

# Terms and conditions of international debit card agreement

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## Definitions

**Authorising** is granting consent to carry out an Operation (e.g. entering a PIN, using a Card for contactless payment, etc.)

**Digitised payment card** is a digital version of a payment card that is used to perform Operations to the extent of and in accordance with the procedure prescribed by the Bank

- via the SEB mobile application or
- via a mobile application of another mobile service provider accepted by the Bank.

**Personalised security element** is a PIN, security code, or other means of authentication enabling electronic identification or signing in accordance with the requirements established by the Bank, on the basis of which the Bank identifies the Cardholder.

**Cardholder** is a natural person who meets the requirements of the Bank and to whom the Card is issued.

**Card** is a payment instrument issued by the Bank (including a digitised payment card used in a mobile application), with which Operations are performed to the extent and pursuant to the procedure specified by the Bank.

**Merchant** is a person who provides the Cardholder with goods or services for which the Cardholder pays with the Card.

**Account** is a current account specified in the Agreement with the Bank, in which the Bank reflects the money of the customer, payments made on the order of the customer, payments received on behalf of the customer, and other Operations related to the money in the Account. The Account Holder opens the Account in their name and it is tied to the Agreement.

**Account Holder** is a person who has a current account with the Bank, to whose Account the Card is tied.

**Agreement** is an international debit card agreement with all its annexes, the terms and conditions of international debit card agreements, and its amendments.

**Limit** is the maximum amount of Operations set by the Bank or Account Holder in a certain period.

**Smart device** is a mobile device (e.g. clock or telephone) which is connected to the SEB mobile application or the mobile application of another service provider accepted by the Bank.

**Bank** is AS SEB Pank.

**PIN** is a secret personal identification code issued by the Bank to the Cardholder which is used to identify the Cardholder and is considered the signature of the Cardholder when performing certain Operations.

**SEB mobile application** is an optional part of the Internet Bank service. The use of the mobile application is regulated by the terms and conditions of the Internet Bank for private individuals and its Annex 1 'Terms and conditions of the mobile application'.

**Operation** is a payment order given to the Bank using the Card of the Account Holder or Cardholder for carrying out a payment transaction, for example to pay for goods or services, withdraw cash, or obtain information about an Account.

**Strong Authentication** is identifying the person of the Cardholder on the basis of at least two independently functioning security elements that ensure the confidentiality of authentication data. Thereat, only the Cardholder knows or has these security elements (e.g. confirming a smart card operation with a PIN).

## 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. In matters not regulated by the Agreement, the Bank, Account Holder, and Cardholder are guided by
  - the general terms and conditions of the Bank;
  - general principles of processing personal data;
  - terms of settlement;
  - the price list of the Bank;
  - the current account agreement concluded between the Bank and Account Holder; and
  - other relevant conditions which apply to the use of a debit card in electronic service channels (including the terms and conditions of the Internet Bank for private individuals, the terms and conditions of the mobile application annexed thereto, and the instructions provided in the mobile application).
3. With the Agreement, the Account Holder designates the Cardholder and authorises them to use the money in the Account and perform Operations within the Limits specified in the Agreement.
4. The permitted Operations and their Limits are defined in the Agreement. The Cardholder has the right to perform Operations with the Card only within the Limits specified in the Agreement and to the extent of the funds in the Account. If the Limits have not been agreed on in the Agreement, the standard limits of the Bank apply. Information on the Limits set by the Bank is available on the website of the Bank and in the SEB mobile application. The service fee for Operations is established by the Bank with a price list.
5. When establishing a customer relationship via a mobile application, the Bank sets its own maximum limits for Operations until the identity of the Account Holder has been established at a branch office of the Bank or at a video meeting.
6. The Bank may:
  - offer additional Card-related services and benefits to the Account Holder and the Cardholder;
  - terminate the provision of additional services and benefits without the consent of the Account Holder and the Cardholder;
  - establish a service fee with its price list for all these additional services and benefits.
7. This Agreement is governed by the laws of the Republic of Estonia.

## Issue and validity of the Card

8. The Bank issues an inactivated Card and PIN to the Cardholder
  - by post at the address specified by the Cardholder or
  - at a branch office of the Bank.
9. Upon receipt of the Card, the Cardholder is obliged to make sure that the Card and the PIN envelope have not been opened or damaged.
10. To activate the Card, the Cardholder must contact a branch office of the Bank or do it themselves in the Internet Bank or in the SEB mobile application. An extension card sent by post can also be activated at an ATM.
11. The initial PIN issued with the Card can be changed by the Cardholder at an ATM of the Bank. When issuing an extension card, the Bank may maintain the validity of the PIN of the old Card for the new Card.

12. In order to use a digitised payment card, the SEB mobile application is required, the use of which is regulated by the terms and conditions of the Internet Bank for private individuals and the terms and conditions of the mobile application annexed thereto.
13. The Card will be valid until the last day of the month indicated on the Card (inclusive). Upon expiry of the Card, the Bank automatically makes a new Card and notifies the Account Holder or Cardholder of when and where the Cardholder will receive the new Card.
14. The Bank has the right to not make a new Card if the Account Holder or Cardholder has violated their contractual obligations.
15. 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 manner accepted by the Bank no later than on the 20th day of the calendar month preceding the month indicated on the Card.
16. The Cardholder shall not use an invalid, closed, or otherwise unusable Card and shall destroy it in a way that prevents the possibility of using the Card and the data recorded on it electronically and mechanically (e.g. by cutting the Card into pieces).
17. The Bank may close the Card issued to the Cardholder before its expiry, notifying the Cardholder thereof. In such cases, the Bank issues a Card of the same type for the Cardholder free of charge and informs the Cardholder of when and how they will receive the new Card. If the Bank no longer issues the specific type of card, the most similar debit card in terms of use and features will be issued to the Cardholder. The Bank reserves the right to decide on the type of the replacement card and the payment card organisation.

## Security of using the Card

18. The Cardholder shall
  - keep the Card with due care;
  - carefully keep the smart device with the digitalised card and data related to it;
  - memorise the PIN and change it from time to time;
  - prevent the Card, PIN, or other personalised security elements (the security code of the Card, etc.) from falling into the hands of third parties;
  - not save the data of the Card, including the PIN and other personalised security elements, on any data carrier;
  - protect the Card from high temperatures, mechanical damage, and strong electromagnetic fields;
  - not alter the Card or make copies of it;
  - read additional instructions on how to keep the Card and PIN safe before using the Card. The relevant additional instructions are available at the branch offices and on the website of the Bank.
19. If the Cardholder enters the PIN incorrectly three consecutive times, the Bank may block the use of the Card or confiscate the Card.
20. If the Card is lost or stolen and in other cases where there is a risk that the Card or its data will be used by a third party (e.g. a third party may be assumed to know the PIN), the Cardholder or Account Holder shall immediately call the 24-hour information line of the Bank, forward the respective notice to the branch office of the Bank, or block the Card in another manner acceptable to the Bank.
21. If the Cardholder or Account Holder claims that they have not authorised the completed Operation, they undertake to close the Card immediately. If the Account Holder or Cardholder does not do so, the Bank has the right to close the Card without prior notice.

## Performing Operations

22. The Card is tied to the Account. The Cardholder may perform the Operations agreed on in the Agreement within the amount and Limits of the Account and only in ATMs, payment terminals, and other payment locations marked with the card logo.
23. An Operation performed with a Card is binding on the Cardholder if they have given consent to perform it, i.e. authorised the Operation. The following activities are primarily deemed to authorise an Operation:
  - signing a sales receipt;
  - entering the PIN;
  - in the case of online payments, entering the data of the Card on the website of the service provider in the field provided for that purpose;
  - in the case of an Operation with pre-authorisation, forwarding the data of the Card to the service provider;
  - using the Card or a smart device to make a contactless payment or another similar payment;
  - giving consent for performing an Operation in another manner acceptable to the Bank.

24. In addition to what has been specified in clause 23, the Bank and the Merchant may request additional Strong Authentication of the Cardholder when authorising the Operation.
25. Cards with the function of certifying the status of the Cardholder as a student or a teacher may be owned and used only by a Cardholder with the respective status.
26. Upon the request of the Bank, the Merchant may refuse to service the Cardholder or seize the Card.
27. Only the Cardholder personally may perform Operations with the Card. Unless proven otherwise or until the Account Holder or the Cardholder has notified the Bank in accordance with clause 20, the Bank will assume that all Card Operations have been performed by the Cardholder and correspond to the will of the Account Holder.
28. The Cardholder will not use the Card for illegal purposes or in a manner that may cause damage to the Bank or a third party.
29. The Bank may disregard an order forwarded by the Cardholder if
  - the Account of the Account Holder has been blocked or seized;
  - the Card is blocked;
  - the order exceeds the unused part of the established Limit;
  - there is not enough money in the Account for performing the Operation and paying the service fee in accordance with the price list;
  - it is not possible to identify the Cardholder via the Internet Bank when making an online purchase;
  - the Bank cannot contact the customer to verify the order;
  - the customer does not confirm the content of the order upon verification; or
  - another legal basis arises from the general terms and conditions of the bank, the terms and conditions of current account agreements, the terms of settlement, or a legislative act.
30. The Bank executes the order of the Cardholder within the term specified in the terms of settlement of the Bank.
31. The Cardholder notifies the Bank of an error or failure that prevents the performance of the Operation.
32. The Account Holder can obtain information about the Operations via the Internet Bank or another electronic channel and from the branch office of the Bank.

## Blocking the Card

33. The Account Holder or Cardholder may request the Bank to block the Card at any time.
34. The Bank may block the Card in whole, in part, or for a certain Operation (e.g. online purchases, use of the Card in a certain country or region, Operations using the magnetic stripe of the Card, contactless payments) if
  - there are grounds for blocking arising from the Agreement, the general terms and conditions of the Bank, or legislation;
  - the Account Holder or Cardholder fails to perform an obligation arising from the Agreement;
  - 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;
  - the Bank becomes aware of a circumstance on the basis of which it can be reasonably concluded that
    - the Card is being used or may be used against the will of the Account Holder;
    - there is fraud being committed by Account Holder or Cardholder; or
    - blocking the Card is necessary for other security reasons;
  - the Cardholder has not used the Card for at least six consecutive months.
35. If the circumstances that were the basis for the blocking have ceased to exist, the Bank releases the block of the Card within ten calendar days of receiving the application of the Account Holder. In justified cases, the Bank may release the Card from blocking without an application from the Account Holder.

## Payment obligation

36. The Bank may debit from the Account all amounts of Operations carried out with the Card and service fees in accordance with the price list. The Bank debits monthly fees from the Account for the current month within the last ten days of the month. The Bank may charge the service fees in full from an Account Holder who is a business customer even if the Agreement has ended during the month.
37. The Account Holder guarantees a sufficient amount in the Account in the agreed currency for paying for the Operations and services as per the price list.

38. Claims for card transactions in a foreign currency are received by the Bank from international payment card organisations (Visa, Mastercard), converted into euros at the exchange rate set by them. Information on exchange rates is available on the website of the Bank. The Bank may charge a fee for an Operation performed in foreign currency in accordance with the price list.

## Liability of the parties

39. The Account Holder is responsible for all Operations performed with the Card, unless otherwise specified in the Agreement or legislation.
40. The Bank is liable for not fulfilling the payment order or being late with the fulfilment or incorrect fulfilment and will compensate to the Account Holder any direct material damage and possible interest only if it has been caused by reasons not depending on the Account Holder. In addition, the Bank, Account Holder, and Cardholder are guided by the terms of settlement.
41. If the Bank determines that the payment has been made without the consent of the Cardholder, i.e. it is an unauthorised payment, the Bank will return the unauthorised payment amount to the Account Holder as soon as possible, but not later than on the next settlement day after becoming aware of the unauthorised payment, unless the Bank has reasonable grounds to suspect that the Account Holder or the Cardholder has committed fraud or failed to perform one or more obligations under the Agreement intentionally or negligently. Returning the payment to the Account Holder does not mean that the Bank is liable for the unauthorised Operation. The Bank has the right to continue reviewing the respective claim after returning the payment to the Account Holder.
42. If the Bank has returned the amount of the disputed transaction to the Account connected to the Card and further review of the claim reveals that the Account Holder or Cardholder has committed fraud or intentionally or negligently failed to perform one or more contractual obligations, the Bank may, without prior notice, debit the amount of the disputed transaction and other costs related to the settlement of the dispute from any current account belonging to the Account Holder at the Bank.
43. If the Account Holder violates clause 37, the Bank may debit the amount of the debt from any current account belonging to the Account Holder at the Bank. The Bank may also debit the amount of the debt from any current account belonging to the Account Holder at the Bank after the termination of the Agreement or withhold it from the amounts due to the Account Holder.
44. If the Cardholder uses the digitised payment card in the mobile application of another service provider, the Bank is not responsible for the quality and availability of these services.

## Retention limit

45. If an Operation was performed with a lost or stolen Card or if the Card or its 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.
46. The retention limit per Card is the limitation of liability stipulated in the Law of Obligations Act. Pursuant to the effective Law of Obligations Act, the limit is 50 euros.
47. The retention limit will not apply and the Account Holder will be fully liable for the damage caused if the Cardholder or Account Holder has
- breached an obligation provided for in the Agreement, intentionally or due to gross negligence, or
  - committed fraud themselves.

## Settlement of disputes

48. All claims of the Cardholder and/or Account Holder in connection with disputing an Operation are submitted to the Bank in writing at a branch office of the Bank or in the Internet Bank. The Customer Centre of the Bank also accepts claims by telephone in connection with the Operations of the Cardholder at the ATMs of the Bank.
49. An Account Holder or a Cardholder who is a private customer 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, but no later than within 13 months of the date when the money was debited from their Account.
50. An Account Holder or a Cardholder who is a business customer shall file a claim with the Bank at the latest within one month as of the day the payment was made.
51. The Bank has the right to conduct proceedings of disputed Operations (including collecting information from other parties) within the deadlines for disputing the claims specified in the terms of settlement.
52. An Account Holder or Cardholder may demand from the Bank a refund of the full amount of a payment initiated by or via the Merchant (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 weeks as of debiting the amount from the Account.

53. Both of the following conditions must be fulfilled to file a claim for chargeback specified in clause 52:
  - the exact amount of payment was not determined during the authorisation of the payment;
  - the transferred amount of money exceeds the sum which the Account Holder or Cardholder would have expected, considering the conditions of the Agreement, previous amounts of payment, and other circumstances.
54. The circumstances stated in clause 53 are certified by the Account Holder or the Cardholder.
55. The Account Holder and the Cardholder are obliged to cooperate with the Bank in the investigation of the disputed Operation and to submit all necessary documents and additional information requested by the Bank, even if the amount of the disputed Operation has already been repaid to the account related to the transaction. If the Account Holder or Cardholder violates the obligation to cooperate, the Bank has the right to terminate the procedure for disputing the transaction unilaterally.
56. The Bank considers that the dispute has been received by the Bank:
  - on the same settlement day if the claim has been submitted and received by the Bank before 4 p.m.;
  - on the next settlement day if the claim is received by the Bank after 4 p.m.
57. If the claim is submitted later than the term specified in the chapter 'Settlement of disputes', the Bank has the right to disregard it.
58. In addition, in the settlement of disputes, the Bank, Account Holder, and Cardholder are guided by the general terms and conditions of the Bank, as well as the legal and technical framework and deadlines, which are enacted by international payment card organisations.

## Term, amendment, and cancellation of the Agreement

59. The Agreement enters into force upon signature and is concluded without a term. If the Agreement is entered into via the Internet Bank or another electronic channel of the Bank, the Agreement enters into force at the moment when the Account Holder signs the Agreement with a PIN calculator, digital signature, or other electronic means accepted by the Bank.
60. The Bank has the right to unilaterally change the terms and conditions of the Agreement (including, in justified cases, Card Limits and usage rights) and the price list by notifying the Account Holder in advance in accordance with the procedure and term specified in the general terms and conditions of the Bank. If the change is unacceptable for the Account Holder, they may cancel the Agreement during the introduction period, first fulfilling all obligations arising from the Agreement. If the Account Holder has not cancelled the Agreement during the introduction period, it is considered that they agree to the amendment.
61. The Account Holder may cancel the Agreement at any time.
62. The Bank may ordinarily cancel the Agreement by giving a notification in accordance with the procedure specified in the general terms and conditions as follows:
  - an Account Holder who is a private customer – at least two months in advance and
  - an Account Holder who is a business customer – at least one month in advance.
63. This Agreement is terminated without notice if:
  - all Cards issued under the Agreement have been blocked for at least two consecutive months;
  - the Cardholder has not picked up the Card from the branch office of the Bank within two months as of making the Card;
  - the Cardholder has not activated the Card within two months;
  - the Bank does not make a new Card due to the reason specified in clause 14;
  - the Account Holder breaches an obligation imposed on them by the general terms and conditions of the Agreement, including the payment obligation described in clause 37, and is in arrears to the Bank in an amount that equals at least three monthly fees.
64. The termination of the Agreement does not affect the collection or satisfaction of a Card Operation or other financial obligation made before the termination of the Agreement and the right of the Bank to debit the required amount from any current account belonging to the Account Holder or withhold amounts due to the Account Holder.

## Confidentiality and personal data

65. The Account Holder and the Cardholder shall not disclose information related to the conclusion and performance of the Agreement to a third party, unless it proves necessary due to circumstances related to the processing of a Card and an Operation or due to an obligation arising from legislation.
66. The Account Holder and the Cardholder agree that
  - the Bank processes their personal data in accordance with the principles provided in the general terms and conditions of the Bank;
  - if necessary, the Bank requests the personal data of the Account Holder or Cardholder from the administrator of the state or local government database (e.g. the Estonian Education Information System) for the purpose specified in the general terms and conditions of the Bank;
  - the administrator of the database described above may transfer this personal data to the Bank.
67. 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).