Conditions of the Flexible Deposit Contract

Applicable from 22 April 2015

1.   GENERAL PROVISIONS

1.1   Under a Flexible Deposit Contract, you may place a Deposit Amount with us for the Deposit Period under the conditions provided in the Service Contract.

1.2   These Conditions of Service are an integral part of the Service Contract. In the event of discrepancies between the Conditions of Service and Conditions of the Service Contract, the Service Contract shall prevail. In addition to the Conditions of Service, the Service Contract is subject to the Customer Contract, Conditions of the Customer Contract, the General Conditions applicable as of the date of signing or amendment of the Service Contract, the Price List, and the Principles of Processing of Customer Data. In the event of discrepancies between the Conditions of Service and the General Conditions, the Conditions of Service shall prevail.

1.3   We reserve the right to unilaterally amend the Conditions of Service on the bases and pursuant to the procedure providedv in the General Conditions.

1.4   We may establish the general conditions of flexible deposits (including the deposit currencies, minimum and maximum deposit amounts, interest rates for deposit periods, service fees for deposits, etc.) and the general conditions of all deposits (including limits on the total amount of all deposits). Information on the general conditions applicable to flexible deposits and all deposits is available on Our Website.

1.5   The conditions of a flexible deposit that are binding on You, including the Initial Deposit Amount, Maximum Deposit Amount, Maximum Disbursed Amount, Deposit Period, beginning and end of the Deposit Period, interest rate, etc., are provided in the Service Contract between You and Us.

1.6   By signing or amending a Service Contract, You confirm to Us that You have read through and consent to the applicable Conditions of Service, General Conditions, Price List, and Principles of Processing of Customer Data. The applicable Conditions of Service, General Conditions, Price List, and Principles of Processing of Customer Data are available on Our Website.

1.7   The Service Contract is governed by the legislation of the Republic of Estonia.

2.   DEFINITIONS

Deposit Period	means the term of placing the Deposit Amount as agreed in the Service Contract;
Deposit Amount	means the amount of money deposited by You;

Initial Deposit Amount	means the initial Deposit Amount specified in the Service Contract upon its signing;
Deposit Account	means Your account in which the Deposit Amount is placed for the Deposit Period and which is attributed a personal reference number. A new Deposit Account will be opened for You for each Deposit Period;
Maximum Deposit Amount	means the maximum Deposit Amount specified in the Service Contract;
Maximum Disbursed Amount	means the amount specified in the Service Contract that you can request to be disbursed from your Deposit Amount during the Deposit Period;
Service Contract	means a flexible deposit contract;
Conditions of Service	means the conditions of this Service Contract for flexible deposit.

Other capitalised terms are used in the meaning defined in the General Conditions.

3. SIGNING AND ENTRY INTO FORCE OF THE SERVICE CONTRACT

3.1   A Service Contract is signed at Your request in the Online Bank or at Our Office in the manner and pursuant to the procedure established by Us.

3.2   By placing a Request, You may determine the following conditions of the Service Contract within the limits established by Us: Initial Deposit Amount, beginning date and duration in months of the Deposit Period, method of payment of interest and whether You wish the deposit to be extended automatically for a new Deposit Period.

3.3   The Service Contract will enter into force after the criteria for its entry into force have been met. The criteria for entry into force of a Service Contract are as follows: (1) The Initial Deposit Amount has been received on Our Current Account as specified in the Service Contract with the reference number specified in the Service Contract; and (2) You have been authenticated according to Our requirements.

3.4   If the criteria for entry into force of a Service Contract have not been met by 7 (seven) calendar days of the beginning date of the Deposit Period as provided in the Service Contract, your Service Contract will be terminated automatically without entering into force. We will notify You of the termination of the Service Contract via the Online Bank or in another manner defined by Us. Upon termination of the Service Contract, we will transfer the remaining funds in your Deposit Account to Your Customer Account and close the Deposit Account.

4. DEPOSIT PERIOD

4.1   The Deposit Period shall begin from the date specified by You in the Service Contract, provided that the Service Contract has entered into force (clause 3.3 of the Conditions of Service).

4.2   The Deposit Period shall end on the end date of the Deposit Period as specified in the Service Contract.

4.3   Upon signing the Service Contract and during the Deposit Period, you may choose to extend the Deposit Period automatically by the duration of the previous Deposit Period defined by you (i.e. duration in months). Upon automatic extension of the Deposit Period, we will open a new Deposit Account for You, to which we will transfer the Deposit Amount from your previous Deposit Account, and close the previous Deposit Account. The end date of the Deposit Period being extended will be the first day of the new Deposit Period. Upon automatic extension of the Deposit Period, the Conditions of the Service Contract applicable on the first day of the new Deposit Period shall apply to the following Deposit Period. If the Conditions applicable at the moment of extension of the Deposit Period do not allow for automatic extension of the Deposit Period, we may refuse to extend the Deposit Period and the Service Contract shall terminate at the end of the current Deposit Period.

4.4   After the end of the Deposit Period, we shall transfer the Deposit Amount to Your Customer Account within 1 (one) Banking Day. Upon automatic extension of the Deposit Period, we shall transfer the Deposit Amount to Your Customer Account when the last automatic extension period of the Deposit Period has ended.

4.5   You cannot change the following conditions of the Service Contract during the Deposit Period: the Deposit Period and the method of payment of interest.

5.   CHANGING THE DEPOSIT AMOUNT

5.1   You can change the Deposit Amount during the Deposit Period, i.e. increase the Deposit Amount or request disbursements from the Deposit Amount according to the procedure and conditions provided in the Conditions of Service and the Service Contract.

5.2   **Increasing the Deposit Amount**

5.2.1   You can increase the Deposit Amount to the Maximum Deposit Amount specified in the Service Contract.

5.2.2   You can increase the Deposit Amount repeatedly.

5.2.3   In order to increase the Deposit Amount, transfer an amount of money to Our Current Account as specified in the Service Contract using the reference number provided in the Service Contract. If the Deposit Amount together with the amount transferred by You exceeds the Maximum Deposit Amount, we will transfer the excess amount to Your Customer Account.

5.2.4   If you have transferred to Us, under clause 3.3 of the Conditions of Service, an amount exceeding the Initial Deposit Amount specified in the Service Contract, we shall consider the Deposit Amount increased by the amount exceeding the Initial Deposit Amount as per clause 5.2.1 of the Conditions of Service.

5.2.5   We shall regard the Service Contract amended with respect to the Deposit Amount as from the meeting of the conditions of clause 5.2.3 or 5.2.4 of the Conditions of Service.

5.3   **Reduction of Deposit Amount**

5.3.1   You may request disbursements to be made from your Deposit Amount in the Maximum Disbursed Amount specified in the Service Contract. You shall pay us a fee on every disbursement from the Deposit Amount according to the applicable Price List.

5.3.2   For disbursements from the Deposit Amount, place a relevant Request with us, specifying the amount to be disbursed from the Deposit Amount.

5.3.3   We shall make the disbursement from the Deposit Amount to Your Customer Account latest within the following day after receiving your Request. If the requested disbursement exceeds the amount specified in clause 5.3.1 of the Conditions of Service, we shall transfer the amount corresponding to clause 5.3.1 of the Conditions of Service to Your Customer Account.

5.3.4   We shall regard the Service Contract amended with respect to the Deposit Amount as from the meeting of the conditions of clause 5.3.3 of the Conditions of Service.

6.   CALCULATION OF INTEREST

6.1   We shall calculate interest on the Deposit Amount at the interest rate specified in the Service Contract, unless otherwise provided in the Service Contract. Upon extension of the Deposit Period, the interest rate published on Our Website applicable on the first day of the new Deposit Period shall apply to the new Deposit Period.

6.2   Interest shall accrue from the first day of entry into force of the Service Contract until the last day of the Deposit Period.

6.3   Interest shall be calculated on the basis of a 360-day year and the actual number of days in a calendar month.

6.4   We shall pay the interest accrued on the Deposit Amount to Your Customer Account according to the method of interest payment chosen by You. You can choose one of the following methods of interest payment, except in the cases specified in clause 6.5 of the Conditions of Service:

(1)   **once a month**, in which case we shall transfer the accrued interest to Your Customer Account not later than on the Banking Day following the last day of each month of the Deposit Period, or

(2)   **at the end of the Deposit Period for the whole Deposit Period**, in which case we shall transfer the interest for the whole Deposit Period to Your Customer Account not later than on the Banking Day following the end date of the Deposit Period.

6.5   If you wish to extend the Deposit Period automatically, you can only choose the method of interest payment specified in clause 6.4(2) of the Conditions of Service, i.e. payment for the entire Deposit Period at the end of the Deposit Period. Also, if you wish to extend the Deposit Period automatically, you have to choose whether you want the interest to be transferred to Your Customer Account at the end of the initial Deposit Period or added to the Deposit Amount for the new Deposit Period.

7. TERM AND TERMINATION OF THE SERVICE CONTRACT

7.1 The Service Contract shall end at the end of the last Deposit Period, upon premature cancellation, or by agreement of the Parties.

7.2 We may cancel the Service Contract prematurely on the bases and pursuant to the procedure provided in the legislation or the General Conditions. The Service Contract shall end on the date specified in the cancellation request.

7.3 You may cancel the Service Contract prematurely if you have such a right under imperative legal provisions or the General Conditions. The Service Contract shall end upon the arrival of the term specified in imperative legal provisions or the General Conditions. If the imperative legal provisions or General Conditions do not specify a term, the Service Contract shall end on the next working day after we have received Your Request, unless another term is specified in the Request.

7.4 You may send Us a written Request for premature termination of the Service Contract at any time via the Online bank or to Our Communications Details. If We grant Your Request, the Service Contract shall end prematurely on the following working day after your Request was granted. If We reject Your Request, the Service Contract shall remain in force until the term specified in the Service Contract.

7.5 You may withdraw from a distance Service Contract without stating the reason within 14 days after signing the Service Contract. For withdrawal from the Service Contract, please send us a relevant Request to Our Communications Details. We shall return Your remaining Deposit Amount to Your Customer Account within 30 days of receiving your Request of withdrawal. If you exercise your right of withdrawal, We shall not calculate or pay interest on Your Deposit Amount.

7.6 If the Service Contract is cancelled prematurely under clauses 7.2 or 7.4, We shall not calculate or pay You interest for the Deposit Period during which your Service Contract terminates. We shall deduct any interest paid to You for the relevant Deposit Period from Your Deposit Amount before the Deposit Amount is transferred to Your Customer Account.

7.7 Upon premature cancellation of the Service Contract under clause 7.3, we shall calculate Interest for You until the earliest of the end date of the Service Contract or the end date of the last Deposit Period.

7.8 Upon termination of the Service Contract, we shall transfer the Deposit Amount to Your Customer Account within 1 (one) Banking Day of the termination. As an exception, we shall transfer the Deposit Amount to Your Customer Account within 30 (thirty) days of the end of the Service Contract upon premature termination of the Service Contract. If, in case of premature cancellation, you have requested the Deposit Amount to be transferred to Your Customer Account immediately, We shall be entitled to a fee for the early disbursement of the Deposit Amount as specified in the Price List, which shall be deducted from the Deposit Amount, and We shall transfer the remaining Deposit Amount within the deadline provided in the first sentence above.

8. MISCELLANEOUS

8.1   We may deduct from Your Customer Account or Deposit Account any fees and expenses arising from the Service Contracts signed between You and Us and/or established with the Price List.

8.2   You can receive information on the Conditions of Your deposits, accrued interests, etc. in the Online Bank.

8.3   We may disclose information on the Service Contract and You to Third Parties if such a right and/or obligation arises from the legislation or the Conditions.