

Terms and conditions of international debit card agreement

Valid as of 13 January 2018

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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.

Agreement means the terms and conditions of international debit card agreement. In all relations between the Bank, the Account Holder and the 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 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 Holder has opened in their name and which is tied to the Agreement.

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.

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 Operations.

General provisions

1. The Agreement regulates the rights and obligations created upon using a debit card issued by the Bank. The Account Holder can obtain free information from the Bank about the terms and conditions of the Agreement at any time.
2. With the Agreement, the Account Holder appoints the Cardholder and authorises them 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 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 permitted Operations and their Limits 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. The Bank may:
 - 5.1 offer additional Card-related services and benefits to the Account Holder and the Cardholder;
 - 5.2 terminate the offer of additional services and benefits without the consent of the Account Holder and the Cardholder;
 - 5.3 establish commission fees with its Price List to all the mentioned services and benefits.
6. The law of the Republic of Estonia shall apply to this Agreement.

Issue and validity of Card

7. 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.
8. Upon receipt of the Card the Cardholder shall sign the Card in handwriting.
9. 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 automatically make a new Card and inform the Account Holder or Cardholder of the time and place of issuing the Card to the Cardholder.
10. The Bank has the right not to make a new Card if the Account Holder or the Cardholder has violated their contractual obligations.
11. 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.
12. 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

13. The Cardholder shall
 - 13.1 keep the Card with due care;
 - 13.2 memorise the PIN and change it from time to time;
 - 13.3 prevent the Card, the PIN, or other personalised security elements (card's security code, etc.) from falling into the hands of third parties;
 - 13.4 not save the Card data, including the PIN and other personalised security elements, on any data carrier;
 - 13.5 keep the Card apart from high temperature, mechanical damage and strong electromagnetic waves;
 - 13.6 not alter the Card or make copies of it;
 - 13.7 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.
14. If the Cardholder has entered the PIN incorrectly three consecutive times, the Bank may block the use of the Card or confiscate the Card.
15. 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

16. 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 in such automated teller machines, POS terminals and other places of settlement which are marked with the Card logo.
17. Upon request of the Service Provider, the Cardholder shall present their identity document and allow entering of the document data on the sales receipt.
18. 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. The following activities are deemed serve as an authorisation of an Operation:
 - 18.1 signing the sales receipt;
 - 18.2 entering a PIN;
 - 18.3 entering the Card data on the webpage of the Service Provider in the space foreseen for that purpose when paying on the Internet;
 - 18.4 for an Operation with pre-authorisation, forwarding the Card data to the Service Provider;
 - 18.5 using the Card for making a contactless payment or another similar payment;
 - 18.6 giving the consent for carrying out an Operation in any other manner acceptable to the Bank.
19. When carrying out an Operation, the Bank and the Service Provider may request additional identification of the Cardholder, for example through the Internet Bank of the Bank.
20. Cards with a function of certifying the status of the Cardholder as a student or a teacher may be received and used only by a Cardholder with the respective status.
21. Upon the Bank's request the Service Provider may refuse to service the Cardholder or seize the Card.
22. The Operations with the Card may be carried out only by the Cardholder in person. 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 15.
23. 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.
24. The Bank may disregard the order forwarded by the Cardholder, if:
 - 24.1 the Account of the Account Holder is blocked or seized;
 - 24.2 the Card is blocked;
 - 24.3 the order exceeds the unused part of assigned Limit;
 - 24.4 the money in the Account is insufficient for performing the Operation and paying the commission fee as per the Price list;
 - 24.5. the Cardholder cannot be identified via the Internet Bank when making purchases online;
 - 24.6 other grounds as provided in legislation appear.
25. The Bank shall fulfil the order of the Cardholder on the term established in the terms of settlement of the Bank.
26. The Cardholder shall inform the Bank or an error or failure, hindering the performance of the Operation.
27. The Account Holder may obtain information on the Operations via the Internet bank or other electronic channels and from a bank office.

Blocking the Card

28. The Account Holder and the Cardholder may at any time demand from the Bank blocking of the Card.
29. The Bank may block the Card either fully or partially or 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:
 - 29.1 there are grounds for blocking proceeding from the Agreement, the Bank's general terms and conditions, or legislation;
 - 29.2 the Account Holder or Cardholder does not perform the obligations proceeding from the Agreement;
 - 29.3 in case of Cards with the function of certifying the status of the Cardholder as a student or a teacher, the Bank has become aware that the Cardholder no longer has that status;
 - 29.4 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, involves fraud being committed by the Account Holder or the Cardholder, or if blocking the card is necessary for other safety-related considerations;
 - 29.5 the Cardholder has not used the Card for at least six (6) consecutive months.

30. 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. In justified cases, the Bank may release the block of the Card without an application from the Account Holder.

Payment obligation

31. The Bank may debit from the account all amounts for Card Operations and commission fees as per the Price List. The Bank debits the monthly fees for the current month from the Account within the last ten (10) days of the month. The Bank may charge the commission fees in the full amount from the Account Holder, who is a Business Client, even if the Agreement has ended during the month.
32. 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.
33. 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. Information about exchange rates is available on the webpage of the Bank. The Bank may charge a conversion fee as per Price List.

Liability of the parties

34. The Account Holder shall be liable for all Card Operations, unless otherwise provided by the Agreement or law.
35. The Bank shall be liable for:
 - 35.1 disregarded or incompletely fulfilled orders received by the Bank;
 - 35.2 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 13 or 15.
36. Upon being liable under Clause 35, the Bank shall
 - 36.1 compensate to the Account Holder for any direct patrimonial damage (excl. indirect damage) caused as a result of disregarded or incompletely fulfilled order and possible interest;
 - 36.2 in the case of an Operation performed against the will of the Account Holder, restore the Account balance, valid before carrying out the Operation, at the latest on the working day after being informed of the Operation performed against the will of the Account Holder.
37. If the Account Holder is in breach of Clause 32, 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

38. 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.
39. 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.
40. 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

41. 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.
42. 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.

43. 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 Account.
44. Both of the following conditions must be fulfilled in order to file a claim for chargeback, specified in clause 43:
 - 44.1 the exact amount of payment was not determined during authorisation of the payment;
 - 44.2 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.
45. The circumstances stated in clause 44 shall be certified by the Account Holder or the Cardholder.
46. 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.
47. If the claim is filed later than the term specified in Chapter "Settlement of disputes", the Bank shall be entitled to disregard it.
48. 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

49. This Agreement shall take effect upon its signing and is concluded without a term. If the Agreement is concluded via the Internet bank or another electronic channel of the Bank, it 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.
50. 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.
51. The Account Holder may cancel the Agreement at any time.
52. 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 other Account Holders at least 1 month's advance notice thereof pursuant to the procedure set forth in the general terms and conditions.
53. The Agreement ends without giving advance notification, when
 - 53.1. all Cards issued based on the Agreement have been blocked for at least two consecutive months;
 - 53.2. the Cardholder has not picked up the Card from the bank office within two months as of preparing the Card;
 - 53.3. the Cardholder has not activated the Card within two months;
 - 53.4. the Bank does not prepare a new Card due to the reason specified in Clause 10.
54. 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 and personal data

55. 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.
56. The Account Holder and the Cardholder agree that
 - 56.1 the Bank processes their personal data following the principles provided in the general terms and conditions;
 - 56.2 upon need, the Bank shall request the personal data of the Account Holder or the Cardholder from the operators of state or local government databases (e.g. the Estonian Education Information System);
 - 56.3 the operator of the aforementioned database may forward this personal data to the Bank.
57. The Cardholder is aware that in order to enable the benefits or offers accompanying certain cards (such as the Gold card), the Bank may forward information about the term of validity of the Card issued to the Cardholder to their partner (e.g. a provider of travel insurance).