

Terms and Conditions of the Agreement on the Use of the Bank Link

Effective from 15.09.2010

1. Definitions

- 1.1. **Bank** is Danske Bank A/S Estonia branch
- 1.2. **Service Provider** is a legal person, whom the Bank has concluded the present Agreement with.
- 1.3. **Party(ies)** is/are the Bank and/or the Service Provider.
- 1.4. **Internet Bank** is the Bank's Internet banking service which enables the Client to use the services determined by the Bank through the Internet by means of a computer.
- 1.5. **Internet Website** is a virtual environment owned by the Service Provider for offering goods and/or services in the Internet.
- 1.6. **Client** is a person who has concluded the Internet Bank Agreement with the Bank and who wants to purchase goods/services in the Service Provider's Department Store.
- 1.7. **Transaction** is the Client's domestic payment order submitted through the Service Provider to the Internet Bank in order to pay for the goods/services purchased on the Service Provider's Internet Website or payment service and/or identification of the Client via the Service Provider through the Internet Bank or identification service. .
- 1.8. **Bank Link** is the service provided to the Service Provider and the Client by the Bank which enables the Client to pay via the Internet Bank for the goods/services purchased on the Internet Website and/or to identify the Client.
- 1.9. **Identification** means identification of the Client by the Bank pursuant to the procedure prescribed in the Teleservices Agreement.
- 1.10. **Session** is a series of operations necessary for the arrangement , synchronization and management of the dialogue which enables the Client to use the services of the Internet Bank or the services provided by the Service Provider.
- 1.11. **Transaction Fee** is the fee which the Service Provider is obliged to pay to the Bank for the executed transactions on a monthly basis in accordance with the Bank's price list.
- 1.12. **Maintenance fee** is the fee which the Service Provider is obliged to pay to the Bank for the service provided in accordance with the Agreement on a monthly basis in accordance with the Bank's price list.
- 1.13. **Agreement** is the present agreement concluded between the Service Provider and the Bank.
- 1.14. **Digital Signature** is an encrypted text block which is used for the identification of either the Service Provider or the Bank and which is generated on the basis of the data of the Transaction and the private key of one Party.
- 1.15. **Private Key** is a unique electronic value by means of which the respective Party generates its Digital Signature and identifies itself.
- 1.16. **Public Key** is an electronic value which enables one Party to verify the other Party's Digital Signature and to be convinced that the data which are protected by means of the Digital Signature have not been changed and that the order has been forwarded by the other Party.
- 1.17. **Link** is a verbal and/or a graphical object which is located on the Party's website by means of which the Service Provider can forward the Client's order to the Bank's website.
- 1.18. **Logo** is a graphical object on the website.

2. Objective of the Agreement

- 2.1. The Agreement regulates relationships between the Bank and the Service Provider in connection with the execution of Transactions and other related circumstances.

3. Serving Clients

- 3.1. The Bank shall give the Service Provider the right to serve the Client via the Internet Bank pursuant to the terms and conditions established by the Bank.
- 3.2. The Bank shall be entitled to enable the Client to contact the Service Provider's information systems via the Internet Bank.
- 3.3. The Bank shall be liable for the execution of the Transaction Orders forwarded via the Internet Bank in compliance with the terms and conditions established by the Bank.
- 3.4. The Service Provider shall be liable for the functioning and content of the Bank Link as well as the quality of goods/services and their transportation. The Service Provider shall be obliged to settle all the Client's claims related to the Internet website and goods/services.
- 3.5. The Service Provider shall be obliged to send to the Bank a prior written notice of any changes in the address of the Internet Website, informing the Bank of these changes 10 days in advance.
- 3.6. The Bank shall be obliged to inform the Service Provider of any changes in the address of the Internet Bank 10 days in advance.
- 3.7. The Service Provider's Internet Website must be provided with a Link which meets the requirements set by the Bank and the purpose of which is to direct the Client to the website (determined by the Bank) where the Client can execute the Transactions. This Link is designated with the Logo determined by the Bank.

4. Execution of transactions

- 4.1. The Service Provider shall forward the Client's order to the Internet Bank, where the Client can execute the Transaction.
- 4.2. If the payment order has been completed in compliance with the conditions stipulated in clause 5.1. of the Agreement, the Bank shall accept the order for execution.
- 4.3. If the Digital Signature of the Service Provider is missing on the transaction order submitted for execution or there is not enough money in the Client's account in order to execute the Transaction, the Bank shall forward an error message to the Client.
- 4.4. The Service Provider shall have no right to impose any restrictions to the Client on the execution of Transactions without the Bank's consent.
- 4.5. The Bank shall send to the Service Provider confirmation stating that the Client's order has been accepted for execution. This confirmation will be sent to the Internet address indicated on the Transaction order.
- 4.6. In case the Client does not execute the Transaction, the Bank shall send to the Service Provider a message stating that the Transaction has not been accepted for execution. This message will be sent to the Internet address indicated on the Transaction order.

5. Security and technical requirements

- 5.1. All orders and confirmations (mentioned in clause 4 of the Agreement) between the Parties must be in conformity with the technical conditions agreed between the Parties in Appendix 1 of the Agreement and include the Digital Signature of the respective Party.
- 5.2. The Party who has received an order or a confirmation shall be obliged to verify the other Party's Digital Signature. The Digital Signature is verified by means of the Public Key pursuant to the procedure agreed between the Parties in Appendix 1 to the Agreement.

- 5.3. In concluding the Agreement the Parties shall be obliged to forward their Public Key to the other Party in order to enable to verify the Digital Signature.
 - 5.3.1. The Service Provider shall forward the Public Key to the Bank before the Agreement is signed.
 - 5.3.2. The Bank shall forward the Public Key to the Service Provider no later than upon the activation of the service provided under the Agreement .
- 5.4. The Parties shall be obliged not to disclose their Private Keys to any third parties and they shall be responsible for all possible consequences arising from the non-performance of this obligation.
- 5.5. In case the Private Key of a Party has become known or may have become known to a third party, the Party shall be obliged to inform the other Party about it immediately and to terminate forwarding and accepting the Client's Transactions until the respective agreement between the Parties has been reached.
- 5.6. The Parties shall undertake to ensure 24h safe and smooth functioning of their own information systems and their joint communication channel, and enable Clients to use the Internet Website round the clock.
- 5.7. The Service Provider shall be obliged to ensure that the Service Provider's information system functions only for the purposes provided in the Agreement and that it causes no damage neither to the Bank's information system nor to the Bank in any other way.
- 5.8. The Service Provider shall coordinate with the Bank performance of IT maintenance work within a reasonable prior notification period, sending a respective notification to the address: pangalink@sampopank.ee, if the maintenance work concerning the Service Provider's technical solution or system used in the implementation of the Agreement impedes or may impede implementation of the Agreement.
- 5.9. The Parties shall undertake to inform the other Party, at first opportunity, about all circumstances which have caused damage or may cause damage to the information systems of the Parties or the implementation of the Agreement, as well as of the circumstances which may be necessary for the safe functioning and maintenance of the technical solutions and systems of the Parties and the elimination of failures.
- 5.10. The Parties shall undertake to coordinate with the other Party within a reasonable prior notification period any changes in their information systems which will or may impact implementation of the Agreement.

6. Settlements and Service Fees

- 6.1. The amount of the Transaction which has been accepted for execution by the Bank shall be transferred to the Service Provider's Account pursuant to the settlement procedure established by the Bank.
- 6.2. The Service Provider shall pay to the Bank the monthly maintenance fee for the service provided under the Agreement (hereinafter the "Maintenance Fee") starting from the next calendar month after the conclusion of the Agreement in accordance with the Bank's price list. Upon the termination of the Agreement the Bank shall not be obliged to refund to the Service Provider the Maintenance Fee paid for the current month.
- 6.3. The Service Provider shall pay to the Bank Transaction Fee for the Transactions executed in the prior calendar month (hereinafter the "Transaction Fee") once a month in accordance with the Bank's price list.
- 6.4. On the fifth date of each month, the Bank shall debit the Maintenance Fee to the Service Provider's current account indicated on the front page of the Agreement and Transaction Fee to the current account named in Appendix 1 to the Agreement. If the funds in the Service Provider's account(s) is/ are

insufficient in order to pay the Maintenance Fee and Transaction Fee on the above-mentioned date, the Bank shall be entitled to debit the Service Provider's account(s), when necessary funds have been received in the account(s), until the debt is fully paid.

- 6.5. The Service Provider shall be obliged to pay the joining fee for the use of the Bank Link to the Bank in accordance with the Bank's price list. The Bank shall be entitled to debit the joining fee to the Service Provider's account after the Agreement has been signed by the Parties.
- 6.6. The Service Provider shall not be allowed to add an extra fee for the execution of Transactions to the price of services.

7. Information

- 7.1. The Service Provider shall be entitled to mention the Bank and the Internet Bank in its advertising materials after the Service Provider has applied for it (in writing) and received the Bank's consent.

8. The Link or Logo which meets the Bank's requirements

- 8.1. The Bank shall provide the Service Provider with the Link or Logo (which meets the Bank's requirements) together with the reference to the respective website. The Logos are available on the Bank's website: www.sampopank.ee
- 8.2. The Bank shall be entitled to amend the requirements set to the Link or Logo, informing the Service Provider about such amendments by e-mail or by sending a message to the Service Provider's Internet Bank mailbox 15 (fifteen) days in advance.

9. Confidentiality

- 9.1. The Parties shall undertake not to disclose to a third party any confidential information received under the Agreement without a term.
- 9.2. Confidential information is defined by the Parties as follows: all data/information deriving from Transactions, security requirements related to the Agreement, technical information and any other information, experience, know-how, business secrets which are related to the activities of the Parties.
- 9.3. Upon the expiry of the Agreement the Service Provider shall be obliged to destroy, at the request of the Bank, confidential information which has become known to it under the Agreement and due to the use of the Bank Link service.

10. Non-transferability of rights

- 10.1. The Service Provider shall not be allowed to relinquish or transfer in any other way its rights deriving from the Agreement.
- 10.2. The Service Provider shall not be entitled to change the address (which refers to the Bank Link and which has been agreed between the Service Provider and the Bank in Appendix 1) of the Service Provider's server without the Bank's respective written consent.

11. Validity, amendment and termination of the Agreement

- 11.1. The Agreement shall take effect upon the moment of signing and is concluded for an unspecified term.
- 11.2. Any amendments to the front page of the Agreement and Appendix 1 to the Agreement shall be made in writing by mutual consent of the Parties.
- 11.3. The Bank shall be entitled to amend unilaterally the Bank's price list, the terms and conditions of the Agreement on the Use of the Bank Link, which are standard ones, as well as make changes in the work arrangement and the requirements concerning the execution and transmission of Transactions specified in the Agreement. The Bank shall undertake to inform the Service Provider of the respective amendments/changes by sending a message to

the Service Provider's Internet Bank mailbox or by e-mail 1 (one) month in advance.

- 11.4. If the Service Provider does not agree to the amendments/changes made pursuant to clause 11.3 he/she shall be entitled to cancel the Agreement immediately. If the Service Provider has not cancelled the Agreement within 1 (one) month, the Bank shall be entitled to consider that the Service Provider has agreed to the amended terms and conditions and to apply the amended terms and conditions to the Client upon their enforcement.
- 11.5. The Bank shall be entitled to suspend the execution of Transactions immediately, if Transactions are not executed in compliance with the requirements established by the Bank.
- 11.6. Both Parties to the Agreement shall have the right to cancel the Agreement unilaterally with prior written notification of 1 (one) month to the other Party.
- 11.7. The Bank shall have the right to cancel the Agreement without prior notification, in the event the Service Provider has not paid the Bank Link joining fee within 15 days from the day the Agreement was concluded or the Service Provider owes to the Bank service fees for at least 6 (six) months.
- 11.8. The termination of the Agreement shall have no impact on the collection and satisfaction of monetary claims deriving from the Transactions executed before the termination of the Agreement.

12. Other conditions

- 12.1. Issues not regulated by the Agreement will be settled pursuant to the General Terms and Conditions of the Bank and the Terms and Conditions of the Current Account Agreement of the Bank . In the event any contradictions between the General Terms and Conditions of the Bank, the Terms and Conditions of the Current Account Agreement of the Bank and the stipulations of the Agreement occur, the latter will be applied.