

Terms and conditions of temporary card

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Definitions

Private Client means a natural person, who carries out transactions, which are not related to independent economic or professional activity.

Price List means the price list of the Bank.

Agreement means the temporary card agreement and conditions of the temporary card agreement. In all relations between the Bank, Account Holder and Cardholder, which are not regulated by this Agreement, the parties shall be governed by the Bank's general terms and conditions, the current account agreement concluded between the Bank and the Account Holder, and the Price List.

Limit means a maximum amount of an Operation in a certain period.

Card i.e. a **temporary debit card** is a means of payment owned by the Bank used for carrying out Operations pursuant to procedure stipulated by the Bank.

Account means a current account at the Bank, specified in the Agreement, which the Account in Holder has opened their name.

Account Holder means a person who holds a current account at the Bank, to whose account the Card is tied.

Cardholder means a natural person corresponding to the Bank's requirements and to whom the Card is issued.

Bank means AS SEB Pank.

PIN means a secret personal access code, which is issued to the Cardholder by the Bank upon issuing the Card and which shall be considered as the signature of the Cardholder when carrying out an Operation.

Operation means use of the Card to withdraw cash, make predefined payments, obtain account information and perform other Operations defined by the Bank.

Business Client means a sole proprietor or a legal person.

General provisions

1. The Agreement regulates the rights and obligations created upon using a temporary debit card issued by the Bank.
2. With the Agreement the Account Holder appoints the Cardholder. The Account Holder authorises the Cardholder under the Agreement to use the money in the account and carry out Operations within the Limits specified in the Agreement.
3. The conditions of the Agreement will be binding upon the Cardholder as of the moment the Bank issues the Card to them. The Cardholder confirms to have received the Card and to perform the Agreement with their hand-written signature on the form of issuing the Card or in another form accepted by the Bank. This confirmation shall serve as an annex to the Agreement.
4. The Cardholder may use the Card for carrying out the Operations. The permitted Operations and their restrictions, incl. Limit, are determined with the Agreement. The Bank establishes the commission fees for Operations with its Price List.
5. The law effective in the Republic of Estonia shall apply to the Agreement.

Issue and validity of Card

6. When issuing the Card, the Bank delivers to the Cardholder a PIN, which shall be considered as the signature of the Cardholder when carrying out an Operation.
7. The Card will be valid until the last day (inclusive) of the month following the issue of the Card. Upon expiry of the Card, the Bank shall not prepare a new Card.
8. The Cardholder shall not use an invalid or closed Card or a Card otherwise unfit for use and shall return such Card to the Bank within 30 days as of closing, invalidating the Card or as of becoming unfit for use in any other way.

Safety of using the Card

9. The Cardholder shall
 - 9.1 keep the Card with due care;
 - 9.2 memorise the PIN and change it from time to time;
 - 9.3 prevent the Card, the Card data or the PIN from falling into the hands of third parties;
 - 9.4 not save the Card data, including the PIN on any data medium;
 - 9.5 keep the Card apart from high temperature, mechanical damage and strong electromagnetic waves;
 - 9.6 not alter the Card or make copies of it;
 - 9.7 read additional instructions of the Bank on how to keep the Card and the PIN safe before using the Card. The respective additional instructions are available at the bank offices and on the homepage of the Bank.
10. If the Cardholder has entered the PIN incorrectly three consecutive times, the Bank may block the use of the Card or confiscate the Card.
11. If the Card is lost or stolen, and in other cases, if there is a risk of using the Card or the Card data by third parties (e.g. it may be assumed that a third party knows the PIN), the Cardholder or Account Holder shall immediately inform the Bank thereof by the 24-hour information line, forward a respective notice to a bank office or block the Card in any other way accepted by the Bank.

Carrying out Operations

12. The Card is tied to the Account. The Cardholder may carry out the Operations agreed with the Agreement within the amount available in the Account and the Limits only at AS SEB Pank ATMs in Estonia.

13. The Operation carried out with the Card is binding to the Cardholder, if they have given their consent to it, i.e. have authorised the Operation. Entering a PIN or giving the consent for carrying out an Operation in any other manner acceptable to the Bank are deemed to serve as an authorisation of an Operation.
14. The Transactions may be carried out only by the Cardholder personally. The Bank assumes that all Card Operations have been performed by the Cardholder and these correspond to the will of the Account Holder until the opposite has been proved or until the Account Holder or Cardholder has informed the Bank in accordance with Clause 11.
15. The Cardholder shall not use the Card for illegal purposes or in a manner, which may cause damage to the Bank or a third party.
16. The Bank may disregard the order forwarded by the Cardholder, if:
 - 16.1 the Account of the Account Holder is blocked or seized;
 - 16.2 the Card is blocked;
 - 16.3 the order exceeds the unused part of assigned Limit;
 - 16.4 the money in the Account is insufficient for performing the Operation and paying the commission fee as per the Price list;
 - 16.5 other grounds as provided in legislation appear.
17. The Bank shall fulfil the order of the Cardholder on the term established in the terms of settlement of the Bank;
18. The Cardholder shall inform the Bank of an error or failure, hindering the performance of the Operation.
19. The Account Holder may obtain information on the Operations via the Internet bank and other electronic channels and from a bank office. The Account Holder may obtain information about the terms and conditions of the Agreement at any time and free of charge.

Blocking the Card

20. The Account Holder and the Cardholder may at any time demand from the Bank blocking of the Card.
21. The Bank may block the Card either fully or partially for certain Operations (e.g. for making predefined payments, withdrawing cash), if:
 - 21.1 there are grounds for blocking proceeding from the Agreement, the Bank's general terms and conditions or
 - 21.2 the Account Holder or Cardholder does not perform one or several of the obligations proceeding from the Agreement;
 - 21.3 the Bank becomes aware of a fact, pursuant to which it may reasonably conclude that the Card is being used or may be used against the will of the Account Holder or involves fraud being committed by the Account Holder or the Cardholder;
22. The Bank shall release the block of the Card within ten (10) calendar days as of the day of receiving the application of the Account Holder if the circumstances forming the basis of blocking have lapsed.

Payment obligation

23. The Bank may debit from the account all amounts for Card Operations and commission fees as per the Price List.
24. The Account Holder guarantees sufficient amount in the Account in the agreed currency for paying for the Operations and services as per the Price List.

Liability of the parties

25. The Bank shall be liable for:
 - 25.1 disregarded or incompletely fulfilled orders received by the Bank;
 - 25.2 Operations performed against the will of the Account Holder, except in cases where the Cardholder or Account Holder
 - bear the risk of theft or loss of the Card or the Card Data or the risk of the PIN falling into the hands of or other unlawful use by third parties or
 - intentionally or due to gross negligence are in breach of an obligation set forth in the Agreement, including e.g. the obligation stipulated in Clause 9 or 11;
 - 25.3 any error or disturbance in maintaining the Account.

26. Upon being liable under Clause 25, the Bank shall
 - 26.1 compensate to the Account Holder for any damage caused as a result of disregarded or incompletely fulfilled order and possible interest;
 - 26.2 in the case of an Operation performed against the will of the Account Holder, restore the Account balance, valid before carrying out the Operation.
27. The Account Holder shall be liable for all Card Operations, unless otherwise provided by the Agreement or law.
28. If the Account Holder is in breach of Clause 24, the Bank may debit the amount of debt from any Current Account belonging to the Account Holder at the Bank. The Bank may debit the amount of debt from any Current Account belonging to the Account Holder at the Bank or withhold it from amounts received by the Account Holder also after termination of the Agreement.

Retention limit

29. If an Operation was carried out with a lost or stolen Card or if the Card or the Card data has been used in any other unauthorised manner, the Account Holder will be liable until informing the Bank of the theft or loss or any other unauthorised use in a manner acceptable to the Bank within the extent not exceeding the retention limit.
30. The retention limit is the limitation of liability stipulated in the Law of Obligations Act per Card. According to the effective Law of Obligations Act, the limitation of liability is 150 euros.
31. The retention limit is not applied if the Cardholder or Account Holder has deliberately violated or neglected the obligations stipulated in the Agreement or in case of fraud by the Cardholder or Account Holder and in this case the Account Holder shall be liable for the caused damage in full extent.

Settlement of disputes

32. An Account Holder or the Cardholder who is a Private Client shall file a claim with the Bank regarding an Operation performed against the will of the Account Holder or executed incorrectly, immediately after becoming aware thereof. A claim can be filed within 13 months as of the day the payment was made.
33. An Account Holder or the Cardholder who is a Business Client shall file a claim with the Bank the latest within one month as of the day the payment was made.
34. An Account Holder or the Cardholder shall file claims on all other Operations the latest within one month as of the day the Operation was carried out.
35. If the claim is filed later than the term specified in Chapter "Settlement of disputes", the Bank shall be entitled to disregard it.
36. Any dispute between the Account Holder, Cardholder and the Bank shall be settled in accordance with the Bank's general terms and conditions.

Term, amendment and cancellation of the Agreement

37. This Agreement shall take effect upon its signing and shall remain valid until expiry of the Card.
38. The Account Holder may cancel the Agreement at any time.
39. In addition to as set out in Clause 37, the Agreement shall be terminated without an advance notice, if:
 - 39.1 the Bank has been notified of the death of an Account Holder who is a natural person;
 - 39.2 the current account agreement entered into between the Bank and the Account Holder has ended.
40. Termination of the Agreement does not influence collection or satisfaction of an Operation carried out with the Card before termination of the Agreement or other financial obligations and the right of the Bank to charge the amount from any Current Account of the Account Holder at the Bank or withhold it from the amounts received by the Account Holder.

Confidentiality

41. The Account Holder and the Cardholder shall not disclose the information in connection with the conclusion and performance of the Agreement to any third parties, unless this is necessary under the circumstances related to processing the Card and an Operation or due to an obligation arising from legislation.