

**1. GENERAL PROVISIONS**

1.1 International credit card agreement (hereinafter the Agreement) regulates the rights and obligations for using a credit card issued by AS SEB Pank (hereinafter the Bank).

1.2 A credit card is a means of payment owned by the Bank (hereinafter the Card).

1.3 For issuing and using the Card, the Bank and a person holding a current account at the Bank (hereinafter the Account Holder) will conclude an agreement, stipulating the natural person meeting the requirements of the Bank to whom the Card will be issued (hereinafter the Cardholder). The Account Holder will authorise the Cardholder under the Agreement to use the credit on the conditions stipulated in the Agreement.

1.4 The conditions of the Agreement will be binding upon the Cardholder as of issuing the Card to the Cardholder. The Cardholder will confirm the receipt of the Card and compliance with the Agreement with his personal signature on the form of issuing the Card or in another form accepted by the Bank, being an annex to the Agreement.

1.5 The Cardholder may use the Card to pay for the goods or services, withdraw cash, obtain information on transactions and perform other transactions and operations (hereinafter the Transactions). Permitted Transactions and limitations of the same incl., maximum limits of Transactions for a certain period of time shall be agreed on with the Agreement. Commission fees for the Transactions shall be established with the Bank's price list (hereinafter the Price List).

1.6 Any monetary claims of the Bank arising out of the Agreement against the Account Holder shall be secured with collateral agreed in the Agreement.

1.7 The Bank is entitled to offer additional Card-related services and benefits to the Account Holder and Cardholder, incl. offer a lower interest rate than laid down in the Agreement. The Bank is also entitled to terminate the additional services and benefits without the prior consent of the Account Holder and the Cardholder. The Bank has the right to establish commission fees with its Price List for all the mentioned services and benefits (except to the establishment of a lower interest rate).

1.8 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.

1.9 The provisions of the law of the Republic of Estonia shall apply to this Agreement.

**2. THE CARD**

2.1 Upon issuing the Card the Bank will give the Cardholder a secret personal access code (hereinafter the PIN), which shall be considered as the signature of the Cardholder when carrying out Transactions. Upon issuing an extension card the Bank may retain for the new card the PIN used for the previous card.

2.2 Upon receipt of the Card the Cardholder undertakes to personally sign the Card.

2.3 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 and/or Cardholder of the time and place of issuing the Card to the Cardholder.

2.4 The Bank has the right, upon expiry of the validity of the Card or if the Account Holder applies for a replacement card, not to make a new card if the Account Holder and/or the Cardholder has violated his contractual obligations, including the terms and conditions for using the card, agreed in the Agreement.

2.5 If the Account Holder and/or Cardholder is not interested in obtaining a new Card, he must inform the Bank thereof in writing or in another way accepted by the Bank at the latest on the 20<sup>th</sup> day of the calendar month preceding the month indicated on the Card.

2.6 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.

**3. GUARANTEEING SAFETY IN USING THE CARD**

3.1 The Cardholder shall:

3.1.1 Keep the Card with utmost care, remember the PIN, change the PIN from time to time, prevent possession of the Card and/or the PIN by third Parties and shall not save the PIN on any data carrier;

3.1.2 Keep the Card apart from high temperature, mechanical damage and strong electromagnetic waves;

3.1.3 Not alter or copy the Card;

3.1.4 Before using the card, read additional instructions of the Bank as to how to keep the card and the PIN safe. Additional instructions are available in the Bank's offices and on the Bank's homepage.

3.2 If the Cardholder has entered the PIN incorrectly three consecutive times, the Bank may block the use of the Card and/or confiscate the Card.

3.3 If the Card is lost or stolen, and in other events, if there is a risk of using the Card by third Parties, incl. there is a risk that the third Parties have learned the PIN of the Card, the Cardholder and/or Account Holder undertake to immediately inform the Bank thereof by the Bank's 24-hour help-line, inform a bank office or block the use of the Card in any other way accepted by the Bank.

**4. USE OF THE CARD**

4.1 The Account Holder and the Bank shall upon conclusion of the Agreement agree on a maximum amount (hereinafter the Credit), within which the Bank shall grant the Account Holder credit every calendar month from the first until the last day of the calendar month (hereinafter the Payment Period).

4.2 The Account Holder shall upon agreement with the Bank assign a maximum amount to the Cardholder (hereinafter the Monthly Limit), within which the Cardholder may carry out Transactions during the Payment Period. The Cardholder may not exceed the Monthly Limit or the Credit when carrying out the Transactions.

4.2.1 If a Credit is used with several Cards (if more than one Cardholder uses the Credit), the aggregated amount of Monthly Limits, assigned to the Cards, may exceed that of the Credit. If the unused part of the Credit is less than the actual Monthly Limit assigned to the Cardholder, the Cardholder may carry out Transactions only within the unused part of Credit (i.e. less than the actual Monthly Limit assigned to him).

4.3 The Cardholder may carry out Transactions only in the automated teller machines (ATM), POS-terminals and other places of settlement marked with the Card logo.

4.4 When carrying out Transactions with the Card, the Cardholder is obliged to present his personal identity document upon demand of the service provider and agree with recording its data on the sales receipt.

4.5 The Transaction carried out with the Card is binding to the Cardholder, if he has given his consent to it, i.e. has authorised the Transaction. A Transaction is considered authorised by signing the sales receipt, confirming the Transaction by entering the PIN; entering the Card data on the webpage of the service provider in the space foreseen for that purpose when paying on the Internet, or for Transactions with pre-authorisation, forwarding the Card data to the service provider by the Cardholder.

4.6 The person authorised to service the Card may upon demand of the Bank refuse to service the Card or confiscate the Card.

4.7 The Transactions may be carried out only by the Cardholder personally. The Bank has a right to assume that all Card Transactions have been performed by the Cardholder and according to the will of the Account Holder until the opposite has been proved or until the Account Holder and/or Cardholder have informed the Bank in accordance with Clause 3.3.

4.8 The Cardholder may not use the Card for illegal purpose, including for purchasing the goods and services which according to the legislation of the Republic of Estonia are prohibited.

4.9 The Bank may disregard the order forwarded by the Cardholder, if:

4.9.1 The Account of the Account Holder is blocked or attached;

4.9.2 The use of the Card is blocked;

4.9.3 The order exceeds the unused part of the assigned Credit and/or the Monthly Limit;

4.9.4 On any other grounds as provided in legislation.

4.10 The Bank shall:

4.10.1 Fulfil the orders of the Cardholder on the terms established in the terms of settlement of the Bank;

4.10.2 Fulfil any other obligations provided in legislation.

4.11 The Cardholder undertakes to inform the Bank of any malfunctions or disturbances in carrying out the Transactions.

4.12 The Cardholder and the Account Holder may at any time demand blocking of the use of the Card by the Bank.

4.13 The Bank may block the use of the Card if:

4.13.1 There exist grounds for blocking proceeding from the Agreement, the Bank's general terms and conditions or legislation;

4.13.2 The Account Holder or Cardholder does not duly perform one or several of the obligations proceeding from the Agreement or collateral agreements entered into with the purpose of guaranteeing the performance of the Agreement;

4.13.3 The Bank has become aware of a fact, pursuant to which it may reasonably conclude that the solvency of the Account Holder has deteriorated or which, in Bank's opinion, calls proper performance of the Agreement into question;

4.13.4 The Bank has become aware of a fact, pursuant to which it may reasonably conclude that the Card is used against the will of the Account Holder or in case of a fraud by the Account Holder or the Cardholder;

4.14 The Bank shall release the blocking of the use of the Card within 10 calendar days as of receiving the application of the Account Holder if the circumstances forming the basis of blocking have lapsed.

4.15 The Account Holder undertakes to present to the Bank the documents (statements of account, proof of the receipt of revenue, financial statements, etc.) supporting his/her solvency by the date given by the Bank.

#### **5. ADDITIONAL OPTIONS FOR USING THE CARD UPON AVAILABILITY OF A LOAN LIMIT**

5.1 In addition to the Credit stipulated in Clause 4.1, the Account Holder and the Bank may agree on a maximum amount in the Agreement, within which the Account Holder may formalise the Card Transactions into a loan (hereinafter the Loan Limit) on conditions established in the Agreement.

5.2 The Bank shall determine a monthly mandatory repayment amount of the used Loan Limit (hereinafter the Minimum Repayment).

5.3 The Account Holder shall determine the monthly limit of voluntary repayment of the used Loan Limit (hereinafter the Maximum Repayment).

5.4 The Account Holder or the Cardholder has the right to make repayments to the used Loan Limit at the Bank offices and the Bank's Internet Bank.

5.5 The aforementioned repayments cannot be executed on a Payment Day.

#### **6. PAYMENT OBLIGATION**

6.1 The Bank shall be entitled to debit commission fees in the full amount from the Account Holders who are not consumers in the event that the Agreement has terminated in the middle of the Payment Period. If the Payment Day is not a business day, the Payment Day will be the business day immediately following such a day. Upon termination of the Agreement, the Bank shall repay 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.

6.2 All claims for Card Transactions executed in a foreign currency will be received by the Bank from international card organisations (Visa, MasterCard) converted into euros according to the exchange rate as determined by the organisations. The Bank shall be entitled to apply a conversion fee according to the Price List.

#### **7. PAYMENT OBLIGATIONS UPON AVAILABILITY OF A LOAN LIMIT**

7.1 Upon availability of a Loan Limit, the Bank shall settle on the Payment Day the aggregated amount of Transactions received by the Bank during the previous Payment Period and the commission fees as per Price List on account of the Loan Limit.

7.2 The Account Holder undertakes to pay monthly interest to the Bank on the Payment Day for the use of the Loan Limit within the rate established in the Agreement. When calculating the interest, the Bank shall proceed from the used part of the Loan limit during the Payment Period, a year of 360 days, actual number of days in a month and the

interest rate. The interest period shall equal to the Payment Period. The Bank shall calculate interest for the days, when the Account Holder uses the Loan Limit.

7.3 On the Payment Day the Bank shall debit from the Account the interest of the Loan Limit used in the previous Payment Period and the amount of repayment of the used Loan Limit, equalling to the Maximum Repayment or the free funds of the Account, if the free funds of the Account are insufficient for carrying out the Maximum Repayment.

7.4 If the funds in the Account on the Payment Day are insufficient for paying the interest and/or for repaying the Loan Limit at least within the Minimum Repayment amount, the Bank shall reserve the outstanding amount of interest and/or Minimum Repayment amount in the Account and shall start calculating late penalty on the outstanding Minimum Repayment.

7.5 The Account Holder shall ensure availability of funds in the Account in the currency agreed upon in the Agreement throughout the entire Payment Day for the payment of interest and for carrying out at least the Minimum Repayment to reduce the used Loan Limit.

#### **8. INFORMATION ON TRANSACTIONS**

8.1 The Bank shall send to the Account Holder a statement for the Transactions executed and commission fees calculated as per the Price List during the Payment Period in writing or in a form enabling written reproduction as specified in the Agreement, at the beginning of the next calendar month.

#### **9. LIABILITY OF THE PARTIES**

9.1 The Bank shall be liable for:

9.1.1 Disregarded or incompletely fulfilled orders received by the Bank;

9.1.2 Transactions performed against the will of the Account Holder, except in the case the Cardholder or the Account Holder bears the risk of theft or loss of the Card or the risk of possession of the PIN by third parties or if the Cardholder or the Account Holder was intentionally or due to gross negligence in breach of an obligation set forth in the Agreement;

9.1.3 Any malfunction or disturbance in maintaining the Account;

9.2 If the Bank is held liable pursuant to Clause 9.1, it shall compensate to the Account Holder for any damage caused as a result of disregarded or incompletely fulfilled order, possible interest and, in the case of a Transaction performed against the will of the Account Holder, restore the Account balance, valid before carrying out the Transactions.

9.3 The Account Holder shall be liable for all Card Transactions, except if rendered otherwise by the Agreement or provisions of law.

9.4 If the Cardholder violates the obligations stipulated in Clause 6.2 of the Agreement or if the Card Transactions carried out by the Cardholder exceed the Credit Limit or the Monthly Limit, the Bank shall be entitled to:

9.4.1 Debit the current accounts of the Account Holder at the Bank to the extent of the outstanding amount;

9.4.2 Demand a late penalty of 0.2% from the Account Holder, who is a legal person, on the outstanding amount per day in delay;

9.4.3 Demand a late penalty from the Account holder, who is a consumer, on the outstanding amount per day in delay pursuant to the rate as established in law;

9.4.4 Unilaterally realise the security of the Agreement for covering the debt.

9.5 The Bank shall be entitled at any time to debit the current accounts of the Account Holder at the Bank to the extent of the collectible principal debt, penalties and fines.

9.6 If the Bank and the Account Holder have concluded a security agreement guaranteeing the fulfilment of the Agreement and enabling compulsory execution, the Account Holder shall be subject to immediate execution for fulfilment of the Bank's monetary claims arising out of the Agreement in order as provided in the Code of Enforcement Procedure.

#### **10. RETENTION LIMIT IN USING THE CARD**

10.1 Upon theft or loss of the Card, the Account Holder will bear the risk of theft or loss until informing the Bank of the theft or loss in acceptable way, however to an extent not exceeding the retention limit.

10.2 The retention limit will be the Monthly Limit agreed upon in the Agreement, however not more than 150 euros.

10.3 The retention limit shall not be 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.

## 11. SETTLEMENT OF DISPUTES

11.1 The Account Holder and/or the Cardholder who is a consumer shall file a claim with the Bank regarding a Transaction performed against the will of the Account Holder or executed incorrectly, immediately after becoming aware thereof, but not later than within 13 months as of the Payment Day. The Account Holder and/or the Cardholder, who is not a consumer, shall file the claim with the Bank within 1 month as of the Payment Day, at the latest.

11.2 An Account Holder and/or a Cardholder, who is a consumer, shall have the right to demand a refund from the Bank of a payment, initiated by the beneficiary or the Account Holder and/or the Cardholder (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 he submits an application for chargeback to the Bank within 8 weeks as of debiting the amount of payment and both of the below conditions have been fulfilled:

1) the exact amount of payment was not determined during authorisation of the payment;  
2) the transferred amount exceeds the amount, which the Account Holder and/or the Cardholder would have expected considering the conditions of the Agreement, previous amounts of payment and other circumstances.

The obligation to prove the said circumstances lies upon the Account Holder and/or the Cardholder.

11.3 All claims regarding other transactions shall be filed to the Bank within 1 month as of the moment of the transaction, at the latest.

11.4 If the claim is filed later than the terms specified in this clause, the Bank shall be entitled to disregard it.

11.5 Any disputes between the Account Holder, Cardholder and the Bank shall be settled in accordance with the Bank's general terms and conditions.

## 12. TERM, AMENDMENT AND CANCELLATION OF THE AGREEMENT

12.1 This Agreement shall take effect upon its signing and is concluded without a term.

12.2 The Bank is entitled to change unilaterally the conditions of the Agreement and the Price List, provided it has given the Account Holder advance notice thereof at the terms and by the time set forth in the Bank's general terms and conditions. If the Account Holder does not accept the amendments, the Account Holder shall be entitled to 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 given term, it shall be deemed that they consent to the amendments.

12.3 The Account Holder may cancel the Agreement at any time.

12.4 The Bank shall have the right of ordinary cancellation of the Agreement by giving the Account Holder who is a consumer at least 2 months' advance notice thereof and other Account Holders at least 1 month's advance notice thereof according to the procedure set forth in the general terms and conditions.

12.5 The Agreement shall terminate, if:

12.5.1 all Cards issued based on the Agreement have been blocked for at least two consecutive months;

12.5.2 the Bank has been notified of the death of an Account Holder who is a natural person;

12.5.3 the current account agreement for the Account entered into between the Bank and the Account Holder has terminated.

12.6 Upon termination of the Agreement the Bank shall have the right to debit from the Account all amounts of Transactions carried out before expiry of the Agreement, interest, late penalty, commission fees as per the Price List and other outstanding amounts.

12.7 Upon availability of a Loan Limit and lack of outstanding amounts owed to the Bank, the Account Holder who is a consumer shall return the used Loan Limit to the Bank on the following conditions:

12.7.1 The Account Holder shall pay on the Payment Day of each calendar month the Minimum Repayment amount until full repayment of the used Loan Limit. 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;

12.7.2 For the possibility to return the used Loan Limit within an agreed period, the Account Holder shall pay interest to the Bank on every Payment Day, equalling to 20 percent on an annual basis, on the

outstanding used Loan Limit. When calculating the interest, the Bank shall proceed from the outstanding part of the Loan Limit, a year of 360 days, the actual number of days in a month and the interest rate.

## 13. CONFIDENTIALITY

13.1 The Parties undertake not to disclose the information in connection with the conclusion and performance of the Agreement to any third Parties, except if this is necessary under the circumstances related to processing the Card and Transactions or in cases as provided by law.