

TERMS AND CONDITIONS OF ACCOUNT INFORMATION SERVICE

1. TERMS OF USE

AS CREDITINFO EESTI (“**we**”) provide you as our customer (“**you**”) with account information service (the “**Services**”) as online service that enables you to access to your designated payment accounts (the “**Accounts**”) held with one or several banks or other payment service providers (the “**Account Banks**”) and present obtained Account information to a third party (the “**Data Recipient**”).

Please read these service terms (the “**Terms**”) as well as any terms and conditions of the Data Recipient carefully prior to using the Services and submitting your data.

2. CONSENT FOR ACCESSING AND TRANSFERRING ACCOUNT INFORMATION

2.1 By submitting a request for the provision of Services, you:

- (a) confirm that you are the owner of the designated Accounts and you are authorised to access to the Account Information;
- (b) give us a permission to access to the Account Information;
- (c) consent to our processing of information about the Accounts, the Account Information and transferring the Account Information to the Data Recipient;
- (d) acknowledge that we can use subcontractors for the provision of Services and we may retain anonymised Account Information for the purposes of developing credit scoring models and other similar purposes.

2.2 “**Account Information**” means the transaction list of the last 180 days and details of each transaction such as amount, date, description of the transaction and the name of the recipient of the transfer.

3. ACCESS TO THE SERVICES

3.1 Access to the Services may be suspended temporarily and without notice, e.g. in the case of system failure, maintenance or repair or for reasons beyond our control. While we try to ensure that the Services are available 24 hours a day and seven days a week, we do not accept liability for unavailability of the Services at any time or for any period for any reasons.

4. LIMITATIONS ON OUR LIABILITY

4.1 To the extent permitted by applicable law, we accept liability only for direct material damage caused by intentional breach of these Terms.

4.2 We may not be held liable for the accuracy, reliability or completeness of the content of the Services, and for the decisions made on the basis of the Account Information (e.g. credit decision, decision to enter into contract, etc.). We are neither representative nor agent of the Data Recipient and we may not be held liable for the services provided by the Data Recipient.

4.3 Except where restricted by law, in no event we may be held liable for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits.

4.4 We may not be held liable for not providing the Services if the Account Bank does not transfer the Account Information.

4.5 We do not provide any representations or warranties regarding the operation of the Services, the Services are provided "as is".

5. DATA PROTECTION

5.1 When providing Services, we and Data Recipient act as joint controllers of your personal data.

5.2 For the purpose of provision of the Services, the following data is collected and stored: full name, account IBAN number, Account Information.

5.3 In order to ensure the confidentiality of your personal data, we do not store your personalised security data (e.g. unique identifiers or passwords) in the information technology systems and servers used.

5.4 We collect your personal data during the provision of the Services and process your personal data for the purpose of providing Services to you. After fulfilling this purpose, we will stop processing your personal data by means of erasing or anonymizing the data. Please note that we may compile, retain and use anonymised data relating to the Account Information. As you are no longer identifiable from such data, it will not be personal data anymore.

5.5 The legal basis for processing of your personal data is your consent. You have the right to withdraw your consent at any time. However, we remind you that the withdrawal of consent does not affect the lawfulness of processing based on the consent before its withdrawal.

5.6 We place great importance on the security of all personal data. If the data is transferred to a third country, we will implement appropriate safeguards and means to ensure your rights as a data subject.

5.7 We will receive Account Information and transfer such information to the Data Recipient during the period of 90 days as from you accepting the provision of the Services. As a general rule, we will not retain your personal data for longer than the aforementioned period. We may retain personal data longer, if it is necessary for other purposes (e.g. you have consented to retaining the data longer or retention is necessary in the context of a dispute). Please note that the data may also be retained by the Data Recipient in accordance with the privacy policy of the Data Recipient.

5.8 We may transfer your personal data to other data controllers or processors. We may share information with companies that provide services to us (e.g. legal entities who provide technical solutions enabling the provision of the Services). We may also transfer personal data if we are legally bound by such an obligation. For example, we may be obligated to disclose personal data to public authorities upon their legitimate request.

6. YOUR RIGHTS AS A CUSTOMER

6.1 You have the right to receive information about your personal data we process, including the categories of data processed, the sources of the data, purposes of processing, etc. You are entitled to receive copies and extracts (including require portability) of your personal data we process. You have the right to request the correction or updating of your personal data if it turns out that the personal data we process is inaccurate.

6.2 You have the right to object to processing or require from us either restriction of processing or the erasure of your personal data. We will erase your personal data or make it permanently anonymous, if:

- (a) your personal data are no longer necessary for the provision of Services;
- (b) you withdraw the consent on which the processing is based and there is no other legal ground for the processing;
- (c) you object to the processing and there are no overriding legitimate grounds for the processing;
- (d) your personal data have been unlawfully processed;
- (e) your personal data have to be erased for compliance with a legal obligation we are subject to.

7. FINAL PROVISIONS

7.1 These Terms and Conditions are subject to the law of the Republic of Estonia and you can bring legal proceedings in respect of the Services in the Estonian courts.

7.2 In case of any suspected infringement of your privacy or any other notice, claim, question or other communication please contact us at psd2@creditinfo.com. We will try to resolve the dispute by negotiation. However, you also have the right to lodge a complaint to the supervisory authority. In Estonia, the supervisory authority is Estonian Data Protection Inspectorate (*Andmekaitse Inspeksioon*) (<https://www.aki.ee/en>; e-mail: info@aki.ee).