



Terms and conditions of the international credit card agreement with fixed payment

Valid as of 01.12.2016

Contents

Definitions	2
General provisions	2
Issue and validity of Card	3
Safety of using the Card	3
Limits and the available funds of Card Account	3
Carrying out Operations	4
Blocking the Card	5
Payment obligation	5
Liability of the parties	6
Retention limit	6
Repayment of the Credit Amount	7
Settlement of disputes	7
Term, amendment and termination of the Agreement	8
Confidentiality	8

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.

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.

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

Card Account means an account in which the Bank opens a Credit Limit and the funds in which are used to pay for the Card Operations.

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

Card Usage Limit means the maximum amount, within which the Cardholder may carry out Operations during one Payment Period. Card Usage Limit is determined upon agreement of the Account Holder and the Bank.

Mandatory Repayment Limit means the limit of the used part of Credit Limit, upon exceeding whereof the Account Holder shall repay the Bank the mandatory repayment amount specified in the Agreement pursuant to the manner and time laid down in the Agreement.

Account means a current account in the name of the Account Holder at the Bank, from which the Bank debits the amounts payable under the Agreement.

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

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

Credit Amount means the amount of Credit Limit taken into use.

Agreement means the international credit card agreement with Fixed Payment and the terms and conditions of the international credit card agreement with Fixed Payment.

Payment Period is one calendar month.

Payment Date means the date specified in the Agreement, on which the Bank debits from the Account the amounts payable under the Agreement.

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.

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

Operation means use of the Card to pay for the goods or services, withdraw cash, make payments, obtain account information and perform other similar activities related to the Card.

Business Client means a sole proprietor or a legal person.

General provisions

1. The Agreement regulates the rights and obligations created upon using a Card issued by the Bank.
2. For issuing and using the Card, the Bank and the Account Holder conclude an agreement, in which the Cardholder shall be determined. The Account Holder authorises the Cardholder on conditions set out in the Agreement to use the credit or the funds of the Account Holder with the Card. To perform the Agreement, the Account Holder shall have an 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 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. 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 fee for Operations with its Price List.

5. Any monetary claims of the Bank arising out of 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 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 to enabling lower interest rate.
7. 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.
8. The provisions of the law of the Republic of Estonia shall apply to this Agreement.

Issue and validity of Card

9. 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. Upon issuing an extension Card the Bank may retain for the new Card the PIN of the old Card.
10. Upon receipt of the Card the Cardholder shall sign the Card in handwriting.
11. 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.
12. The Bank has the right not to make a new Card if the Account Holder or the Cardholder has violated their contractual obligation, including the terms and conditions for using the Card.
13. 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.
14. 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 the day when the Card was closed, invalidated or became unfit for use in any other way.

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 apart 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 homepage 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, 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 apply for blocking of the Card in any other way accepted by the Bank.

Limits and the available funds of Card Account

18. The Account Holder and the Bank shall agree on a Credit Limit upon conclusion of the Agreement.
19. The Account Holder or a third party may transfer additional funds to the Card Account, increasing thereby the available funds of the Card Account. The unused part of the Credit Limit and additional funds transferred to the Card Account shall comprise the available funds of the Card Account.

20. The Account Holder shall upon agreement with the Bank assign a Card Usage Limit to the Cardholder.
21. If there is more than one Card, incl. Cardholder, tied to one Agreement, the total sum of Card Usage Limits assigned to them may exceed that of the Credit Limit.
22. If the total of available funds of the Card Account is less than the Card Usage Limit assigned to the Cardholder, the Cardholder may carry out Operations only within the available funds of the Card Account.
23. The Account Holder and the Bank shall agree on the Mandatory Repayment Limit upon conclusion of the Agreement. This is the limit of the used part of Credit Limit, upon exceeding whereof the Account Holder shall repay the Bank the mandatory repayment amount specified in the Agreement pursuant to the manner and time laid down in the Agreement.

Carrying out Operations

24. The Cardholder shall carry out the Operations only in such automated teller machines, POS terminals and other places of settlement, which 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 webpage 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 carrying out an Operation, the Bank and the Service Provider may request additional identification of the Cardholder.
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 carry out an Operation, which exceeds the Card Usage Limit and the available funds of the Card Account.
31. 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.
32. The Bank may disregard the order forwarded by the Cardholder, if:
 - 32.1 the Account is blocked or seized;
 - 32.2 the Card is blocked;
 - 32.3 the order exceeds the available funds of the Card Account or the unused part of the Card Usage Limit;
 - 32.4 other grounds as provided in legislation appear.
33. The Bank shall:
 - 33.1 fulfil the order of the Cardholder on the term established in the terms of settlement of the Bank;
 - 33.2 perform other obligations arising from legislation.
34. The Cardholder shall inform the Bank of an error or failure, hindering the performance of the Operation.
35. The Bank shall make the information on Operations available to the Account Holder in Internet bank or in another electronic channel.
36. The Bank shall forward upon Account Holder's request a statement of Operations carried out in the Payment Period, commission fees, interest, mandatory repayment amount and outstanding payments of mandatory repayment amounts from previous Payment Periods, in writing or in a format enabling written reproduction at the beginning of the following calendar month, at the latest. This information is sent to the address, which the Account Holder has most recently provided to the Bank for receiving the statement.

Blocking the Card

37. The Account Holder and the Cardholder may at any time demand from the Bank blocking of the Card.
38. The Bank may on its own initiative block the Card either fully 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), 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 one or several obligations 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;
 - 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. The Bank shall release the block of the Card within ten (10) calendar days as of the day when the Bank received a relevant application from the Account Holder if the circumstances forming the basis of blocking have lapsed.
40. To remove the block the Bank may demand that the Account Holder presents to the Bank documents (statements of account, proof of the receipt of income, financial statements, etc.), which support their solvency.

Payment obligation

41. The Agreement shall specify
 - 41.1 the Card Account, in which the Bank opens a Credit Limit and the funds in which the Cardholder uses to pay for the Operations, and
 - 41.2 the Account, to which the Card Account is tied and from which contractual transfers are made.
42. The Bank debits from the Card Account and Account the sums of all Operations and commission fees.
43. On the first day of each month the Bank fixes the Credit Amount on the Card Account. Commission fees, which the Bank debits from the Card Account, are included in the Credit Amount.
44. For the use of the Credit Limit, the Account Holder shall pay monthly interest to the Bank on the Payment Date within the rate established in the Agreement. When calculating the interest, the Bank shall proceed from the Credit Amount used during the Payment Period, a year of 360 days, the actual number of days in a month and the interest rate. The interest period shall equal to the Payment Period. The Bank shall only charge interest for the number of days on which the Account Holder used the Credit Limit.
45. On the Payment Day, the Bank may debit from the Account the contractual interest and commission fees related to the use of the Card, which are not taken from the Card Account. The Bank may charge the Account Holder who is a Business Client the commission fee in the full amount also if the Agreement has terminated in the middle of the Payment Period.
46. If, on the 1st day of the month, the Credit Amount exceeds the Mandatory Repayment Limit, the Bank shall debit from the Account, on the Payment Date, the Credit Amount exceeding the Mandatory Repayment Limit, however not less than 10 euros and not more than the Mandatory Repayment Amount.
47. If the Account Holder or a third party has transferred funds to the Card Account during the period, which lasts from the first day of the month until the last day before the Payment Date (inclusive), then the Bank shall debit 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 transferred to the Card Account in the aforementioned period. The Bank shall not make a transfer if the amount to be debited is less than 10 euros.
48. If the repayments are made pursuant to Clauses 46 and 47, the Credit Amount shall decrease by the amount paid to the Bank.
49. If after repayment of the Credit Amount to the Bank, the balance of the Card Account is positive upon termination of the Agreement or in any other case when the Card Account is closed, the Bank shall transfer the money in the Card Account to the Account.
50. The Account Holder shall guarantee sufficient funds in the Account in the currency agreed upon in the Agreement on the Payment Date for debiting the Mandatory Repayment Amount, as well as the interest and commission fees related to the use of the Card or for the payment of other amounts. If the amount in the Account is insufficient, the Bank may debit the amount also after the Payment Date.

51. Upon termination of the Agreement, the Bank repays pro rata the advance payments made by the Account Holder in the cases and according to the procedure set forth in the general terms and conditions.
52. 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. The Bank may charge a fee for a transaction in foreign currency as per Price List.

Liability of the parties

53. The Bank shall be liable for:
 - 53.1 disregarded or incompletely fulfilled orders received by the Bank;
 - 53.2 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 and other Personalised Security Elements 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 15 or 17;
 - 53.3 any error or disturbance in maintaining the Account and Card Account.
54. Upon being liable under Clause 53, the Bank shall
 - 54.1 compensate to the Account Holder for any damage caused as a result of disregarded or incompletely fulfilled order and possible interest;
 - 54.2 in the case of an Operation performed against the will of the Account Holder, restore the balance of funds in the Account or Card Account, valid before carrying out the Operation.
55. The Account Holder shall be liable for all Operations, unless otherwise provided by the Agreement or law.
56. If the funds in the Account are insufficient to debit the mandatory repayment amount or interest or commission fee, or if the Cardholder carries out an Operation with the Card that exceeds the available funds of the Card Account, including the Credit Limit or Card Usage Limit, the Bank may
 - 56.1 debit the amount of debt from any current account of the Account Holder at the Bank;
 - 56.2 demand from the Account Holder who is a Business Client default interest of 0.2% on the amount of debt for each day in delay;
 - 56.3 demand from the Account Holder who is a Private Client default interest for each day in delay at the rate established by law;
 - 56.4 realise the collateral of the Agreement for covering the debt.
57. The Bank may debit 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 termination of the Agreement.
58. If the Bank and the Account Holder have concluded a security contract securing the performance of the Agreement and enabling immediate compulsory execution, the Account Holder shall be subject to immediate 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

59. 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.
60. 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.
61. 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 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.

Repayment of the Credit Amount

62. If the Agreement ends,
- 62.1 the Account Holder shall immediately repay the Bank the used Credit Amount, the outstanding interest, default interest and other contractual debts, or
- 62.2 the Bank shall debit the amount of debt from the Account or from any other current account of the Account Holder at the Bank.
63. The Account Holder repays the Credit Amount on conditions set out in Clause 64, when
- 63.1 all Cards issued based on the Agreement have been blocked for at least two consecutive months;
- 63.2 the Cardholder has not picked up the Card from the bank office within two months as of making the Card;
- 63.3 the Cardholder has not activated the Card within two months;
- 63.4 the Bank does not prepare a new Card due to the reason specified in Clause 12;
- 63.5 the Account Holder expresses their wish to repay the Credit Amount in accordance with a repayment schedule.
64. In cases specified in Clause 63, the Account Holder shall return to the Bank the Credit Amount on the following conditions:
- 64.1 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 interest rate of 20%;
- 64.2 If the mandatory repayment amount is not specified in the Agreement, the Bank and the Account Holder shall agree on a mandatory repayment amount of
- 1/24 of the Credit Limit, or
 - 10 euros, if 1/24 of the Credit Limit is less than 10 euros.
65. If the Account Holder owes to the Bank any payments of mandatory repayment amount or another amount, then Clauses 63 and 64 do not apply and the Bank may debit the amount of debt (incl. interest and other contractual amounts) from the Account or from any current account of the Account Holder at the Bank.

Settlement of disputes

66. 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.
67. 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.
68. An Account Holder or a Cardholder, who is a Private Client, may demand from the Bank reimbursement of a payment, initiated by or via the 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 deduction of the amount from the Card.
69. Both of the following conditions must be fulfilled in order to file a claim for chargeback, specified in Clause 68:
- 69.1 the exact amount of payment was not determined during authorisation of the payment;
- 69.2 the transferred amount of money exceeds the sum, which the Account Holder or the Cardholder would have expected considering the conditions of the Agreement, previous amounts of payment and other circumstances.
70. The circumstances stated in Clause 69 shall be certified by the Account Holder or the Cardholder.
71. 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.
72. If the claim is filed later than the term specified in Chapter "Settlement of disputes", the Bank may disregard it.
73. 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 termination of the Agreement

74. This Agreement shall take effect upon its signing and is concluded without a term. An Agreement concluded via the Internet bank shall take effect when the Account Holder grants its consent for the conclusion of the Agreement with a code card, the PIN calculator's passwords, a digital signature, or other electronic means accepted by the Bank.
75. 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, it shall be deemed that they have agreed to the amendment.
76. The Account Holder may cancel the Agreement by notifying the Bank 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 and the Card Account.
77. 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.
78. The Bank may cancel the Agreement extraordinarily with good reason without following the term specified in Clause 77. A good reason shall be above all the debt of the Account Holder towards the Bank or an event, which prevents the performance of the Agreement.
79. The Agreement ends without giving advance notification, when the Credit Limit has not been used and
 - 79.1 all Cards have been blocked for at least two consecutive months;
 - 79.2 the Cardholder has not picked up the Card from the bank office within two months as of preparing the Card;
 - 79.3 the Cardholder has not activated the Card within two months;
 - 79.4 the Bank does not prepare a new Card due to the reason specified in Clause 12;
 - 79.5 the Bank has been notified of the death of an Account Holder who is a natural person;
 - 79.6 the current account agreement entered into between the Bank and the Account Holder has ended.
80. Termination of the Agreement does not influence collection or satisfaction of an Operation executed or financial obligation emerged before termination of the Agreement. Whereas termination of the Agreement does not affect the Bank's right to debit the requested sum from any current account belonging to the Account Holder at the Bank or withhold it from amounts received by the Account Holder.

Confidentiality

81. 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.