

## TERMS AND CONDITIONS OF INTERNATIONAL DEBIT CARD AGREEMENT

Valid as of 01.02.2014

### 1. GENERAL PROVISIONS

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

1.2. A debit 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 current account stipulated in the Agreement (hereinafter the Account) with the Card in the agreed currency.

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, make payments, obtain Account information 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 (hereinafter the Limits) shall be agreed on with the Agreement. If the Limits are not agreed with the Agreement, the default limits established by the Bank shall apply. Commission fees for the Transactions shall be established with the Bank's price list (hereinafter the Price List).

1.6. The Bank is entitled to offer additional Card-related services and benefits to the Account Holder and the Cardholder. 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 is entitled to establish commission fees with its Price list to all mentioned services and benefits.

1.7. 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.

1.8. 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 automatically 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 obligation, 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 the utmost care, remember the PIN, change the PIN from time to time, prevent the Card, the PIN, and/or other personalised security elements (card's security code, etc.) from falling into the hands of third parties, and shall not save the card's information, including the PIN and other personalised security elements, 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 Card in any other way accepted by the Bank.

### 4. USE OF THE CARD

4.1. The Card is tied to the Account and the Cardholder is entitled to carry out Transactions agreed with the Agreement within the funds available in the Account and the Limits, only in automated teller machines, payment terminals and other places of settlement marked with the Card logo.

4.2. The Cardholder is obliged to present its personal identification document to the person authorised to service the Card (hereinafter: service provider) upon demand of the latter and agree with recording its data on the sales receipt.

4.3. 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. When performing a transaction, the Bank and the service provider may request the additional identification of the Cardholder.

4.4. Cards serving the additional function of verifying the status of the Cardholder as a student or a teacher may be received and used only by a Cardholder with the respective status.

4.5.

The service provider may, upon demand of the Bank, refuse to service the Card or confiscate the Card.

4.6. 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.

4.7. 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.

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

4.8.1. The Account of the Account Holder is blocked or attached;

4.8.2. The Card is blocked;

4.8.3. The order exceeds the unused part of assigned Limit;

4.8.4. The funds in the Account are insufficient for performing the Transaction and paying the commission fees as per the Price list;

4.8.5. On any other grounds as provided in legislation.

4.9. The Bank shall:

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

4.9.2. Fulfil any other obligations provided in legislation.

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

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

4.12. The Bank may block the use of the Card either fully or partially, for certain procedures (e.g. use of the Card for making Internet purchases, use of the Card in a certain state or area, transactions using the magnetic strip of the Card), if:

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

4.12.2. The Account Holder or Cardholder does not duly perform one or several of the obligations proceeding from the Agreement;

4.12.3. in case of Cards with the additional function of verifying the status of the Cardholder as a student or a teacher, the Bank has become aware that the Cardholder no longer has that status;

4.12.4. The Bank has become 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 or involves fraud being committed by the Account Holder or the Cardholder;

4.12.5. the Cardholder has not used the Card for at least 6 consecutive months.

4.13. 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.

## **5. PAYMENT OBLIGATION**

5.1. The Bank may deduct from the Account all amounts for Card Transactions and commission fees as per the Price List. The Bank shall deduct the monthly fees for the current month from the Account of the Account Holder within the last 10 days of the month. The Bank shall also be entitled to deduct commission fees in the full amount from the Account Holders who are not consumers in the event that the Agreement has terminated during the month.

5.2. The Account Holder shall guarantee sufficient funds on the Account in the currency agreed upon in the Agreement for

paying for the Transactions and commission fees as per the Price List.

5.3. 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.

5.4. 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.

## **6. INFORMATION ON TRANSACTIONS**

6.1. The Account Holder shall be entitled to obtain information on the Transactions from the Internet Bank and the Bank's offices.

## **7. LIABILITY OF THE PARTIES**

7.1. The Bank shall be liable for:

7.1.1. Disregarded or incompletely fulfilled orders received by the Bank;

7.1.2. Transactions performed against the will of the Account Holder, except in case the Cardholder or the Account Holder bears the risk of theft or loss of the Card or the risk of the PIN and other personalised security elements falling into the hands of 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;

7.1.3. Any malfunction or disturbance in maintaining the Account;

7.2. If the Bank is held liable pursuant to Clause 7.1, 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.

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

7.4. If the Account Holder violates Clause 5.2 of the Agreement, the Bank shall be entitled to deduct any current accounts of the Account Holder at the Bank to the extent of the outstanding amount.

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

8.1. 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.

8.2. The retention limit will be the tenfold Daily Limit agreed upon in the Agreement, however not more than 150 euros.

8.3. 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.

## **9. SETTLEMENT OF DISPUTES**

9.1. 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 deducting the amount from the current account. An Account Holder and/or the Cardholder who is not a consumer shall file the claim with the Bank within 1 month as of deducting the amount from the Account, at the latest.

9.2. 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 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 he submits an application for chargeback to the Bank within 8 weeks as of deduction of 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.

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

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

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

## **10. Term, Amendment and Cancellation of the AGREEMENT**

10.1. This Agreement shall take effect upon its signing and is concluded without a term. If the Agreement is concluded via the Internet bank, it shall take effect upon the granting of approval by the Account Holder with a code card, the PIN calculator's passwords, a digital signature, or other electronic means accepted by the bank.

10.2. The Bank is entitled to unilaterally change the conditions of the Agreement (incl. the card limits and the rights of use in justified cases) 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.

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

10.4. 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.

10.5. The Agreement shall terminate, if:

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

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

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

10.6. Termination of the Agreement shall have no impact on the collection of claims that emerged before the termination of the Agreement.

## **11. CONFIDENTIALITY AND PERSONAL DATA**

11.1. The Account Holder and the Cardholder 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.

11.2. In addition to the principles of processing of personal data provided on the general terms and conditions of the Bank,

a Cardholder/Account Holder shall give permission to the Bank to ask for the personal data of the Cardholder /Account Holder from the operators of state or local government databases (e.g. the EHIS registry) for the purposes provided in the general terms and conditions of the Bank, and permission to the operators of such databases to disclose such personal data to the Bank.