

# The principles of processing client data

valid as of 22 April 2015.

## 1. GENERAL PROVISIONS

- 1.1 These Principles of Processing Client Data set out the terms and conditions and procedure based on which We Process Client Data, including Client Data received prior to the coming into effect of the Principles of Processing Client Data.
- 1.2 **By entering into Client Relations with Us, submitting a Request to Us or visiting Our Website You shall grant Us Your consent for the Processing of Your Client Data pursuant to the terms and conditions specified in these Principles of Processing Client Data.**
- 1.3 We shall have the right to amend the Principles of Processing Client Data unilaterally at any time, based on applicable legislation. We shall inform You of the amendment of the Principles of Processing Client Data via the Website and/or Our Contact Details at least 1 (one) month prior to the entry into force of the amendment, except in the case where We amend the Principles of Processing Client Data only arising from the amendments made to legislation.

These Principles of Processing Client Data shall be governed by the legislation of the Republic of Estonia.

## 2. DEFINITIONS

<b>Client Data</b>	means any information about the Client and other person who has contacted Us, is known to Us (including information subject to banking secrecy, personal data of the Client and the Client's representative, contact information, data about transactions, etc.), also data collected from public databases and public channels, and information lawfully obtained from Third Persons.
<b>Processing (Client Data)</b>	means any operation executed with Client Data, including the collection, recording, organisation, storing, alteration, publication, grant of access to, making enquiries and statements, use, transmission, interbase cross-usage, deletion, etc. of client data.
<b>Principles of Processing Client Data</b>	means principles established by Us on how We process Clients' personal data.
<b>Client Relations</b>	means legal relationships between You and Us, which arise in connection with You being Our Client.
<b>Third Party:</b>	means any natural or legal person who is not a Party nor a natural person employed by Us to Process Client Data (Authorised Processor).
<b>Order</b>	means a command given by You to Us for the transfer of funds from Your client account with Us or to Your client account with Us.

<b>We, Us, Our or Bank</b>	means Inbank AS, registry code 12001988, address Niine tn 11, 10414 Tallinn, phone 640 8080, e-mail <a href="mailto:info@inbank.ee">info@inbank.ee</a> .
<b>Our Branch</b>	means a place where We service Clients and persons who have addressed Us. The list of Our Branches is published on the Website.
<b>Our Telecommunications Details</b>	means the details of Our telecommunications (i.e. address, e-mail, phone, fax, etc.). Our effective Telecommunications Details are available on the Website.
<b>Party / Parties</b>	means Us and You jointly or severally.
<b>Request</b>	means Your request to Us to or the conclusion, amendment, termination or cancellation of the Client Agreement and / or Service Agreement.
<b>Service / Services</b>	means all services provided by Us.
<b>You, Your or Client</b>	means any natural or legal person who uses or has used Our Services or submitted a Request to Us or visits the Website or Our Branch;
<b>Website</b>	means Our website at: <a href="http://www.inbank.ee">www.inbank.ee</a> .
<b>Authorised Processor</b>	means any person who processes Client Data on Our behalf. The list of Authorised Processors and the contact data thereof have been published on the Website or in some other manner specified by Us of which We have informed You. The list of Authorised Processors is modified and/or amended within a reasonable time, but the latest within 30 days as of the amendment of the data of the Authorised Processor.

### **3. GENERAL PRINCIPLES OF PROCESSING CLIENT DATA**

- 3.1 We shall process Client Data under the terms and conditions of and in accordance with the procedure laid down in the legislation, including the Personal Data Protection Act, Credit Institution Act, Money Laundering and Terrorist Financing Prevention Act, Principles of Processing Client Data and Agreements entered into with You.
- 3.2 We shall only collect Client Data in the extent necessary to achieve the objectives specified in the Principles of Processing Client Data (clause 5).
- 3.3 We shall maintain the confidentiality of Client Data and we shall Process Client Data only in the extent necessary to achieve the objectives specified in the Principles of Processing Client Data (clause 5).
- 3.4 We shall apply appropriate organisational, physical and technical security measures in order to guarantee the protection of Client Data from involuntary or unauthorised processing, disclosure or loss. We shall also require the adherence to reasonable confidentiality and security measures also from the persons to whom we communicate Client Data for the purpose of Processing of Client Data.
- 3.5 Our employees shall be entitled to Process Client Data only to the extent necessary for the performance of their tasks. Our employees shall maintain the confidentiality of Client Data arising from legal requirements and pursuant to the agreements entered into with them.

### **4. CLIENT DATA TO BE PROCESSED**

- 4.1 We shall process all Client Data that We have obtained about You.
- 4.2 The main Client Data to be Processed shall be as follows:
  - 4.2.1 **personal data**, including name, personal identification code, date of birth, place of birth, data regarding the identification document, residence for tax purposes, language of communication, area of activity, place of work, position, work experience, education, marital status, dependants;
  - 4.2.2 **contact data**, including address, phone number, fax number, e-mail address;
  - 4.2.3 **financial data**, including income, assets, liabilities, earlier payment discipline;
  - 4.2.4 **data as regards the origin of assets**, including data about actual beneficiaries;
  - 4.2.5 **data as regards transactions and agreements**, including data about agreements entered into, amended or terminated, submitted Requests, data about contract violations, submitted Orders, notices, received and paid interests and service fees;
  - 4.2.6 **data as regards behaviour and satisfaction**, including data about the Client's habits and preferences, submitted complaints;
  - 4.2.7 **data as regards participation in consumer games and campaigns**, including data about prizes won in the consumer games and participation in campaigns;
  - 4.2.8 **data as regards reliability**, including data about payment behaviour, damage caused to Us or to companies that belong to the same group as US or to a Third Person, connections with money laundering, terrorist financing or organised crime;
  - 4.2.9 **data as regards Client's segment**, including age group;
  - 4.2.10 **data as regards the parts of all websites visited by the Client**;
  - 4.2.11 **data obtained while performing obligations arising from the law**, including data arising from the enquiries made by investigative bodies, notaries, tax administrators and courts and the claims made by bailiffs.

## 5. OBJECTIVES OF PROCESSING CLIENT DATA

- 5.1 We shall have the right to Process all Client Data in order to establish a Client Relationship, to perform the Client Agreement and/or Service Agreement entered into, to perform the diligence obligations arising from law, to improve the quality of service, to make offers, to analyse the usability of Services and to develop new Services.
- 5.2 In addition, We shall Process Client Data in the extent permitted by law in order to:
  - 5.2.1 decide whether and on what terms and conditions the Client Agreement and/or Service Agreement shall be entered into and on what terms the Service shall be provided;
  - 5.2.2 assess the creditworthiness and reliability of the Client (e.g. to apply the principle of responsible lending, exchange of data as regards earlier payment behaviour with other credit institutions in order to make a loan decision);
  - 5.2.3 determine the identity of the Client's and/or the Client's representative at the time of the establishment of and/or in the course of the Client Relationship;
  - 5.2.4 perform the Agreement entered into with the Client or ensure the performance of the respective agreement and realise and protect Our rights;

- 5.2.5 prevent the financing of money laundering and terrorism and thereby fulfil the obligations arising from both international and national legislation and from international agreements entered into and ratified by the Republic of Estonia;
- 5.2.6 reduce or prevent risks and damage being caused to Us;
- 5.2.7 perform statistical surveys and analyses of the market shares of client groups, products and services etc., prepare reports and manage risks;
- 5.2.8 develop existing and new Services;
- 5.2.9 examine and, if necessary, amend or complement Client Data;
- 5.2.10 send advertisements and offers concerning Our products and services and also those offered by Our cooperation partner who is a Third Person to the Client;
- 5.2.11 organise client games or campaigns;
- 5.2.12 better understand the Client's expectations (e.g. the analysis of Website visits, client questionnaires etc.).

## **6. DISCLOSURE AND COMMUNICATION OF CLIENT DATA TO THIRD PERSONS**

- 6.1 We shall have the right to disclose and/or communicate Client Data:
  - 6.1.1 to other companies in Our group;
  - 6.1.2 to any persons and organisations involved in the provision of the Service and the performance of the agreement entered into with the Client (e.g. payment intermediaries, providers of translation, communications, IT, postal and call centre services);
  - 6.1.3 to any persons maintaining a register of defaulted payments to whom We communicate information based on legislation or agreement entered into in order to apply the principle of responsible lending, also in order to enable Third Persons to assess the Client's payment behaviour and creditworthiness. The Client warrants and agrees that We are entitled to forward Client Data to the register of defaulted payments if the Client has not duly performed its monetary obligation before US and the Client has delayed the performance of its monetary obligation for more than 45 days. The information about the Client's payment default shall be disclosed in the register of defaulted payments and the Client Data communicated to the registrar can be Processed by all persons who are the members of such a register or who have access to the register on other grounds;
  - 6.1.4 to any persons maintaining the Population Register, Commercial Register or any other register in order to check and ensure the correctness and integrity of Client Data;
  - 6.1.5 to other credit and financial institutions and intermediaries of financial services based on their own enquiries in order to provide the Client the services requested by the Client or assess the reliability and risk of the Client or any person connected to the Client;
  - 6.1.6 to Our consultants and providers of any other services (e.g. auditors, financial advisors), if Client Data is required by them in order to provide Us with a high-quality service and on the condition that they shall comply with the organisational, physical and technical requirements prescribed by Us as regards the maintenance of the confidentiality of Client Data and the protection thereof;
  - 6.1.7 to any service provider to whom We have either in part or in full outsourced Our activity and on the condition that such persons shall comply with the organisational, physical and technical requirements prescribed by Us as regards the maintenance of the confidentiality of Client Data and the protection thereof;

- 6.1.8 to Authorised Processors;
- 6.1.9 to a new creditor upon the assignment of the right of claim;
- 6.1.10 to any other third persons if the Client has violated the agreement (e.g. the providers of the service of debt collection).
- 6.2 We shall be obliged to disclose and communicate Client Data for the performance of the obligations arising from legislation (e.g. communication of data to investigative bodies, notary, trustee in bankruptcy, Tax and Customs Board, Financial Intelligence Unit, Financial Supervision authority).
- 6.3 We shall disclose Client Data to Third Persons only in the extent necessary to achieve the objectives specified in the Principles of Processing Client Data (clause 5).
- 6.4 When performing the agreement entered into with the Client We may use Third Persons (e.g. providers of payment service) and make Client Data available to them. These persons will process Client Data according to their own rules and at their own responsibility. We may also use Third Persons located outside Estonia in the performance of the agreement entered into with the Client who will process Client Data subject to the law of the country of their location.

## **7. PROCESSING OF CLIENT DATA IN DIRECT MARKETING**

- 7.1 We shall Process Client Data also for direct marketing purposes and in order to study consumer habits (inter alia to carry out questionnaires) in accordance with the requirements of legislation.
- 7.2 You shall be entitled to forbid the processing of Your Client Data for the study of consumer habits or direct marketing and the transfer of data to Third Persons who wish to use such data for the study of consumer habits or direct marketing. Please submit a respective notice to Our Telecommunications Details.
- 7.3 Personal offers made to You may be based on the decisions made by Our information systems without the participation of any natural person (automatic decisions). If You do not agree with the data presented in the offer, You are entitled to provide objections as regards the offer in order to protect Your justified interest.
- 7.4 General and introductory information about Our Services, notifications as regards the changes in the terms and conditions or in the price list, also information related to the performance of the agreement entered into with You (e.g. information about incurred debt, notification about the expiry of the agreement), shall not be considered to be offers or advertisements. In general, the Client shall not be entitled to decline the receipt of such information.

## **8. RECORDING OF CLIENT DATA**

- 8.1 We shall be entitled to record all the Orders given by You to Us by means of communication (e.g. phone, e-mail, Internet bank), likewise other Operations made by You. We shall be entitled to use recordings to prove and/or reproduce Orders or other operations and for other purposes specified in the Principles of Processing Client Data (clause 5).
- 8.2 In order to protect Our and Our Client's property, also in order to ensure the physical security of Our employees and that of Our Clients We may monitor the premises in Our use and in the vicinity thereof (including persons) and We may record the results of surveillance. We may use the recordings of the surveillance equipment for the protection of Our rights and for the performance of obligations and in order to prove any operations and/or illegal acts performed by the Client and/or any damage caused to Us. We shall be obliged to disclose the recordings in compliance with the procedure and to the extent provided by legislation primarily in criminal matters to pre-trial investigation authorities, court and other competent authorities.

**9. ALTERATION OF CLIENT DATA AND TERMINATION OF PROCESSING THEREOF**

- 9.1 You shall be obliged to notify Us promptly of all changes and inaccuracies in the Client Data submitted to Us. At Our request You shall be obliged to submit Us the document that evidences a change in Client Data (e.g. document on the change of name).
- 9.2 We shall check on a regular basis (e.g. via the Internet Bank, at a client meeting), whether the Client Data at Our disposal are complete and correct. You shall be entitled to demand the correction of incorrect Client Data.
- 9.3 You shall be entitled to examine Your Client Data at Our Branch or via the Internet Bank.
- 9.4 You shall be entitled to request the termination of the Processing of Your Client Data, the termination of the disclosure and/or grant of access thereto and/or the deletion or closing of Client Data if You feel, that the Processing of Your Client Data is not permitted pursuant to legislation, the agreement entered into with You or the Principles of Processing Client Data.
- 9.5 We shall process Client Data as long as necessary in order to achieve the objectives of the Principles of Processing Client Data (clause 5) or to perform the obligations arising from legislation.

**10. PROTECTION OF YOUR RIGHTS**

- 10.1 You shall be entitled to contact Us, the Data Protection Inspectorate or competent court if You find that We violate Your rights while Processing Client Data. You shall be entitled to demand compensation for the damage caused to You by the violation of Your rights on the bases and pursuant to the procedure provided for in the Law of Obligations Act.
- 10.2 Please contact Us using Our Telecommunications Details if You have questions as regards the Principles of Processing Client Data or if You have complaints as regards the Processing of Client Data.