

CREDIT CARD

TERMS OF AGREEMENT FOR PHYSICAL ENTITIES

Effective from
20 June 2011

1. Definitions Used in the Terms and Conditions

Insurer – the Bank's partner – an insurance joint stock company offering insurance to Card users.

Calculation period – the period from the first day until the last day (including) of each successive calendar month.

Image code – a combination of digits assigned by the Bank that is required for identification of the image when producing the Card of Your Style.

Image rules – the rules, including the provisions of the law, that must be adhered to when uploading an image and/or producing the image design for the Card of Your Style.

Bank – AS "SEB banka", registered office: "SEB finanšu centrs", Meistaru 1, Valdlauči, Ķekava pagasts, Ķekava novads. Unified registration No. 40003151743. The Bank's activity is monitored by the Financial and Capital Market Commission. Bank website: www.seb.lv. E-mail: info@seb.lv.

Cash machine (ATM) – a device for withdrawing cash from the Account, depositing cash into the Account or for payments for certain services using the Card.

Price List – Price List of Services approved by the Board of Directors of the Bank, which defines the Commission fees for the services rendered by the Bank, Credit interest, Contractual penalties and other fees related to issuing Cards and Transactions.

Transaction – using the Card to pay for goods or services purchased from Vendors, withdrawing cash from the Bank's cash machines or cash machines of other banks, money transfers, conversion, depositing cash into Cash machines and other banking operations carried out by the Bank by the request of the Card user.

Transaction amount – the amount and currency of the Client's Transaction with a Vendor.

FDL – SIA First Data Latvia – Card and Transaction processing centre providing services to the Bank.

Ibanka – the Bank's online information and payment system.

Identification – the process of identification of the user of the card to determine if the card user is authorised to use the Card data.

Monthly repayment amount – an amount set by the Bank, by which the Client must top up the balance of funds in the Account at the end of the Calculation period.

Card – a Visa or MasterCard credit card issued by the Bank, which enables Transactions using the Credit limit granted by the Bank in addition to the Client's funds in the Account.

Card replacement – production of a new Card in the event of loss, theft, mechanical damage or fraudulent action. A new Card number will be assigned.

Card renewal – production of a new Card following its expiration. The Card number is retained.

Card data – the type of Card, the Card user information written on the Card, Card number, expiration date and security code on the signature strip.

Card user – the Client or a private individual authorised by the Client, to whom the Bank issued the Card on the basis of the Application.

Client – an adult person who has concluded a Contract with the Bank according to these Terms and Conditions.

Account – a credit card account held by the Client at the Bank, where the funds for Transactions are kept and from which the Bank deducts Card service commission fees and other Card-related payments.

Credit limit – renewable short-term loan granted by the Bank to the Client, which the Client can use to pay for Transactions.

Credit interest – amount due from the Client to the Bank for the use of the Credit limit, the amount of which depends on the Credit limit actually issued and not repaid according to the interest rate specified in the Price List; The Bank shall calculate the Credit interest for each calendar day from the date of granting the Credit limit to the Client, except for the case provided for in the Price List, and shall deduct it from the Client's account on the last working day of each calendar month. For the purposes of calculation of interest per single day, it is assumed that there are 360 (three hundred sixty) days in a year.

Contracting parties – the Bank and the Client.

Contract – a contract between the Bank and the Client on the issue and use of the Cards. The Contract consists of an Application, Notification, Price List and Terms and Conditions.

Contractual penalty – expenses the Client undertakes to bear in the event of delay of the payments under the Contract (Monthly repayment amount, Credit interest, commission fees and other payments for services rendered by the Bank, which are due from the Client according to the Price List and the Terms and Conditions). The extent of the Contractual penalty is specified in the Price List. The payment of Contractual penalty shall not release the Client from contractual obligations.

Unauthorised Transaction – Transaction not authorised by the Client according to Articles 8.3 and 8.4.

Collateral – the collateral stated in the Application and accepted by the Bank to secure the Client's obligations.

Payment period – 14 (fourteen) days from the first day of the month, during which the Client must top up the funds available in the Account by the Monthly repayment amount.

Payment amount – the amount of a Transaction in the currency as sent to the Bank by international payment data processing organisations (e.g. Visa/MasterCard). The currency of the Payment amount can be different from that of the Transaction amount. If the currency of the Payment amount differs from the Account currency, the Bank shall convert the currency to the Account currency.

Terms and Conditions – these present terms and conditions of a Credit card contract for private individuals approved by the Board of Directors of the Bank, which apply to the relations of the Contracting parties with all amendments and additions according to Chapter 6 of the Terms and Conditions.

Main card – the Card issued by the Bank to the Client.

Additional card – a Card issued by the Bank to private individuals, authorised by the Client by request of the Client.

Password – a combination of letters and/or digits, which the Client has to enter in the Application and which is required for identification of the Client over the phone.

Notification – a written notification from the Bank to the Client about issuing the Card.

Supplementary security system – secure payment system for online purchases, where the Client or Additional card user will be asked for their Ibanka user code, password and access code in addition to Card number and expiry date.

Application – an application to conclude the Contract. Submission of an Application to the Bank is regarded as an irrevocable offer by the Client to conclude the Contract and forms an integral part of the Contract.

PIN – four-digit figure automatically created by means of special software, which the Customer is entitled to change to another four-digit code chosen by the Customer by performing this action at an ATM. The PIN code in certain Transactions replaces the Customer's signature.

Reserved amount – amount of a completed Transaction or Account operation, which has not been debited from the Account due to being in processing stage. The maximum reservation duration of such Transaction or Account operation amounts is 14 (fourteen) calendar days from the date of Transaction or Account operation. If the Transaction date is a non-working day, the reservation duration will be calculated from the next working day.

Stoplist – a special list of cards where non-functioning Cards are listed.

Vendor – a business that accepts Card for payments for goods and services at the business premises.

Card of Your Style – a VISA Classic credit card issued by the Bank with surface design chosen and approved by the Client using the Image code assigned by the Bank.

2. Basic Principles

2.1. The Card is a payment tool used by the Card user to carry out Transactions within the Credit limit. The Client pays the fee specified in the Price List for the issue and service of the Card, issue and service of Credit limit and Transactions carried out using the Card.

2.2. The Bank issues the Card and the Card is used according to the applicable Terms and Conditions approved by the Board of Directors of the Bank.

2.3. The Terms and Conditions govern the liabilities and responsibility of the Client and the Bank.

2.4. The legal relations of the Contracting parties not stipulated in these Terms and Conditions shall be governed by the terms and conditions of the Current account, applicable terms and conditions of other Bank services and the law of the Republic of Latvia. In the event of discrepancies and disagreements between the terms and conditions of the Current account and these present Terms and Conditions, the Contracting parties agree that these Terms and Conditions shall take precedence.

2.5. The Contracting parties conclude the Contract in Latvian. Further communication between the Contracting parties during the Contract period shall take place in Latvian, unless the Contracting parties agree differently in each case.

2.6. During the Contract period, the Client has the right to request and receive the provisions of the Contract or information about certain provisions in printed format or on other permanent data storage medium. The Bank has the right to apply commission charge for the information mentioned herein if it is provided more often than once a year.

2.7. The Customer can receive information and/or consultations about the use of the Card, change of PIN code and Transactions in any of the Bank's Customer service centres or calling the Bank's Customer Support Centre on banking business days from 8.00 to 20.00 on the telephone number 8777.

3. Conclusion of the Contract

3.1. The Client reviews the Terms and Conditions, the Application and the Price List.

3.2. The Client submits to the Bank a completed Application, documents concerning the Collateral prepared according to the Bank's requirements and other documents requested by the Bank.

3.3. The Client's Application is regarded as an irrevocable offer to the Bank to conclude the Contract, issue the Card, open an Account and accept the Collateral stated in the Application for securing the Client's liabilities. It also means the Client's approval of application of the Price List and Terms and Conditions to the legal relations of the Contracting parties.

3.4. The Bank assesses the submitted Application and evaluates the Collateral. When considering the Application, the Bank has the right to verify the information submitted by the Client and request additional information from competent state authorities according to the procedure and to the extent prescribed by the law of the Republic of Latvia.

3.5. The Bank has the right to refuse concluding the Contract and issuing the Card without giving reason for it.

3.6. In the event of an approved Application, the Bank opens the Account, issues the Card and the Notification to the Client.

3.7. The Contract comes into effect once the Client has signed the Notification.

3.8. By concluding the Contract, the Client agrees that the Bank has the right to hand over the Client's personal data to third parties, insofar as it is required for the fulfilment of contractual obligations.

3.9. The Client undertakes to immediately notify the Bank about all changes concerning the information given in the Application, as well as any other relevant information.

3.10. The Client agrees that the Bank has the right to record the telephone conversations between the Bank and the Client and record, process and register any information given by the Client. The information may be used to carry out, substantiate and prove the instructions/orders given by the Client.

3.11. The Bank has the right to verify and request additional information about the Client from the Credit Register of the Bank of Latvia and other institutions according to the procedure and to the extent prescribed by the law of the Republic of Latvia. According to this Contract, the information about the Client will be included in the Credit Register of the Bank of Latvia pursuant to the regulations of the Credit Register, the Personal Data Protection Law and the Credit Institution Law. The Client has the right to obtain information concerning him/her that is included in the Credit Register of the Bank of Latvia according to the procedure stipulated by the regulations of the Credit Register.

3.12. The Bank assumes no responsibility for the compliance of the design of the Card of Your Style created by the Client with the Image rules.

3.13. The Client undertakes to correctly provide the Image code assigned by the Bank when applying for the Card of Your Style and to observe the Image rules.

4. Collateral

4.1. Upon concluding the Contract, all funds (in any currency) that are deposited and will be deposited during the Contract period in any of the accounts opened for the Client, including the interest accrued for the funds deposited and other income, are pledged in favour of the Bank as financial collateral (financial pledge) to ensure all claims by the Bank resulting from this Contract.

4.2. The Client declares that the funds, including those in any of the accounts held by the Client with the Bank, will be transferred into the possession of the Bank. Notes on the Client's accounts held with the Bank made according to this Contract confirm the presence of financial collateral.

4.3. If the Client has failed to pay amounts stipulated by the Contract on time (amounts that have matured) and in all other cases where, according to this Contract, the Bank has any claims towards the Client, the Bank shall have the right to use this financial pledge, that is, to freely use these funds to reduce the extent of the secured liabilities resulting from this Contract (Credit limits, Credit interest, Contractual penalty, Commission fees) or fully settle these liabilities without prior notification of the Client and any other prior measures.



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4.4. If this financial collateral (financial pledge) also secures other contracts between the Bank and the Client, then Bank shall have the right to choose the contract and the extent of exercising this financial collateral at its own discretion. Equally, the Bank shall have the right to choose at its own discretion from which of the Client's accounts held with the Bank to withhold funds to cover the debt resulting from these contracts.

4.5. The Bank shall have a duty to delete the mark about the financial collateral for the Client's accounts held with the Bank if the Bank's claims resulting from this contract are fully satisfied.

4.6. In addition to the financial pledge mentioned in Article 4.1, the Collateral for securing the fulfilment of the Client's obligations can be:

- a guarantee by a private individual or a legal entity, which has been accepted by the Bank;
- another Collateral proposed by the Client and accepted by the Bank.

5. Issuing the Card

5.1. The Bank issues the Card only when the Contract comes into effect.

5.2. The Bank shall have the right to apply restrictions to Transactions carried out by the Card users (Card users can obtain information about restrictions in the branches of the Bank) and set a different Credit limit from that requested by the Client. The Bank shall notify the Client in such a case. By signing the Application, the Client declares that he/she agrees with the application of the aforesaid provisions to the Cards issued under this Contract.

5.3. The Card is property of the Bank and the Card user is granted the right to use it.

5.4. The Card user must sign the Card upon receipt.

5.5. The Bank issues the Card together with a sealed envelope, which contains the PIN.

5.6. The Customer is entitled to change PIN code at the ATM, except if less than 30 (thirty) days are remaining until the expiry of the Card's validity term. The Bank deducts a commission charge for the change of PIN in accordance with the Pricelist.

5.7. Upon the Client's request, the Bank can tie the Card to one or more Additional accounts in addition to the Account – other current accounts held by the Client with the Bank. The Card user can use the funds in Additional accounts only for carrying out Transactions in Cash machines.

6. Additional Cards

6.1. The Client may apply for Additional cards, which will be issued to Card users appointed by the Client.

6.2. The Bank issues Additional cards to Card users or the Client. If Additional cards are issued to the Client, the Client shall hand over the Additional card to the person appointed as the Additional card user in the Contract and ensure that the Additional card user immediately signs it.

6.3. The Client shall present the Terms and Conditions and the Card use procedure to the Additional card users.

6.4. If the Additional card user is requested to enter the Ibanka user code, password and access code during the Card user identification when shopping online at Vendors using Supplementary security systems, the Additional card user must enter his/her own personal Ibanka user code, password and access code. If the Additional card user does not use Ibanka, purchases from Vendors using Supplementary security systems are not possible.

6.5. Additional cards are cancelled when the main Card is cancelled.

6.6. Additional cards can be replaced only with the Client's approval.

7. Insurance

7.1. The Client can opt for insurance together with the Card according to the Price List.

7.2. The relationship of the Insured and the Insurer is governed by the insurance policy issued by the Insurer. The Client or the Card user receives an information package about insurance (insurance terms and conditions) together with the Card. By signing the Notification, the Client confirms the receipt of the insurance terms and conditions.

7.3. The insurance is terminated if the Card is closed according to the Terms and Conditions.

8. Using the Card

8.1. The Card can be used only by the person whose name, surname and signature appear on the Card. The Card user is not allowed to hand over the Card and/or its data to third parties.

8.2. The Card user may only use the Card for Transactions. Using the Card data for online Transactions also constitutes use of the Card.

8.3. The Card user uses the Card and approves payments for Vendor goods and services by authorising a Transaction:

8.3.1. with the Card and a signature, or;

8.3.2. with the Card and a PIN, or;

8.3.3. with the Card and a Supplementary security system, or;

8.3.4. with the Card if the Vendor does not use the Supplementary security system.

8.4. The Card user uses the Card and approves cash operations in Cash machines by authorising the Transaction with the Card and PIN.

8.5. Some Vendors use a Supplementary security system for online transactions, where they request the Client's Ibanka user code, password and access code in addition to the Card number.

8.6. When a Transaction has been duly approved according to Articles 8.3 or 8.4, it becomes irrevocable. However, the Bank shall attempt to follow up the Transaction according to the procedure specified in Article 16.3 following a request by the Client.

8.7. When using the card, the Card user is prohibited from carrying out Transactions or other actions that are forbidden by the law of the Republic of Latvia.

8.8. When carrying out a Transaction with a Vendor, the Card user, upon a request of the service representative, shall present a means of identification – a citizens passport of the Republic of Latvia or an equal document, or a driver's licence, and confirm the Transaction amount by signing the receipt.

8.9. The Card user must request that the Transaction with the Card is carried out in his/her presence and must not sign the receipt if the Transaction amount does not appear in it.

8.10. When using the Card in Cash machines or with Vendors who have PIN-enabled equipment installed at their business premises, the PIN replaces the signature and is regarded as sufficient identification of the Card user and confirmation of the Transaction.

8.11. Before signing a proof of Transaction or entering the PIN, the Card user must verify that the Transaction amount stated in the proof of Transaction document is the same as the actual Transaction amount. The Card user must sign the proof of Transaction document with the same signature as appears on the Card.

8.12. The standard daily limit for cash-in payments in Cash machines is LVL 5 000 (five thousand LVL) or its equivalent in another currency.

8.13. If in the process of Transactions an incorrect PIN is entered 3 (three) consecutive times, the Card is retained by the Cash machine. To prevent illegal use of the Client's funds, the Card is suspended and it must be replaced with a new Card.

8.14. If incorrect PIN is entered 3 (three) consecutive times when using the Card at a Vendor's premises, the Card is automatically suspended. In such a case, the Bank will restore the Card to operational status following a written request by the Client.

9. Storing the Card

9.1. The Card user has the duty to carefully store the Card and Card data, keep the PIN confidential and prevent third parties from gaining access to them.

9.2. It is forbidden to store the PIN together with the Card. The violation of this rule is considered gross negligence by the Client.

9.3. The Card user has the duty to store and use the Card carefully and prevent mechanical or electronic damage to it.

10. Lost Card

10.1. If the Card is lost or stolen or if the PIN has become known to any third party, or if the Card user suspects unauthorised use of the Card or Card data, the Card user must immediately report it to FDL by calling (+371) 67092555 or the Bank's Client Support Service at 8777 during the Bank's business hours.

10.2. If the Card has been lost or stolen abroad, the Card user must immediately report it to FDL and notify the nearest police department in writing. The Card user must report a lost or stolen Card to the Bank in writing not later than within 14 (fourteen) days after the loss or theft.

10.3. If a Card that has been reported as lost or stolen is found, the Card user must immediately notify the Bank thereof and not use the Card until permission from the Bank is received. If the Card has only a magnetic stripe, it must be immediately handed over to the Bank to be replaced with a new Card. A smart card can be made operational again if the Card user has not used it following the report of loss.

11. Stopping the Use of the Card

11.1. By a request of the Card user, the Bank suspends the Card and includes it in the Stoplist.

11.2. The Bank has the right to unilaterally stop the usability of the Card and place all Cards fixed to the Account in the Stoplist by notifying the Client in advance or immediately afterwards if the Credit limit has been exceeded or if the Card user violates any other provisions of the Contract. Following the correction of such violations, the Bank may renew the operation of the Cards by removing them from the Stoplist.

11.3. The Bank has the right to unilaterally stop the usability of the Card by notifying the Client in advance or immediately afterwards if it, at its own discretion, notices Transactions that are not characteristic to the Card user. If the Card user confirms to the Bank that he/she has been conducting the non-typical Transactions, the Bank shall renew the operation of the Card.

11.4. The communication with the Client described in this section can be effected using the Client's telephone number listed in the Application.

12. Settlement Procedure

12.1. The funds available in the Account and, in certain cases described in the Terms and Conditions, in Additional accounts are used for Transactions carried out with the Card.

12.2. The exchange rate set by VISA/MasterCard shall be applied to the Transactions carried out in a different currency from that of the funds in the Account. The exchange rate for the current day set by the Bank shall be applied to the transaction posting in the account.

12.3. By approving the Transaction, the Client accepts the applicable exchange rates of the Bank and VISA/MasterCard used for posting the Transaction in the account. A Transaction may not be challenged in the basis of currency exchange rate.

12.4. The Card user shall constantly monitor the Transaction amounts and ensure that the total amount of Transactions during one Calculation period does not exceed the funds available in the Account and, in cases provided for in the Terms and Conditions, in Additional accounts.

12.5. If the Card user has carried out a Transaction, but the funds in the Account and, in cases provided for in the Terms and Conditions, in the Additional accounts, are insufficient to pay for it, the Client shall immediately repay to the Bank the overdrawn amount by depositing the required sum in the Account.

12.6. The Client shall top up the monetary funds available in the Account by the Monthly repayment amount not later than before the end of the Payment period.

12.7. The Client shall pay the commission fees and other fees for the Bank's services in connection with the issue, replacement and renewal of Cards, Transactions and Insurance according to the Price List and the Terms and Conditions.

12.8. The Bank has the right to deduct payments from the Account and from the Client's other accounts held with the Bank according to the following procedure:

- the annual Card fee is deducted within 20 (twenty) days from production of the Card and afterwards once a year in the same month;
- commission for Transactions using the Card is deducted after the Transaction;
- other payments, which the Client must cover according to the Terms and Conditions.

12.9. Filing the "Direct transfer order" section of the Application means that the Client authorises the Bank to deduct the Monthly repayment amount from the Account stated in the Application without further approval and procedures. If there are insufficient funds for completing the Direct transfer order in the Client's account stated in the Application, the Bank has the right to deduct amounts from the Client's other accounts held with the Bank as well. The Client has the right to recall or change the Direct transfer order in writing before the end of the working day preceding the date of completion of the respective Direct transfer order. Such recall or changes requested by the Client shall apply to all subsequent Direct transfer orders. If necessary, the Bank shall convert currencies according to the exchange rate approved by the Bank on the day of payment when completing Direct transfer order.

12.10. The Credit limit is deemed fully repaid when the used Credit limit has been repaid to the Bank and the calculated Credit interest, commission fees, any possible Contractual penalties and other payments resulting from the Contract have been paid.

12.11. All payments concerning the liabilities resulting from the Contract are prioritised in the following order: 1) payment of Contractual penalty if any, 2) Commission fees, 3) payment of Credit interest, 4) repayment of the Credit limit used.

12.12. If any of the Contracting parties terminates the Contract, the advance payments shall be proportionally returned.

12.13. The payment order issuing and processing procedure is regulated by the Current account Terms and Conditions for private individuals.

12.14. The Card user carries out a Transaction involving the use of Ibanka according to applicable Terms and Conditions issued by the Bank for private individuals.

13. Credit Limit

13.1. In addition to the monetary funds in the Client's Account, the Client may use the Credit limit granted by the Bank to settle the Transactions.

13.2. For using the Credit limit, the Client pays Credit interest in the amount according to the Price List.

13.3. The Client repays the Credit limit used in the Calculation period into the Account during the next Payment period in the amount of Monthly repayment amount.

13.4. The used Credit limit becomes available to the Client to the extent repaid by the Client.

13.5. If the Credit limit is increased, the Bank shall ensure the availability of additional funds (to the extent of the Credit limit increase) in the Account before the end of the next business day of the Bank. If the Credit limit is reduced, the Client has a duty to repay the difference between the previously set Credit limit and the new Credit limit within 30 (thirty) calendar days.

13.6. The Bank has the right to unilaterally reduce the Credit limit or cancel it if the conditions, on the basis of which the Credit limit was granted, have changed. The Client shall be notified of the changes applied to the Credit limit by the Bank using means of communication suitable for the Bank (including telephone, e-mail, etc.).

13.7. If the Client requests an increase of Credit limit, the Bank has the right to refuse the increase of Credit limit or offer a smaller increase than that requested by the Client.

13.8. The Bank has the right to unilaterally terminate the operation of the Card and block the Account in the amount of the Credit limit, notifying the Client or/and the Card user thereof if the Bank has discovered that at least one of the conditions mentioned in Article 18.2 of the Terms and Conditions has set in.

13.9. If the Bank has terminated the operation of the Card and blocked the Account in the amount of the Credit limit according to Article 13.8 of the Terms and Conditions, then the Client shall have no unilateral right to use the funds available in the Account until the matured payments due under the Contract are fully settled and the Account is unblocked to the extent of the Credit limit. The Bank undertakes to unblock the account once the reasons for it being blocked are eliminated, i.e. the delayed payments are settled.

14. Account Report

14.1. The Bank provides the Client with a report containing all Transactions carried out using the Cards fixed to the Account during the Calculation period, Account balance and Credit limit and also stating the Monthly repayment amount and Calculation period.

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14.2. If the Client uses Ibanka, the information mentioned in Article 14.1 is available in Ibanka immediately after a Transaction.

14.3. In other cases, if the Client has requested so, the Bank shall send a printed report for each Calculation period to the Address stated in the Application. The Client is charged for preparation and delivery of the Account report according to the Price List.

14.4. Failure to receive the report does not release the Client from the obligation of the timely fulfilment of liabilities.

14.5. The Client has a duty to check the Account report at least once a month. The Client shall inform the Bank immediately of any incorrect or erroneous, or Unauthorised Transactions upon discovery of such.

15. Card Validity Period and Card Replacement

15.1. The Card expiration date is shown on the Card and the Card is valid until the last day (inclusive) of the month written on the Card. The Card user is not allowed to use the Card after its expiry date.

15.2. The Card user must return the Card to the Bank within 5 (five) Bank business days following its expiry date.

15.3. When the Card expires, the Bank produces a new Card with a new expiry date, except for cases where:

- at least 30 (thirty) calendar days before the Card expiry date, the Client has submitted a request to the Bank not to renew the Card, provided that it is not the only active Card according to the Contract;

- at least 30 (thirty) calendar days before the Card expiry date, the Client has submitted a request to the Bank to terminate the Contract;

- the Collateral is insufficient to fully cover the Client's liabilities;

- the Bank has revealed that the Client and Card user have violated the Terms and Provisions of the Contract.

15.4. The Client can receive the new Card at the Bank not sooner than one week before the expiration date of the previously used Card. The old card must be handed over to the Bank.

15.5. If the Customer, using his rights, has changed the PIN code at an ATM, then upon expiry of the Card's validity term the validity of the PIN code also ceases and together with a renewed Card the Customer receives a new PIN code.

15.6. The Bank has the right to cancel the Card and to unilaterally withdraw from the contract if the Card user has not picked up the Card within 2 (two) months. Unilateral withdrawing from the contract takes place according to the procedure described in Article 18.2.

16. Dealing with Complaints

16.1. If the Client has any complaints concerning the operation of the Bank in relation to the Contract, they must be submitted to the Bank in writing.

16.2. Additional information concerning the complaint procedure is available in the section "Your Opinion" on the Bank's website www.seb.lv.

16.3. The Bank shall review the Client's complaints according to the deadlines set by international payment card organisations. The Bank shall notify the Client about the progress of complaint processing in writing within 45 (forty-five) days from the date it was received. If the Bank reveals errors in the report during the complaint processing, the Bank shall refund the Client's damages. If the complaint proves to be unfounded, the Bank shall charge the Client for the processing of the complaint according to the Price List.

16.4. The Bank shall process the Client's complaint within 10 (ten) days for the date it was received if the Client motivates the complaint with the following circumstances:

16.4.1. A correct Transaction amount was not specified at the authorisation of the Transaction, and

16.4.2. The Transaction amount exceeds the amount that the Client could have expected for the Transaction, taking into account the Client's previous payment history, provisions of the Contract and the respective circumstances.

16.5. The Bank has the right to request from the Client evidence to found the Client's claims in the event of the situation described in Article 16.4.

16.6. If the Client submits a complaint about an incorrectly, erroneously completed or Unauthorised Transaction, the Bank shall immediately, but not later than within 5 (five) working days refund the amount of the incorrect, erroneous or Unauthorised Transaction to the Client or dismiss the complaint. The Client understands that the repayment of such a transaction does not reflect the Bank's opinion about the validity or groundlessness of the complaint. The Bank has the right to continue processing the complaint according to Article 16.3 and the Bank shall notify the Client if the complaint proves to be unfounded. At the same time, the Bank has the right to deduct the refundable amount from any of the Client's accounts held with the Bank, as well as the commission fee for processing of an unfounded complaint according to the Price List, without prior notice.

16.7. The Client understands that attempted fraud is subject to criminal liability according to the law of the Republic of Latvia.

17. Responsibility

17.1. The Contracting parties are responsible for compliance with the Terms and Conditions of the Contract and for the damages caused to the respective other Contracting party.

17.2. The Bank bears no responsibility towards the Client for any incorrectly or erroneously completed or Unauthorised Transactions if the Client has failed to provide a notification according to Article 14.5 of the Terms and Conditions within thirteen months from the date of debiting of the incorrectly or erroneously completed or Unauthorised Transaction.

17.3. The Client assumes responsibility for damages up to EUR 150 (or equivalent in another currency converted according to the exchange rate of the Bank of Latvia on the day the Bank has made the payment) incurred as a result of Unauthorised Transactions:

17.3.1. if the Card has been lost or stolen; or

17.3.2. if the Client has failed to ensure secure storage of the Card and/or PIN to prevent unlawful use of the Card.

17.4. The Client assumes full responsibility for damages incurred as a result of Unauthorised Transactions if:

17.4.1. the Client has committed fraud; or

17.4.2. the Client has failed to comply with any of the provisions in Sections 8, 9 and 10 intentionally or by gross negligence.

17.5. The Client bears responsibility for Transactions carried out using all Cards issued under the Contract and the use thereof according to the Terms and Conditions.

17.6. The Client is also responsible for the Transaction and Card restrictions in this section until the Card user has reported the loss or theft of the Card to the Bank or FDL.

17.7. The Client shall pay a Contractual penalty according to the Price List for failing to top up the Monthly repayment amount on time.

17.8. The Client shall pay a Contractual penalty according to the Price List for carrying out Transactions without sufficient funds being available in the Account and, in cases provided for in the Terms and Conditions, in Additional accounts (Credit limit overdraft).

17.9. The Bank bears no responsibility for damages or disputes between the Card user and the Insurer.

17.10. The Bank bears no responsibility for failure to process or the incomplete processing of the Card user orders, as well as for errors, delay, inaccuracies and other faults arising from incomplete or incorrectly completed documents or orders by the Client and Card users, due to fault of third parties and, as well damages caused by communication providers.

17.11. The Bank bears no responsibility for the refusal of third parties to accept the Card. The Bank bears no responsibility for the quality of goods and services purchased using the Card. The Bank bears no responsibility for restrictions imposed by third parties, which could infringe upon the interests of the Card user.

17.12. The Bank shall not be liable for interruptions in communications and/or technical connections that may cause non-performance or incomplete performance of the Card user's order

and that have occurred due to a third person's fault, as well as losses caused by communication organizations that have not been caused by the Bank's gross negligence.

17.13. When signing the Application, the Customer confirms that he is aware of the risks related to the use of the Card and possible disturbances in communications and/or technical connections that may cause non-performance or incomplete performance of the Card users' orders and that have not been caused by the Bank's gross negligence.

17.14. The Contracting parties bear no responsibility for partial or complete failure to comply with the obligations under the Contract, which have resulted from acts of God and which could not have been reasonably foreseen, prevented or influenced.

18. Termination of the Contract

18.1. The Contract has been concluded for an indefinite period and is valid until complete fulfilment of the obligations assumed thereby. The Card expiry date is not regarded as the termination date of the Contract.

18.2. The Bank has the right to unilaterally withdraw from the Contract and request premature fulfilment of Contract obligations from the Client in any of the following circumstances:

18.2.1. the Card user or the Client fails to fulfil the liabilities towards the Bank;

18.2.2. the collateral is insufficient to fully cover the Client's liabilities;

18.2.3. the Client has not picked up the Card within 2 (two) months from its preparation and there are no other active Cards according to the Contract;

18.2.4. the Bank has obtained information that the Client has provided inaccurate, untrue and/or deceptive information;

18.2.5. a debt collection process related to liabilities arising from any other contract concluded with the Bank or SIA "SEB lizings" has been initiated against the Client and/or related persons of the Client (the spouse of the Client, the Card user);

18.2.6. the Bank has obtained information about potential, forthcoming or existing threat by third parties or other conditions outside the scope of direct or indirect influence or control of the Bank, which could cause damages or affect the security, inviolability or confidentiality of the deposits and services of the Client, Card users and/or other persons of the Bank clients.

18.3. The Contracting parties agree that the Bank shall notify the Client about unilateral withdrawal from the Contract in writing at least two months in advance.

18.4. If the Bank uses its rights under the Article 18.2 of these Terms and Conditions, the Client shall have a duty to repay the used Credit limit to the Bank and pay the Credit interest and other payments that are due according to the Contract within the deadlines stated in the notification mentioned in Article 18.3.

18.5. By signing the Application, the Client authorises the Bank to transfer funds present and paid into any of the Client's accounts held with the Bank for settling the whole Credit limit and the payments resulting from the Contract without prior approval and any further authorisation.

18.6. If there are no sufficient funds available in the Client's accounts held with the Bank to settle the used Credit limit and the payments resulting from the Contract, the Bank shall have the right to collect the debt amount in full according to the procedure specified in the Contract.

18.7. In the event of failure to comply with the obligations under the Contract, the Bank has the right to hand over the debt collection rights and the information required for debt collection (including Client data, contents of the Contract and information obtained by the Bank through the Contract) to third parties and post information about the Client and the Client's debt in public and private databases.

18.8. The Client has the right to unilaterally withdraw from the Contract by submitting a written application to the Bank accompanied by all Cards fixed to the Account, subject to complete fulfilment of the obligations under the Contract. Such application shall be regarded as a request by the Client to the Bank to terminate further performance of the Contract from the moment of receipt of such application. The Financial pledge is subject to Article 4.1 of the Terms and Conditions following the termination of the Contract.

18.9. The Bank shall perform the required actions to deny the Card user the possibility to carry out Transactions in the basis of a written application by the Client.

18.10. The Contract is valid until complete fulfilment of the Client's obligations described therein and is regarded as completed when the Client has repaid the used Credit limit, Credit interest and other payments that are due according to the Contract.

18.11. The Bank shall hand over the information about the Client's failure to fulfil the contractual obligations to be included in the Credit Register of the Bank of Latvia according to the terms and conditions of the Credit Register of the Republic of Latvia and the Law on Credit Institutions.

19. Changes in the Terms and Conditions and the Price List

19.1. The Bank shall have the right to make amendments to the Terms and Conditions and the Price List notifying the Client at least 60 (sixty) calendar days before the changes or additions coming into effect by posting relevant notices on the premises of the Bank and on the website www.seb.lv.

19.2. If the Client has not objected to such changes or additions until the date of the amendments coming into effect or announced the termination of the Contract, it shall be assumed that the Client has accepted these changes or additions.

19.3. The Bank has the right to unilaterally change the interest rates in the Price List without notifying the Client if the interest rates are changed to more favourable ones or the Client.

19.4. Currency exchange rates are applied to the Transactions without prior notice. The Client can find out the Bank's exchange rates in the branches of the Bank, by calling the Client Support Service at 8777 or on the Bank's website www.seb.lv.

20. Disputes and Governing Law

20.1. The Client has the right to address the Ombudsman of the Association of Latvian Commercial Banks with complaints regarding the Bank's performance of the Contract. Further information is available on the website of the Association of Latvian Commercial Banks www.bankasoc.lv.

20.2. Any disputes, disagreements or claims resulting from or related to the Contract or violation, termination or invalidity thereof shall be settled in a court of applicable jurisdiction according to the law of the Republic of Latvia.

21. Final Provisions

21.1. Notifications and other correspondence related to this Contract shall be sent to the respective other Contracting party:

- by post to the address of the Contracting party and it shall be regarded as submitted if seven calendar days have passed from handing it over to the post office;

- in person and it shall be regarded as received when the addressee has confirmed its receipt by signing it;

- using Ibanka or SMS banka and it shall be regarded as received on the day of sending;

- using other equal means of transmission (including telephone, e-mail, etc.) and it shall be regarded as submitted on the day of sending.

21.2. The Contracting parties agree that the Client's address or other details (e-mail address, telephone, etc.) included in the Application or announced later can be used for sending the information from the Bank concerning non-fulfilment or undue fulfilment of the Contract. The Client agrees that the information letters from the Bank are prepared electronically and are valid without signature.