

Terms and conditions of credit card agreement

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Definitions

Price List means the price list of the Bank.

Personalised Security Element means a PIN, security code, or any other Personalised Security Element accepted by the Bank, on the basis of which the Bank identifies the Cardholder.

Available Funds of the Card are composed of the unused part of the Credit Limit and Own Funds, if the use of Own Funds with the Card is allowed. Available Funds of the Card may not exceed the Card Usage Limit.

Cardholder means a natural person corresponding to the Bank's requirements, to whom the Bank issues the Card.

Card Account is an account on which the Bank opens the Credit Limit.

Card i.e. a credit card is a payment instrument owned by the Bank used by the Cardholder for carrying out Operations pursuant to procedure stipulated by the Bank.

Card Usage Limit is the maximum amount within which the Cardholder may carry out Operations during the Payment Period.

Account is a current account opened in the name of the Account Holder and tied to the Agreement and the Card, from which the Bank makes the payments specified in the Agreement. If Predetermined Repayment is selected as the repayment method, Own Funds on the Account can be used via the Card.

Account Holder is a person to whose current account the Agreement is tied.

Transfer of Credit Limit is a payment made at a bank office or in the Bank's Internet Bank, with which the Cardholder or the Account Holder transfers the amount of Credit Limit to the Account. Transfer of Credit Limit is an Operation that can be made when Predetermined Repayment has been chosen as the repayment method.

Credit Limit is the maximum amount of money, within which the Bank grants credit to the Account Holder for carrying out Operations.

Credit Amount is the Credit Limit taken into use.

Loan Limit in the case of a Predetermined Repayment is the maximum amount agreed upon in the Agreement between the Bank and the Account Holder, within which the Account Holder may formalise the total amount of Card Operations and commission fees into a loan on conditions established in the Agreement.

Agreement means the credit card agreement with the terms and conditions of the credit card agreement. The Cardholder can receive free information from the Bank about the terms and conditions of the Agreement at any time.

Payment Period is one calendar month.

Payment Date is the date specified in the Agreement, on which the Bank debits from the Account the amounts payable under the Agreement. If the Payment Date is not stipulated in the Agreement, the Payment Date is the 20th day of the month.

Predetermined Repayment is a method of repaying the Credit Amount, in which case the Bank grants to the Account Holder in each Payment Period credit within the Credit Limit and the Account Holder repays the entire Credit Amount used during the Payment Period on the Payment Date of the month following the Payment Period.

Own Funds means the money in the Account.

Bank means AS SEB Pank.

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

Fixed Payment is a method of repaying the Credit Amount, in which case the Bank grants to the Account Holder credit within the Credit Limit and the Account Holder makes monthly repayments as set out in the Agreement and pays interest on the Credit Amount.

Service Provider means a person authorised to service the Card (such as a merchant, to whom the Cardholder pays for goods or services).

Operation means use of the Card to pay for the goods or services, withdraw cash, obtain information on the transactions, as well as transfer of Credit Limit to the Account and other similar Card-related activity.

General provisions

1. The Agreement regulates the rights and obligations created upon using a Card issued by the Bank.
2. The Account Holder determines a Cardholder with the Agreement and authorises them to use the Available Funds of the Card as well as carry out Operations on conditions set out in the Agreement. To perform the Agreement, the Account Holder must have a current account at the Bank.
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 signature on the form of issuing the Card or in another format accepted by the Bank. This confirmation serves as an annex to the Agreement.
4. The Cardholder may use the Card for carrying out Operations. The permitted Operations and the limits to Operations are determined with the Agreement. If the limits are not agreed with the Agreement, the default limits of the Bank apply. The Bank establishes the commission fees for Operations with its Price List.
5. Any monetary claims of the Bank arising from the Agreement against the Account Holder shall be secured with collateral set out in the Agreement.
6. The Bank may
 - 6.1 offer additional Card-related services and benefits to the Account Holder and the Cardholder, incl. enable a lower interest rate than specified in the Agreement;
 - 6.2 terminate the offer of additional services and benefits without the consent of the Account Holder and the Cardholder;

- 6.3 establish commission fees with its Price List to all the mentioned additional services and benefits, except enabling a lower interest rate.
7. In all relations between the Bank, Account Holder, and Cardholder that are not regulated by this Agreement, the Parties are 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.
8. The provisions of the law of the Republic of Estonia apply to this Agreement.

Issue and validity of Card

9. When issuing the Card, the Bank delivers to the Cardholder a PIN, which is considered the signature of the Cardholder when carrying out an Operation. Upon issuing an extension Card, the Bank may retain for the new Card the PIN of the old Card.
10. The Card will be valid until the last day (inclusive) of the month indicated on the Card. Upon expiry of the Card, the Bank shall make a new Card and inform the Account Holder or Cardholder of the time and place of issuing the Card to the Cardholder.
11. The Bank has the right not to make a new Card if the Account Holder or the Cardholder has violated their contractual obligation.
12. If the Account Holder or Cardholder is not interested in obtaining a new Card, they shall inform the Bank thereof in writing or in another way accepted by the Bank at the latest on the 20th day of the calendar month preceding the month indicated on the Card.
13. The Cardholder shall not use an invalid or closed Card or a Card otherwise unfit for use.
14. The Bank may close a Card issued to the Cardholder before its expiry, notifying the Cardholder thereof. In such cases, the Bank will issue a Card of the same type to the Cardholder free of charge and inform the Cardholder of when and how the Cardholder will receive a new Card. If the Bank no longer issues that specific type of Card, a credit card with the most similar use and features will be made for the Cardholder (which can also be a Card of a different card organisation). The Bank has the right to decide on the type of the replacement Card.

Safety of using the Card

15. The Cardholder shall
 - 15.1 keep the Card with due care;
 - 15.2 memorise the PIN and change it from time to time;
 - 15.3 prevent the Card, the PIN, or other Personalised Security Elements (Card's security code, etc.) from falling into the hands of third parties;
 - 15.4 not save the Card data, including the PIN and other Personalised Security Elements, on any data carrier;
 - 15.5 keep the Card away from high temperature, mechanical damage, and strong electromagnetic waves;
 - 15.6 not alter the Card or make copies of it;
 - 15.7 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 website of the Bank.
16. If the Cardholder has entered the PIN incorrectly three consecutive times, the Bank may block the use of the Card or confiscate the Card.
17. If the Card is lost or stolen, and in other cases where 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 apply for blocking of the Card in any other way accepted by the Bank.

Limits, Own Funds, and Available Funds of the Card

18. The Account Holder and the Bank agree on a Credit Limit and Card Usage Limit in the Agreement.
19. The Account Holder and the Bank may agree in the Agreement that the Cardholder may use Own Funds with the Card. In the Agreement, the parties shall specify whether the Own Funds or the Credit Limit is used first to pay for Operations. On a Card Account, the Own Funds are always used first.
20. The Cardholder shall not carry out an Operation that exceeds the Card Usage Limit or the Available Funds of the Card.
21. If there is more than one Card, incl. Cardholder, tied to one Agreement, or if it is possible to use Own Funds with the Card, the total sum of Card Usage Limits may exceed that of the Credit Limit.

22. If the total sum of the Available Funds on the Card or Card Account is less than the Card Usage Limit assigned to the Cardholder, the Cardholder may carry out Operations only within the Available Funds on the Card or Card Account.

Income and Settlements

23. The Bank is entitled to demand that the entire income of the Client is received on the account of the Client at the Bank and that settlements are carried out via the Bank.

Carrying out Operations

24. The Cardholder shall carry out Operations only in automated teller machines, POS terminals, and other places of settlement that are marked with the Card logo.
25. Upon request of the Service Provider, the Cardholder shall present their identity document when carrying out an Operation and allow entering of the document data on the sales receipt.
26. The Operation is binding to the Cardholder if they have given their consent to it, i.e. have authorised the Operation. The following activities are deemed to serve as an authorisation of an Operation:
 - 26.1 signing the sales receipt;
 - 26.2 entering a PIN;
 - 26.3 entering the Card data on the website of the Service Provider in the space foreseen for that purpose when paying on the Internet;
 - 26.4 for an Operation with pre-authorisation, forwarding the Card data to the Service Provider;
 - 26.5 using the Card for making a contactless payment or another similar payment;
 - 26.6 giving the consent for carrying out an Operation in any other manner acceptable to the Bank.
27. When performing an Operation, the Bank and the Service Provider may request additional identification of the Cardholder, for example via the Bank's Internet Bank.
28. Upon the Bank's request, the Service Provider may refuse to service the Cardholder or may confiscate the Card.
29. The Operations shall be carried out only by the Cardholder in person. The Bank assumes that all 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 17.
30. The Cardholder shall not use the Card for illegal purposes or in a manner that may cause damage to the Bank or a third party.
31. The Bank may disregard the order forwarded by the Cardholder if:
 - 31.1 the Account is blocked or seized;
 - 31.2 the Card is blocked;
 - 31.3 the order exceeds the Available Funds on the Card or Card Account or the unused part of the Credit Limit;
 - 31.4 it is not possible to identify the Cardholder through the Bank's Internet Bank when making an online purchase;
 - 31.5 other grounds provided in legislation appear.
32. The Bank shall fulfil the order of the Cardholder within the term established in the terms of settlement of the Bank.
33. The Cardholder shall inform the Bank of an error or failure hindering the performance of the Operation.
34. The Bank shall make the information on Operations (the statement) available to the Account Holder in Internet Bank or in another electronic channel of the Bank.
35. At the request of the Account Holder, the Bank forwards the statement in accordance with the price list in another agreed-upon manner. If the Parties have agreed to send the statement on paper, the statement shall be sent to the address last submitted by the Account Holder to the Bank for sending a statement.

Blocking the Card

36. The Account Holder and the Cardholder may demand blocking the Card from the Bank at any time.
37. The Bank may, on its own initiative, block the credit limit fully or partially if the Account Holder or Cardholder does not fulfil obligations arising from the Agreement or the security contract of the Agreement.
38. The Bank may, on its own initiative, block the Card either fully, partially, or partially for certain Operations (e.g. Internet purchases, use of the Card in a certain country or region, transactions using the magnetic strip of the Card, contactless payments) if:

- 38.1 there are grounds for blocking proceeding from the Agreement, the Bank's general terms and conditions, or legislation;
 - 38.2 the Account Holder or Cardholder does not perform an obligation proceeding from the Agreement or the security contract of the Agreement;
 - 38.3 the Bank becomes aware of a fact, pursuant to which it may reasonably conclude that
 - the solvency of the Account Holder has deteriorated or due performance of the Agreement is questionable;
 - the Card is or may be used against the will of the Account Holder or blocking the Card is necessary for any other security considerations;
 - fraud is being committed by the Account Holder or the Cardholder;
 - 38.4 the Cardholder has not used the Card for at least six (6) consecutive months.
39. Generally, the Bank releases the block of the Card on the basis of an application submitted by the Account Holder after the circumstances forming the basis of blocking have lapsed. The Bank shall release the block within 10 calendar days from the day when the Bank received the application. In justified cases, the Bank may unblock the card without an application from the Account Holder.
40. To remove the block, the Bank may demand that the Account Holder present to the Bank documents (statements of account, proof of the receipt of income, financial statements, etc.) that support their solvency.

Payment obligation

Repayment methods of the Credit Amount

41. The repayment method of the Credit Amount is specified in the Agreement. This could be Predetermined Repayment or Fixed Payment. In the case of Predetermined Repayment, a Loan Limit may be established in the Agreement upon the consent of the Bank.
42. The Bank and the Account Holder have agreed that the Bank makes payments from the Account to the Bank to repay the credit amount, interest, late interests, service fees, and other contractual amounts until the obligations arising from the contract are fulfilled.

Payment obligation in the case of Predetermined Repayment

43. In the case of Predetermined Repayment, an Account is determined in the Agreement, from which the Bank makes the following payments on the Payment Date: sums of Operations carried out on from the Credit Limit and received by the Bank during the last Payment Period, commission fees, default interests for late payments, and an interest payment if a Loan Limit has been assigned and used.

Payment obligation in the case of a Loan Limit

44. If a Loan Limit has been agreed upon in the Agreement, the Bank settles on the Payment Date the aggregated amount of Operations received by the Bank during the previous Payment Period and the commission fees on from the Loan Limit.
45. For the use of the Loan Limit, the Account Holder pays interest to the Bank on the Payment Date on the loan taken into use in the Payment Period within the rate established in the Agreement. When calculating the interest, the Bank proceeds from a year of 360 days, the actual number of days in a month, and the interest rate. The interest period equals the Payment Period. The Bank calculates interest for the days when the Account Holder uses the Loan Limit.
46. On the Payment Date, the Bank makes from the Account the interest payment calculated on the loan taken into use in the previous Payment Period and
 - 46.1 the maximum repayment of the used Loan Limit as specified by the Account Holder, or
 - 46.2 a payment in the amount of the available funds of the Account, if this is not enough for making the maximum repayment.
47. If there are no funds available in the Account for the payment of interest or for repaying the loan taken into use at least within the mandatory monthly minimum repayment specified by the Bank, the Bank reserves the amount of interest or minimum repayment amount in the Account and starts calculating default interest on the debt of minimum repayment.
48. The Account Holder may make repayments of the loan taken into use at a bank office as well as in the bank's Internet Bank. The aforementioned repayments cannot be executed on a Payment Date.
49. The Bank may end offering the Loan Limit and demand repayment of the loan taken into use within a reasonable time, by giving the Account Holder who is a Private Client at least 2 months' advance notice thereof and to the Account Holder who is a Business Client at least 1 month's advance notice thereof pursuant to the procedure set forth in the general terms and conditions.

Payment obligation in the case of Fixed Payment

50. In the case of Fixed Payment, the Account from which the Bank makes payments in accordance with Clauses 52–58 is specified in the Agreement.
51. A Card Account is determined in the Agreement, on which the Bank opens a Credit Limit and the funds on which may be used by the cardholder to pay for Operations.
52. On the first day of each calendar month, the Bank fixes the Credit Amount, incl. the commission fees that are included in the Credit Amount.
53. The Agreement specifies a monthly mandatory repayment amount, in the amount of which the Bank makes a payment from the Account on the Payment Date, if the Credit Limit has been used as at the first day of the next calendar month, following the Payment Period. If the Credit Amount is less than the mandatory repayment amount, the Bank makes a payment in the amount of the Credit Amount from the Account.
54. For the use of the Credit Limit, the Account Holder pays monthly interest from the used Credit Amount to the Bank on the Payment Date within the rate established in the Agreement, and the Bank makes an interest payment from the Account on the Payment Date. When calculating the interest, the Bank proceeds from a year of 360 days, the actual number of days in a month, and the interest rate. The interest period equals the Payment Period. The Bank only charges interest for the days on which the Account Holder uses the Credit Limit.
55. The sum of an Operation exceeding the Credit Limit becomes collectable and the Bank makes a payment from the Account as soon as the Operation has been received by the Bank.
56. In addition to as provided in Clause 53, the Account Holder can make repayments of the Credit Amount at the bank office and in the bank's Internet Bank. The aforementioned repayments cannot be executed on a Payment Date.
57. If the Account Holder makes a repayment of the Credit Amount as per Clause 56 or if money is received on the Card Account during the period from the first day of the month until 6 p.m. on the last day before the Payment Date (including), the Bank debits from the Account on the Payment Date an amount which is calculated by deducting from the initial amount intended to be transferred on the Payment Date the amount received on the Card Account or the amount of the Credit Amount repaid in the aforementioned period.
58. If the repayments are made pursuant to Clauses 53 or 56, the Credit can be re-used in the Amount paid to the Bank.
59. If the balance of the Card Account is positive upon the termination of the Agreement or in other cases where the Card Account is closed, the Bank will transfer the amount on the Card Account to the Account.

General conditions of the payment obligation

60. The Bank debits the sums of Operations from Own Funds and commission fees from the Account. If Fixed Payment is selected as the repayment method, the Bank debits the sums of Operations made with the Card with Own Funds as well as service fees from the Card Account. The Bank includes the sums of Operations and commission fees made from Credit Limit in the Credit Amount.
61. When processing Operations, the Bank proceeds from the order specified in the Agreement, debiting first the amount of Operations from either Own Funds or the Credit Limit. If the Cardholder uses Own Funds with the Card, the amount in the Account in the currency specified with the Agreement must be sufficient to pay for the Operations and commission fees.
62. Based on the agreed repayment method, the Account Holder shall guarantee sufficient funds in the Account at 6 p.m. on the Payment Date in the Agreement currency for the payment of Operations, mandatory repayment amount or minimum repayment amount, interest, commission fees, and other contractual payments. If there is not enough money in the Account, the Bank may also make the payment after the Payment Date.
63. The Bank may debit the commission fee, which is not included in the Credit Amount (e.g. amendment fee of the Agreement), within a reasonable time after carrying out a transaction or another activity serving as basis to the commission fee (e.g. on the next day following the amendment of the Agreement) or on the Payment Date.
64. The Bank may charge the Account Holder who is a Business Client the commission fee in the full amount also if the Agreement was terminated in the middle of the Payment Period.
65. All claims for Card Operations executed in a foreign currency are received by the Bank from international card organisations (Visa, Mastercard), converted into euros according to their determined exchange rates. Currency exchange information is available via the Bank's website. The Bank may charge a fee for a transaction in foreign currency as per their Price List.
66. If the Payment Date falls on a weekend or national holiday, the Payment Date will be the business day immediately following such a day.

Liability of the parties

67. The Account Holder is responsible for all Operations, unless the Agreement or the law determines otherwise.
68. The Bank shall be liable for:
 - 68.1 disregarded or incompletely fulfilled orders received by the Bank;
 - 68.2 operations performed against the will of the Account Holder, except in cases where the Cardholder or Account Holder
 - bears the risk of theft or loss of the Card or the Card Data or the risk of the PIN and other Personalised Security Elements falling into the hands of or other unlawful use by third parties or
 - intentionally or due to gross negligence is in breach of an obligation set forth in the Agreement, incl. e.g. the obligation stipulated in Clause 15 or 17;
 - 68.3 any errors or disturbances in managing the Card Account.
69. Upon being liable under Clause 68, the Bank shall
 - 69.1 compensate to the Account Holder for any direct financial loss (except indirect loss) caused as a result of disregarded or incompletely fulfilled order and possible interest;
 - 69.2 in the case of an Operation performed against the will of the Account Holder, restore the balance of funds valid before carrying out the Operation by no later than on the next working day after learning about an Operation carried out against the will of the Cardholder.
70. If the Account Holder violates an obligation set out in Clause 62 or if the Cardholder makes an Operation exceeding the Available Funds on the Card or Card Account (incl. the Credit Limit or the Card Usage Limit), the Bank may
 - 70.1 make the relevant payment from any current account of the Account Holder at the Bank;
 - 70.2 demand from the Account Holder who is a Business Client default interest of 0.2% of debt for each day of delay with the payment;
 - 70.3 demand from the Account Holder who is a Private Client default interest for each day of delay with the payment at the rate established by law;
 - 70.4 realise the collateral of the Agreement for covering the debt.
 - 70.5 send a debt-claim notice to the Account Holder for the fee in accordance with the price list.
71. The Bank may make payments in the amount of collectible debt, contractual penalty, and default interest from any current account of the Account Holder at the Bank or withhold it from amounts received by the Account Holder at any time, including after the termination of the Agreement.
72. The Bank may immediately debit the amount returned to the Account Holder on the basis of Clause 69.2 from their Account, Card Account, or Card if it turns out that the Operation was carried out by the Cardholder or that the Operation was carried out due to gross negligence, intent, or fraud of the Cardholder or the Account Holder.
73. If the Bank and the Account Holder have concluded a security contract securing the Agreement and enabling immediate compulsory execution, the Account Holder is subject to immediate compulsory execution for fulfilment of the Bank's monetary claim arising out of the Agreement pursuant to procedure as provided in the Code of Enforcement Procedure.

Retention limit

74. 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.
75. 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 50 euros.
76. The retention limit is not applied if the Cardholder or Account Holder has violated with intent or gross negligence the obligations stipulated in the Agreement or in the case of fraud by the Cardholder or Account Holder; in this case, the Account Holder is be liable for the caused damage in the full extent.

Settlement of disputes

77. An Account Holder or a 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 from the day the payment was made.
78. An Account Holder or a Cardholder who is a Business Client shall file a claim with the Bank no later than within one month from the day the payment was made.

79. An Account Holder or a Cardholder who is a Private Client may demand from the Bank reimbursement of a payment initiated by or via a Service Provider (e.g. card payments in accommodation enterprises or car rental companies) and executed pursuant to an authorised transfer order within the full transferred amount if they submit a claim for chargeback to the Bank within eight (8) weeks as of the deduction of the amount from the Card.
80. Both of the following conditions must be fulfilled to file a claim for chargeback as per Clause 79:
 - 80.1 the exact amount of payment was not determined during the authorisation of the payment;
 - 80.2 the transferred amount of money exceeds the sum that the Account Holder or the Cardholder would have expected considering the conditions of the Agreement, previous amounts of payment, and other circumstances.
81. The circumstances stated in Clause 80 shall be certified by the Account Holder or the Cardholder.
82. An Account Holder or the Cardholder shall file claims on all other Operations no later than within one month from the day the Operation was carried out.
83. If the claim is filed later than the term specified in Chapter 'Settlement of disputes', the Bank may disregard it.
84. Any disputes between the Account Holder, Cardholder, and the Bank shall be settled in accordance with the Bank's general terms and conditions.

Term, amendment, and termination of the Agreement

85. This Agreement takes effect upon signature and is concluded without a term. An Agreement concluded via the Internet Bank or another electronic channel of the Bank takes effect when the Account Holder grants its consent for the conclusion of the Agreement with the PIN calculator's passwords, a digital signature, or other electronic means accepted by the Bank.
86. The Bank may change the Agreement (incl. the Card limits and the rights of use in justified cases) and the Price List, notifying the Account Holder thereof pursuant to procedure and at the term set forth in the Bank's general terms and conditions. If the Account Holder does not accept the amendment, they may cancel the Agreement within the introduction period, performing prior to that all the obligations arising from the Agreement. If the Account Holder has not cancelled the Agreement within the introduction period, they will be deemed to have agreed to the amendment.
87. The Account Holder may cancel the Agreement by notifying the Bank thereof at least one month in advance. After having received a cancellation application of the Agreement, the Bank shall close all Cards tied to the Agreement as well as the Card Account (if it exists).
88. The Bank may ordinarily cancel the Agreement by giving the Account Holder who is a Private Client at least 2 months' advance notice thereof and to the Account Holders who are Business Clients at least 1 month's advance notice thereof pursuant to the procedure set forth in the general terms and conditions.
89. The Bank may cancel the Agreement extraordinarily with good reason without following the term specified in Clause 88, including on the grounds specified in the general terms and conditions. Above all, a good reason is the debt of the Account Holder towards the Bank or an event that prevents the performance of the Agreement.
90. The Agreement ends without advance notification when
 - 90.1 all Cards issued based on the Agreement have been blocked for at least two consecutive months;
 - 90.2 the Cardholder has not picked up the Card from the bank office within two months as of making the Card;
 - 90.3 the Cardholder has not activated the Card within two months;
 - 90.4 the Bank does not prepare a new Card due to the reason specified in Clause 12;
91. If the Account Holder does not apply for removing the block from the Card or if the Bank does not remove the block, the Account Holder's Agreement may end without prior notification on grounds set out in Clause 90.1 even if the Account Holder is not in arrears towards the Bank.
92. If the Card has a Loan Limit or the repayment method is Fixed Payment, the Agreement of an Account Holder who is a Private Client ends on grounds set out in Clause 90 only if the Loan Limit or Credit Limit has not been used.
93. Termination of the Agreement does not influence the collection or satisfaction of an Operation executed or financial obligation emerged before termination of the Agreement. Thereby, the termination of the Agreement does not affect the fulfilment of Clause 42 or the Bank's right to withhold payments from the sums received by the Account Holder.

Repayment of the Credit Amount

94. When the Agreement ends, the Account Holder shall immediately pay to the bank all amounts of Operations carried out before termination of the Agreement, the Credit Amount, the loan taken into use, the outstanding interest, default interest, commission fees, and other contractual debts.

95. If the method of repayment is Fixed Payment, the Credit Limit has been used, and the Account Holder who is a Private Client has no debt towards the Bank arising from the payment of the mandatory repayment amount or other amounts, the Account Holder who is a Private Client repays the Credit Amount on conditions set out in Clause 96 if
 - 95.1 all Cards issued based on the Agreement have been blocked for at least two consecutive months;
 - 95.2 the Cardholder has not picked up the Card from the bank office within two months as of making the Card;
 - 95.3 the Cardholder has not activated the Card within two months;
 - 95.4 the Bank does not prepare a new Card due to the reason specified in Clause 12;
 - 95.5 the Account Holder expresses their wish to repay the Credit Amount in accordance with a repayment schedule.
96. In cases specified in Clause 95, the Account Holder who is a Private Client repays to the Bank the Credit Amount and pays interest on the following conditions:
 - 96.1 on the Payment Date of each calendar month, the Account Holder pays to the Bank the mandatory repayment amount and interest until the Credit Amount is fully repaid. Interest is calculated on the unpaid Credit Amount, proceeding from a year of 360 days, the actual number of days in a month, and the annual interest rate of 20%;
 - 96.2 if the mandatory repayment amount, specified in the Agreement, is less than 1/24 of the Credit Limit, the mandatory repayment amount is deemed to be 1/24 of the Credit Limit;
97. If the Account Holder who is a Private Client has used the Loan Limit and does not owe to the Bank the minimum repayment amount or other amounts, then in cases set out in Clauses 95.1–95.5, the Account Holder who is a Private Client repays the loan taken into use on the following conditions:
 - 97.1 on the Payment Date of each calendar month, the Account Holder pays to the Bank the minimum repayment amount and interest until the loan taken into use is fully repaid. Interest is calculated on the unpaid loan amount, proceeding from a year of 360 days, the actual number of days in a month, and the annual interest rate of 20%;
 - 97.2 if the minimum repayment amount, determined in the Agreement, is less than 1/24 of the loan limit, the minimum repayment amount is deemed to be 1/24 of the Loan Limit.
98. The future payment schedule prepared on the basis of Clauses 96 and 97 is available in the Internet Bank or, in the case of a lack thereof, in another form agreed upon at the request of the Account Holder.

Confidentiality

99. 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.
100. The Cardholder is aware that to provide certain discounts or offers granted as a result of holding certain types of cards (for example, the Gold Card), the Bank may provide information to their partners (for example, travel insurance providers) about the validity of the Card issued to the Cardholder to perform the Agreement.