

## 1. Definitions used in the Terms and Conditions

**Confirmation** – the Bank's written notification issued to the Cardholder of the activation of the Card if the Card is received at the Bank's branch.

**Calculation period** – the period of time for which the Bank aggregates the information about Transactions carried out with the Card. The duration of the Calculation period shall be one calendar month.

**Automated repayment account** – the Customer's Current account from which a Monthly repayment amount under a standing order arrangement, the fee for the used credit limit, the payment of the applied Late payment interest or Contractual interest are debited.

**Bank** – AS "SEB banka", registration number 40003151743.

**ATM** – technical equipment for withdrawing or depositing cash from/into the Account with the Card, as well as used for ensuring other services offered by the Bank, using the Card.

**Transaction** – using of the Card to pay for goods and services, withdraw or deposit cash at ATMs as well as other transactions carried out using the Card.

**Transaction amount** – a sum in such currency and amount as used by the Customer in the Transaction with the Card at the Merchant's.

**Monthly repayment amount** – the portion of the Credit limit specified in the general provisions of the Agreement, to be regularly provided by the Customer to the Standing order payment account during the Settlement period, if the Customer has not repaid the used Credit limit by making a payment to the Automated repayment account.

**Card** – a payment card issued by the Bank (including the digital version of the Card in a mobile device, created by the Cardholder in the Mobile application of the Bank or in another mobile application of a service provider supported by the Bank) for carrying out Transactions, using the funds available in one Bank Account in Euros.

**Card replacement** – making of a new Card in the event of its loss, theft, mechanical damage or a fraudulent use of it, allocating a new number to the Card.

**Card renewal** – making of a new Card after its expiration date, changing the Card number and expiration date but keeping its previous PIN.

**Card renewal before its expiration date** – renewing of the Card if less than one year is left before the expiration date of the Card, by assigning a new number, PIN and expiration date to the Card.

**Card suspension** – suspending of the validity (blocking) of the Card for a specified period or in full at the initiative of the Customer, the Cardholder or the Bank.

**Card data** – the type of the Card, the Cardholder information specified on the Card, the number and validity term of the Card, and the authentication code on it.

**Cardholder** – a private person authorised by the Customer to whom the Bank issues the Card on the basis of an application.

**Customer** – the legal person that has entered into the Agreement with the Bank under these Terms and Conditions

**Account** – a Current account (euro-denominated) opened for the Customer with the Bank, the funds credited to which are used for Transactions and for deducting of the Bank's commissions for Card maintenance and other charges related to the Card.

**Credit limit** – a loan without a specified maturity date granted by the Bank to the Customer, which is provided in the Account and the Customer can use to pay for his/her Transactions.

**Fee for the used credit limit** – interest owed by the Customer to the Bank for the use of the Credit limit, the amount of which depends on the Credit limit actually issued and outstanding, and which is determined by applying the interest rate specified in the general provisions of the Agreement and the Price List. The Bank shall calculate interest on the Credit limit for each calendar day from the date on which the Credit limit has been used, and deduct it from the Customer's Automated repayment account either on the repayment date specified by the Customer. Calculating interest for a single day, it shall be assumed that there are 360 (three hundred and sixty) days in a year. If the Credit limit is exceeded, the Fee for the use of the credit limit, interest on the loan shall be calculated on the amount by which the Credit limit has been exceeded.

**Monthly limit** – the limit specified for the Card that may be used to withdraw/ deposit cash from/to ATMs, and for payments with the Card, which is specified in the Agreement and/or the Price List. Monthly limit (other Card limits) may be specified also in the regulations of the International Card organizations, within the Card schemes or laws and regulations.

**Mobile application** – a part of the Internet bank service, which is available in the mobile application of the Bank via mobile device. The operation of Mobile application is regulated by the Internet bank Terms and conditions for private individuals and their appendix "Mobile application terms and conditions".

**Mobile device** – a smart device (e.g., smartphone, smartwatch, payment wristband, ring etc.) which has the Mobile application of the Bank installed or a mobile application of another service provider that supports the issuance of the digital version of the Card and payments with such a card. The Bank is entitled to unilaterally supplement or change the supported Mobile devices.

**Agreement** – the agreement between the Bank and the Customer for the issuance and use of Cards. The Agreement consists of the general provisions of the Credit Card Agreement, Credit Card General Terms and Conditions for Legal Entities, the Price List, the Bank's General Business Terms and Conditions, the Credit Transfer Terms and Conditions, and the Data Processing Principles.

**Contractual penalty** – the amount of money the Customer undertakes to pay to the Bank for the late payment of the Fee for the use of the Credit limit, i.e., interest on the loan and/or, Transaction commission payment. The Contractual penalty shall be calculated at the rate specified in the Price List for each day past the due date of the payments specified herein. The amount of the Contractual penalty shall be determined by prorating the annual Contractual penalty rate specified in the Price List, assuming there are 360 days in the year. The payment of the Contractual penalty shall not release the Customer from performing his/ her contractual obligations.

**Unauthorised transaction** – a Transaction for the execution of which the Customer has not given his/her consent (has not authorised the Transaction) under Paragraph 6 hereof.

**Collateral** – the collateral specified in the Application and accepted by the Bank for the performance of the Customer's contractual obligations. **Late payment interest** – compensation that the Customer undertakes to pay to the Bank for the late repayment of the used and/or exceed Credit limit or a portion thereof (Monthly repayment amount). Late payment interest in the amount specified in the Price List shall be calculated for each outstanding day specified herein. The amount of Late payment interest shall be determined by prorating the annual Late payment interest rate specified in the Price List, based on the assumption that there are 360 days in the year. The payments of the Credit limit or a part thereof that are already overdue shall not be subject to contractual interest on the use of capital (the Fee for the used credit limit, i.e., Credit interest) for the period for which Late payment interest is charged.

**Settlement period** – the date specified in the general provisions of the Agreement by which the Customer must top up his Automated repayment account by the Monthly repayment amount.

**Settlement amount** – the Transaction amount in the currency as received by the Bank from International payment data processing organizations. The currency of the Settlement amount may differ from that of the Transaction amount. If the currency of the Settlement amount differs from the currency of the Account, the Bank shall exchange the currency into the Account currency.

**Terms and Conditions** – these Credit Card Agreement Terms and Conditions approved by the Bank and stipulating the procedure for the issuance and use of Cards at the Bank.

**Supplemental security system** – the payment security system for online purchases, in which the Customer or the Cardholder uses the Personalised authentication data specified by the Bank for the confirmation of Transactions.

**Personalised authentication data** – personalised authentication (identification) elements (such as a PIN, Supplemental security system, means of authentication/authorization set by the mobile application of the Bank for the digital version of the Card), specified by the Bank used to identify the Customer/Cardholder and/or Transaction carried out by Customer/Cardholder.

**Application** – an application for entering into the Agreement the submission whereof to the Bank is regarded as the Customer proposal to enter into the Agreement.

**PIN** – a four-digit code automatically generated by a special software, which can be changed by the Customer to another four-digit code of their choice at the Bank's ATM. In certain Transactions, PIN replaces the Customer's signature.

**Reserved amount** – the amount of the carried out Transaction, which has not been debited to the Account due to it being processed.

**International Card organization** – an international organization that supports the issuing of cards according to uniform standards throughout the world (such as MasterCard Worldwide and VISA International).

**Merchant** – merchants that accept the Card in payment for goods and services at their points of sale.

The explanation of the definitions used in these Terms and Conditions but not explained herein is available in the Bank's General Business Terms and Conditions, the Credit Transfer Terms and Conditions, as well as /or in other agreements for services entered into by and between the Bank and the Customer.

## 2. General principles

- 2.1. The Card is a payment instrument (including digital version of the Card in a mobile device) used by the Cardholder to carry out Transactions within the amount available in the current Account, the Credit limited and the allowed Monthly limits (including the transaction limits specified by other Banks, International Card organizations, laws and regulations). The Customer pays remuneration for the issuance, use and service of the Card according to the Price List.
- 2.2. The Cards are issued and used in accordance with the Terms and Conditions approved by the Bank and in accordance with the requirements set forth by the International Card organizations. Each revised wording of the Terms and Conditions shall replace the previous wording of the Terms and Conditions.
- 2.3. The legal relationship between the parties shall be governed also by the Bank's General Business Terms and Conditions, the Data Processing Principles, the Current Account Terms and Conditions, the Current Account Agreement Terms and Conditions, the Price List, the Credit Transfer Terms and Conditions, the Data Questionnaire of a Natural Person, the relevant provisions of other services provided by the Bank, as well as the laws and regulations of the Republic of Latvia. In case of conflicts or discrepancies between the Bank's General Business Terms and the Agreement, the Parties agree to apply the Agreement Terms and Conditions. When applying for or using the digital version of the Card, the Customer and the Cardholder are also subject to the provisions of the Internet Bank agreement of the Bank as well as to the Terms and Conditions of the Mobile application, and to the terms and conditions of applications of other service providers, if the Customer uses applications of other service providers.
- 2.4. The Customer may receive information and/or consultations regarding the use of the Card, restrictions of using the Card, the changing of their PIN, and Transactions at any of the Bank's Customer Centres or calling the 24/7 helpline of the Bank's Customer Centre +371 2666 8777 (chargeable calls).
- 2.5. Communication with the Customer or the Cardholder can occur by calling the number of the Customer or the Cardholder registered by the Bank or making contact in any another way as agreed between the Customer /Cardholder and the Bank.
- 2.6. The Bank has the right to introduce and cancel additional Card-related services, charging the commission fee for such services according to the Price List. The Bank has the right, without seeking approval from the Customer for launching new, additional Card-related services or terminating the provision of such additional services.

## 3. Entering into the Agreement

- 3.1. The Customer shall submit (including through the Internet Bank or in another manner offered and ensured by the Bank) a completed and signed (including under the procedure laid down in the Internet Bank Terms and Conditions/the General Business Terms and Conditions) Application and other documents as may be requested by the Bank.

- 3.2. Before entering into the Agreement, the Bank has the right to verify the information provided by the Customer and request additional information from competent public authorities under the procedure prescribed under the procedure and to the extent provided for in the laws and regulations of the Republic of Latvia.
- 3.3. The Bank may refuse to enter into the Agreement and issue the Card, without giving the reasons for refusal.
- 3.4. If the Application is approved, the Bank and the Customer shall sign the Agreement, followed by the assigning of the Credit limit and transferring of the Card to the Cardholder.
- 3.5. The Agreement shall come into force upon signing of the Agreement by both the Parties under the procedure prescribed in the Agreement. If the Bank provides for an option to sign the Agreement through the Internet Bank, the Agreement shall be deemed to have been entered into when it is authorised with the authorisation means provided for in the Internet Bank agreement.
- 3.6. The Credit limit shall be considered granted to the Customer at the time of entering into the Agreement, whereas the Credit limit or a portion thereof used for Card Transactions or transferred to the Account shall be regarded as the used Credit limit.
- 3.7. These Terms and Conditions shall become binding upon the Cardholder other than the Customer as of the moment when the Cardholder receives the Card and confirms receipt thereof under the procedure provided for in the Agreement. The Customer has a duty to ensure that the Cardholder familiarises himself with the Terms and Conditions and complies with them.

## 4. Collateral

- 4.1. Upon entering into the Agreement, all funds (in any currency) that have been and will be deposited into any of the Accounts opened in the name of the Customer with the Bank during the validity of the Agreement, including interest accrued on deposited funds or other income, shall be pledged in favour of the Bank as financial collateral (a financial pledge) to secure all of the Bank's claims arising from this Agreement.
- 4.2. The Customer represents that the funds, including those in any of the accounts held by the Customer with the Bank, will be transferred into the possession of the Bank. The provision of the financial collateral shall be supported by relevant entries against the Customer's Accounts with the Bank, which shall be entered based on this Agreement.
- 4.3. If the Customer does not pay the amounts stipulated by the Agreement (payments that have fallen due) and in all other cases where in accordance with this Agreement the Bank has a claim towards the Customer, the Bank shall have the right to act with the financial pledge, that is, to freely use these funds, without giving prior notice to the Customer or carrying out any additional procedures, to reduce the amount of the secured obligations arising from this Agreement (Commission fees, Late payment interest, Interest on the loan, Credit limit, Contractual penalty) or to fully settle the said obligations.
- 4.4. If the said financial collateral (financial pledge) serves as collateral also for other agreement entered into between the Bank and the Customer, the Bank shall have the right, at its sole discretion, to choose for settling the liabilities arising from which agreement and to what extent the financial collateral will be used. In addition, the Bank may choose, at its own discretion, the Customer's accounts with the Bank from which the funds will be used to settle the liabilities arising from these agreements.
- 4.5. The Bank shall have a duty to delete the entry on the financial collateral for the Customer's accounts opened with the Bank, if the Bank's claims resulting from this Agreement have been satisfied in full.

## 5. Issuing the Card

- 5.1. The issuance of the Card is:
  - 5.1.1. Transferring of the Card to the Cardholder and activation thereof at the Bank's branch, subject to the Cardholder and the Bank signing the Confirmation of receipt of the Card by the Cardholder and the Bank;
  - 5.1.2. Sending of the Card by post or by the courier service:
    - 5.1.2.1. The Cardholder will be required to activate the renewed Card through the Internet Bank, at the Bank's ATM, calling the Bank's Customer Centre or in another manner offered and ensured by the Bank;
    - 5.1.2.2. The Cardholder will be required to activate the new Card through the Internet Bank or in another manner offered and ensured by the Bank.
  - 5.1.3. Transferring/activating the Card to the Cardholder in another manner agreed between the Bank and the Customer.

- 5.2. The Bank may impose restrictions for Transactions on Cardholders; with which the Customer and the Cardholder may familiarise themselves at the Bank's branches, though the Internet Bank or on the Bank's website [www.seb.lv](http://www.seb.lv).
  - 5.3. The Customer may enter into the Agreement for linking several Cards to the Account, he/she may also designate several Cardholders, if the relevant Cardholders (private persons) have been identified by the Bank under the Bank's procedures.
  - 5.4. The Card is the Bank's property transferred for use to the Cardholder.
  - 5.5. If a new Card is being issued at the Bank's branch, the Card is issued with a closed envelope containing the PIN code. If the Card holder receives the Card by mail or courier, the PIN code is available to the Card user also in the Internet bank, and the Card holder can re-view the PIN code in the Internet bank up to four (4) times. For a renewed Card, the previous PIN code can be used, and in this case, when receiving the Card at the Bank's branch, an envelope with a PIN code will not be reissued.
  - 5.6. The Cardholder may change the PIN at the Bank's ATM.
  - 5.7. In order to start using the digital version of the Card in a Mobile device, the Cardholder needs to have the Mobile application of the Bank or a mobile application of another service provider supported by the Bank. Card digitalisation and authorisation of transactions are provided in accordance with the Terms and Conditions of the Mobile application or the Terms and Conditions of other service providers.
- 6. Using of the Card**
- 6.1. The Card may be used only by the person whose name and signature appear on the Card. The Cardholder must not transfer the Card and/or the Card data to other parties. It shall be deemed that the Cardholder has carried out and confirmed (authorised) all the Transactions carried out with the Card until such time as the Bank is duly notified of the loss of the Card or any other unlawful misappropriation thereof.
  - 6.2. The Cardholder may use the Card only for carrying out Transactions and only within the set Monthly transaction limits.
  - 6.3. The Cardholder may use the Card and give consent to pay for the goods and services directly to the Merchant, authorising the Transaction:
    - 6.3.1. with the Card and his/her signature;
    - 6.3.2. with the Card and the PIN;
    - 6.3.3. with the Card and the Supplemental security system;
    - 6.3.4. with the Card, entering the Card data over the internet, if the Merchant does not use the Supplemental security system;
    - 6.3.5. with the Card, using other Personalised authentication data issued to the Cardholder and accepted by the Bank;
    - 6.3.6. with the digital version of the Card by using mobile device;
    - 6.3.7. with card using contactless payment function.
  - 6.4. The Cardholder shall use the Card and give consent to carry out cash trans- actions at ATMs, authorising the relevant Transactions with the Card and the PIN.
  - 6.5. If Merchants use the Supplemental security system for online transactions, the Cardholder shall use the Personalised authentication data specified by the Bank for authorisation of Transactions.
  - 6.6. The Card shall not be used for any unlawful purposes, such as for using the Card to buy/receive such products or services, which are prohibited under the laws and regulations of the Republic of Latvia.
  - 6.7. Carrying out Transactions at the Merchant's, the Customer shall present, upon the request of the service staff, his/her identity document – the passport of the national of the Republic of Latvia or an equivalent document, and confirm the Transaction amount by signing on the receipt.
  - 6.8. The Customer has a duty to request that the Transaction with the Card be carried out in his/her presence, as well as not to sign any receipts that do not specify the Transaction amount.
  - 6.9. Using the Card at ATMs or at the Merchants' points of sale, which are equipped with devices appropriate for entering PINs, PIN shall replace the signature and be considered a sufficient means of Customer authentication and Transaction.
  - 6.10. Before confirming the Transaction (signing the supporting document, entering the PIN or other authentication data), the Cardholder has a duty to verify that the Transaction amount specified on the document supporting the Transaction corresponds to the actual Transaction amount. The Cardholder's signature on the document supporting the Transaction must match his/her signature that appears on the Card.
  - 6.11. If, carrying out Transactions, an incorrect PIN is entered in the ATM 3 (three) times consecutively, the Card will be retained in the ATM. To prevent a misuse of the Customer's funds, the validity of the Card shall be terminated, and it shall be replaced with a new Card.
  - 6.12. If an incorrect PIN is entered 3 (three) consecutive times when using the Card at the Merchant's point of sale, the validity of the Card shall be automatically suspended. In such a case, a representative of the Customer or the Customer (2) shall contact the Bank and additionally unblock the Card at an ATM by entering the correct PIN.
  - 6.13. The transactions that are approved using the PIN and/or the Personalised authentication data issued to the Customer (approved by the Bank), will be considered the Transactions authorised by the Customer, and such Authorisation shall have the same legal effect as the documents hand-signed by the Customer. Such Authorisation of Transactions shall be deemed sufficient evidence to resolve the possible disputes between the Bank and the Cardholder. The Bank shall have the right to reject the Cardholder's claims regarding a completed Transaction, if it was carried out on the basis of the Authorisation carried out under the procedure prescribed herein.
  - 6.14. When using the digital version of the Card in the Mobile application, the Cardholder must comply with the provisions of the Internet bank agreement of the Bank and the Terms and Conditions of the Mobile application, or the terms and conditions of the respective service provider, and ensure that the mobile device is protected with due care and is not available to third parties.
  - 6.15. The Customer may change certain functionalities of the Card (such as amending certain Transaction limits, allowing/disallowing Transactions over the Internet, limiting the use of the Card in a particular country or region, using of the Card's magnetic strip, etc.) at the Bank's branch, the Internet Bank or any other manner offered and ensured by the Bank.
  - 6.16. The Bank shall have the right to reject to execute the Customer application regarding increase of limit without any explanation of reasons of such rejection.
- 7. Safeguarding of the Card**
- 7.1. The Cardholder has a duty to carefully safeguard his/her Card or mobile device storing the digital version of the Card and the Card data.
  - 7.2. The Cardholder has a duty to safeguard the Card and keep the Personalised authentication data (including the PIN) confidential and prevent them from passing thereof to third parties. Personalised authentication data must not be kept together with the Card or in any other manner rendered available to third parties. The violation of this provision will be deemed gross negligence on the part of the Cardholder.
  - 7.3. The Customer has a duty to carefully safeguard the Card and use it carefully to protect it against any mechanical or electronic damage.
- 8. Loss of the Card**
- 8.1. If the Card and/or mobile device storing the digital version of the Card is lost or stolen or if the PIN or any other Card and/ Personalised authentication data have become known to any other person, or if the Cardholder suspects an unauthorised use of the Card or Card data, the Cardholder must immediately report it to the Bank's Customer Service Centre, by calling the 24/7 hotline of the Bank's Customer Centre +371 26668777 (chargeable calls), visiting the branch of the Bank, suspending the validity of the Card through the Internet Bank, or in another manner offered and ensured by the Bank.
  - 8.2. If the Card is lost or stolen abroad, the Cardholder shall immediately report it to the Bank, as well as report the loss thereof to the nearest police station in writing.
  - 8.3. The Customer or the Cardholder has a duty to immediately notify the Bank in the event that the Card that was reported as lost or stolen is found, and not to use it until receiving the Bank's confirmation.
  - 8.4. The Bank may restore the functioning of the Card, if the Cardholder has not used it after the loss thereof, the Card data had not been available to third parties, and the Customer confirms that all transactions carried out with the Card have been authorised by the Customer.
- 9. Suspending of the validity of the Card**
- 9.1. At the request of the Customer or the Cardholder, the Bank will suspend the validity of the Card. The Customer or Cardholder may connect the functions of digital card by using the Mobile application, but disconnect the functions of digital card by using the Mobile application or by calling the hotline of the Bank's Customer Centre +371 2666 8777 (chargeable call).

- 9.2. The Bank may unilaterally suspend the validity of the Card (the Cards linked to all of the Customer's Accounts) or restrict some of the Card's functionalities (for example online transactions, using the Card in a particular country or region, using the magnetic strip of the Card, etc.), notifying the Customer thereof in advance or immediately thereafter, if:
- 9.2.1. The Customer or the Cardholder violates the Agreement, the Bank's General Business Terms and Conditions, the laws and regulations of the Republic of Latvia, or if such circumstances have occurred specified in the Agreement, the General Business Terms and Conditions or in the laws and regulations effective in the Republic of Latvia, which prevent the Customer from further using the Card;
- 9.2.2. The Bank has reasonable suspicion that the Card has been or may be used contrary to the Customer's interests, or such Transactions are not typical for the Customer have been carried out;
- 9.2.3. The Bank has reasonable suspicion that an unlawful use of the Card, fraud or an attempt of fraud has occurred;
- 9.2.4. The suspension of the Card is necessary for eliminating other security-related considerations.
- 9.2.5. The Bank has received a claim for an Unauthorised transaction, and the Customer or the Cardholder has not suspended the validity of the Card;
- 9.2.6. The Bank has informed the Customer about the termination of the cooperation pursuant to the Bank's General Business Terms and Conditions and/or the laws and regulations effective in the Republic of Latvia;
- 9.2.7. The Customer or the Bank has withdrawn from the Agreement.
- 9.2.8. The Customer has not made the monthly payment to settle the used Credit limit or make payments against other liabilities owed to the Bank.
- 9.3. If the Bank has suspended the validity of the Card, the Bank may renew it if:
- 9.3.1. The Customer or the Cardholder has eliminated the violations due to which the validity of the Card had been suspended;
- 9.3.2. The Cardholder confirms to the Bank that the untypical Transactions had been carried out by the Cardholder;
- 9.3.3. The considerations which served as the basis for the suspension of the validity of the card no longer exist.
- 9.4. If the Customer/Cardholder finds that the Card is restricted (card is not working) and the Customer has not been informed about the stoppage/restriction of the usage of the Card, the Customer must immediately notify the bank by calling the 24/7 hotline of Bank's Customer Centre +371 26668777 (chargeable calls).
- 10. Settlement procedure**
- 10.1. For Transactions with the Card, the funds available in the Account shall be used. In addition to own funds held in the Account, the Customer may use the Credit limit assigned by the Bank and available in the Account to pay for Transactions.
- 10.2. Transactions carried out with the Card abroad are processed by the International Card organization system in euros or are exchanged into euros if the Transaction currency is other than euro. Information on the applicable card transaction exchange rates is available on the international card organization websites <https://www.mastercard.com/global/currencyconversion/index.html> and <https://www.visaeurope.com/making-payments/exchange-rates>.
- 10.3. If the currency of the account linked to the Card does not match the currency of the Transaction, a Commission fee will be applied to the currency exchange in accordance with the Price List. The Customer agrees that immediately after the Transaction the Bank will send the Customer information (as a text message and/or in the mobile application) on currency exchange costs in the European Economic Area for Transactions carried out in other currency than euro, if such costs exceed the costs that would arise for the Customer, if the exchange rate set by the European Central Bank would be applied to the currency exchange. The Cardholder is entitled to refuse further receipt of such information in the Internet bank and/or in the Mobile application.
- 10.4. By confirming the Transaction, the Customer agrees to the exchange rates applied by the Bank and by the International Card organizations, which are used to account for the Transaction in the Account. The Transaction may not be disputed on the basis of exchange rate considerations.
- 10.5. The Customer and the Cardholder shall regularly monitor the Transaction amounts and see to it that the total sum of Transaction amounts within a single Calculation period would not exceed the funds available in the Account.
- 10.6. If the Cardholder has carried out a Transaction, for the payment of which there are not enough funds in the Account, the Customer must immediately refund such overdrawn funds to the Bank, crediting the necessary amount to the Account.
- 10.7. The Customer has a duty to top up the funds available on the Automated repayment account by the amount of the Monthly repayment amount, the Fee for the used credit limit, the applied Late payment interest or the Contractual penalty payments (if such have been applied) not later than by the end of the Settlement period or immediately if the relevant payments have already fallen due.
- 10.8. The Customer shall pay the commission fees and other charges for the Bank's services in connection with the issuance e, replacement, and renewal of Cards and Transactions in accordance with the Price List and the Terms and Conditions from the account linked to the Card (including from the Card limit).
- 10.9. The Bank has the right to make deductions from the Automated repayment account, as well as from other Customer's accounts in the event that there are no funds in the Automated repayment account at the relevant time to make the payments provided for in the Agreement under the following procedure and sequence:
- 10.9.1. The Card issuance fee shall be levied when issuing the Card to the Customer;
- 10.9.2. The fee for the use of the Card shall apply from the first day of the month following the month during which the Card was issued. The commission fee for the use of the Card is withheld at the end of each month during which the Card was used;
- 10.9.3. The Commission fee for Transactions with the Card shall be deducted after completing the Transaction;
- 10.9.4. Late payment interest;
- 10.9.5. The Fee for the used credit limit - credit interest;
- 10.9.6. The Monthly repayment amount or the Credit limit and the exceeded Credit limit;
- 10.9.7. The Contractual penalty;
- 10.9.8. Other payments due to be made by the Customer under these Terms and Conditions.
- 10.10. By signing this Agreement, the Customer authorises the Bank to withhold, without seeking further approval and carrying out of procedures the Monthly repayment amount, the Fee for the used credit limit, Late payment interest, Contractual penalty (if such has been applied), as well as other payments provided for in the Agreement from the Automated repayment account. If there is not enough funds in the Automated repayment account to pay off its liabilities, the Bank shall have the right to withhold payments from the Customer's other accounts with the Bank. When withholding the amount provided for in the Agreement, the Bank may, if necessary, carry out the currency exchange at the rate set by the Bank on the settlement date.
- 10.11. For late payment of the Credit interest and/or commission fee, the Customer shall pay the Contractual in the amount specified in the Price List.
- 10.12. For late payment of the used and/or exceeded Credit limit or a part of the Credit limit (Monthly repayment), the Customer shall pay Late payment interest in the amount specified in the Price List.
- 10.13. For engaging in Transactions without appropriate funds in the Account (exceeding the Credit limit), the Customer shall pay the Fee for the Credit limit in the amount specified in the Price List.
- 10.14. The Bank has the right to refuse to execute the Transaction if:
- 10.14.1. The Account linked to the Card has been blocked, or the handling thereof has been restricted;
- 10.14.2. The Card has been suspended;
- 10.14.3. There are not enough funds in the Account linked to the Card for executing the Transaction or for paying the commission fee in accordance with the Price List;
- 10.14.4. When carrying out the Transaction online, the Transaction is not confirmed with the Supplemental security system;
- 10.14.5. There are other restrictions in the existing laws and regulations of the Republic of Latvia.
- 11. Credit limit**
- 11.1. The Customer may use the Credit limit granted by the Bank, which is provided by the bank after the Agreement comes into force and the Card is activated, to pay for Transactions. In addition to the Credit limit granted by the Bank the Customer may also transfer his/her own funds to the Account.
- 11.2. For the use of the Credit limit, the Customer will pay the Fee for use of the Credit limit to the Bank, i.e., interest on the loan in the amount specified in the Price List.

- 11.3. The Customer shall repay the Credit limit used during the Calculation period to the Automated repayment account in the next Settlement period in the amount of the Monthly repayment amount. The Customer can repay the used Credit limit by transferring money to the Account, including by making a cash deposit in the Account via ATMs of the Bank.
- 11.4. The used Credit limit becomes available to the Customer in the amount by which the Customer has repaid it.
- 11.5. The Customer has the right to request an increase of the Credit limit, by submitting an application to that effect to the Bank. For reviewing the application for the Credit limit changes, the Bank shall withhold a commission fee in accordance with the Price List. If the Customer requests to increase the Credit limit, the Bank may refuse to increase the Credit limit or propose a lower increase of the Credit limit than that requested by the Customer.
- 11.6. If the Bank suspends the validity of the Card and the availability of the Credit limit, the Bank may block the Automated repayment account in the amount of the Credit limit, notifying the Customer and/or the Cardholder thereof.
- 11.7. If the Bank in accordance with the Terms and Conditions has suspended the validity of the Card and blocked the automated repayment account or other accounts within the Credit limit, the Customer shall not have a unilateral right to handle the money credited to the accounts until such time as the payments provided for in the Agreement and that have fallen due are settled in full. The Bank shall unlock accounts as soon as there is no longer reason to block them, i.e., the outstanding payments will have been paid or the orders issued by the public authorities/officials will have been fulfilled/withdrawn.
- 11.8. The Customer has the right to change the Automated repayment account, the repayment date (selecting the date from 5th to 15th day of the month), by submitting a written application at the Bank's branch or through the Internet Bank. The changes applied for by the Customer regarding the changes to the Automated repayment account and the repayment date will become effective as of the moment when the changes are approved by the Bank.
- 11.9. The Bank has the right not to allow the carrying out of Transactions with the Credit limit if the handling of the Customer's accounts with the Bank is limited or if third-party claims apply to the Customer's funds held with the Bank.
- 11.10. The Bank has the right to assess, during the validity of the Agreement, the provisions of the assigned Loan (including reviewing of the Interest rate and the Credit limit). If the Bank has made the decision to change the provisions of the Loan, the Bank shall notify the Customer of the changes through the Internet Bank or otherwise as agreed between the Bank and the Customer. If the Customer does not agree to the changes the Customer may withdraw from the Agreement, subject to the provisions of Paragraph 16 hereof. If the Customer has not withdrawn from the Agreement and keeps using the Card after he/she has been notified of the changes in the Credit terms it shall be considered that the Customer has agreed to the changes.

## 12. Account statement

- 12.1. The Bank shall provide a statement to the Customer, detailing all Transactions carried out with the Cards linked to the Account during the Calculation period, as well as the Account balance.
- 12.2. If the Customer uses the Internet Bank, the information referred to in Paragraph 12.1 hereof is available on the Internet Bank free of charge.
- 12.3. The Customer has a duty to check the Account statement at least once a month and immediately notify the Bank about any false (including unauthorised Transactions or any erroneous Transactions).

## 13. Card expiration date, Card renewal

- 13.1. The expiration date of the Card is indicated on the Card, and the Card is valid until the last day of the respective month, inclusive. The Cardholder must not use the Card after its expiration date.
- 13.2. After the expiration date, the Customer must return the Card to the Bank for destruction or must destruct it himself
- 13.3. When the Card expires, the Bank will make a new card with a new expiration date, except when:
  - 13.3.1. At least 30 (thirty) calendar days before the expiration date, the Customer submits a request to the Bank not to renew the Card on the condition that the Credit limit has been fully repaid;
  - 13.3.2. At least 30 (thirty) calendar days before the Card's expiration date, the Customer submits a request to terminate the Agreement with the Bank;

13.3.3. The Collateral is not sufficient to provide for the payment of the Customer's liabilities in full;

13.3.4. The Bank has identified that the Customer and the Cardholder have violated the provisions of the Terms and Conditions of the Agreement;

13.3.5. The Bank does not have accurate and complete information about the Cardholder's personal code or identification number.

- 13.4. In the cases specified in these Terms and Conditions, the Cardholder can receive the new Card at the Bank or by mail not sooner than one week before the expiration date of the previous Card.
- 13.5. When replacing or renewing the Card, the Bank may issue another type of Card instead of the existing Card, keeping the functionality of the previous Card.
- 13.6. The Bank has right to close the Card, if it has been sent to the Customer by mail, however, the Customer has not activated the Card within 4 weeks of it being sent to the Customer.

## 14. Examination of claims

- 14.1. Any of the Customer's claims regarding the activity of the Bank transaction in performing the Agreement shall be submitted to the Bank in writing at the Bank's branch or the Internet Bank. The Bank's Customer Centre also accepts the claims regarding Customer Transactions at the Bank's ATMs by phone.
- 14.2. The Bank shall examine the Customer's claims for Transactions in accordance with the regulations of the International Card organizations and within the deadlines set in the said regulations.
- 14.3. The Bank shall inform the Customer on the progress of the review of the claim within 15 working days. The deadline for giving the response may take up to 35 working days after receipt of the claim at the Bank.
- 14.4. If, under the claim submitted to the Bank, the Customer claims not to have authorised the Transaction, the Bank shall, reviewing the type of authorisation used for the Authorisation of the Transaction, immediately, however, not later than by the end of the next working day, compensate the Customer for the losses, by refunding the Transaction amount, if such duty is provided for under the laws or regulations and/or the Agreement. Compensating the Customer for losses does not mean that the Bank acknowledges its liability for the disputed Transaction. The Bank has the right to carry on the examination of the relevant claim after compensating for the damages or refunding the disputed Transaction amount to the Customer.
- 14.5. If, after receipt of the claim, the Bank reasonably suspects illegal and/ or fraudulent activities on the part of the Customer or Cardholder (including that the Cardholder has not taken due care of the security of the Card and/or Personalised authentication data, the Transaction has been authorised under the Agreement, etc.), the Bank has the right not to compensate the Customer for the damages and report such suspects to law enforcement and/or supervisory institutions.
- 14.6. If the Bank refunds an amount equal to the disputed Transaction to the account linked to the Card, whereas as a result of the investigation/ review it is identified that the claim has no grounds, the Bank may, without prior notice, to withhold the amount of the disputed Transaction from any of the Customer's accounts with the Bank as well as the commission fee for the reviewing of an ungrounded claim in accordance with the Price List. If there is no money in the accounts, the Customer shall be obliged to provide the funds in the Account in the amount of the disputed Transaction at the Bank's first request, and the Bank has the right to reserve the money in the Customer's accounts in the amount of the disputed Transaction amount.
- 14.7. The Customer or the Cardholder has a duty to cooperate with the Bank in the course of investigating the claim and submit all necessary documents and information as may be requested by the Bank, even if the disputed Transaction amount has already been refunded to the Customer's account.
- 14.8. The Bank considers that the claim has been received by the Bank:
  - 14.8.1. on the Bank's business day if the claim has been submitted and received by the Bank by 4 p.m.;
  - 14.8.2. The following business day if the claim is received by the Bank after 4 p.m.
- 14.9. On the days before a holiday, the Bank shall accept claims for one hour less. If the Customer has submitted a claim about the Transaction not authorised by the Customer, the Customer has a duty to immediately suspend the validity of the Card. If the Bank finds that the Customer has not suspended the validity of the Card, the Bank has the right to suspend the Card without prior notice.

- 14.10. In cases where the claim submitted for transactions with the Card is controversial, ambiguous or erroneous and during the process of examining the claim contacting of the Customer repeatedly proves to be impossible, the Bank has the right to consider that the claim application is erroneous, and subject to giving notice to the submitter, unilaterally close the claim.
- 14.11. If the Customer and/or the Cardholder, disputing the Transaction provides false details to the Bank or engages in other unlawful activities, the Customer shall compensate the Bank for all expenses and losses incurred by it as a result of engaging by the Customer in carrying out such unlawful activities.

## 15. Liability

- 15.1. The Customer shall be liable for compliance with the Terms and Conditions and for compensating the losses caused to the Bank.
- 15.2. The Customer shall be responsible for having the Cardholder familiarised with these Terms and Conditions.
- 15.3. The Bank shall not liable to the Customer for any unauthorised or erroneous Transaction, if the Customer, immediately upon becoming aware (or when he/ she should have become aware) of an unauthorised or erroneously executed Transaction, however not later than within 60 days of the money having been debited from the Account, has not notified the Bank thereof, unless the existing laws and regulations of the Republic of Latvia provide for other deadlines for submitting claims.
- 15.4. The Bank shall not liable for the losses arising to the Customer in relation to Transactions as a result of the loss, theft or other unlawful misappropriation of the Card and/or mobile device for the use of the digital version of the Card, if the relevant Transaction has been confirmed with the PIN, using the Supplemental security system or other Personalised authentication data.
- 15.5. The Customer shall be liable for the Transactions with all the Cards issued under the Agreement and the use thereof pursuant to these Terms and Conditions.
- 15.6. The Bank shall not be liable for any damages or disputes arising between the Cardholder and the insurer.
- 15.7. The Customer shall be liable for any losses incurred by it in relation to Unauthorised transactions (including false or Unauthorised transactions), if the Card has been lost or stolen, and the Customer or the Cardholder has not notified the Bank thereof.
- 15.8. The Customer shall assume all the losses incurred in connection with Unauthorised transactions, if:
- 15.8.1. The Customer and/or the Cardholder has committed fraud;
- 15.8.2. The Customer has failed, acting deliberately or in gross negligence, to comply with any of the provisions set out in Paragraphs 5, 6, and 7 hereof.
- 15.9. The Bank shall not be liable for failure to execute, in whole or in part, the orders of the Cardholder, nor for errors, delays, inaccuracies and other deficiencies arising due to the Customer or the Cardholders submitting/issuing incompletely or incorrectly filled documents or orders, due to the fault of third parties, nor for the losses caused by the providers of communications services.
- 15.10. The Bank shall not be liable for the refusal by third parties to accept the Card. The Bank shall not be liable for the quality of the goods and services purchased with the Card. The Bank shall not be liable for the restrictions imposed by third parties, which may injure the interests of the Cardholder.
- 15.11. The Bank shall not liable for any such disruptions in communications and/ or technical connections, which may lead to not executing, in whole or in part, the orders issued by the Cardholder, and which have arisen due to the fault of a third party, as well as for any losses caused by the communications organizations, which have resulted from gross negligence on the part of the Bank.
- 15.12. By signing the Agreement, the Customer declares that it is aware of the risks that are associated with the use of the Card and any possible communication and/or technical connection failures, which may lead to non- execution or partial execution of the orders of the Cardholders and which have not resulted from the Bank's gross negligence.
- 15.13. The Bank shall not be liable for the legal relationship between the Customer and a third party (including Merchants) established under mutual transactions or on the basis of the existing laws and regulations, including in the case where the basis for establishing such relationships is the carried out Transaction. The Customer takes responsibility in cases when the Card data are input on the websites maintained by Merchants, without having familiarised oneself with the Merchant's terms and conditions of providing services. The Bank shall not be liable for any consequences arising as a result of such activities.

- 15.14. The Parties are not liable for not performing, in whole or in part, the obligations assumed under the Agreement as a result of the force majeure circumstances that could not have been reasonably predicted, prevented or controlled.
- 15.15. By signing this Agreement, the Customer agrees that in cases where the applicable laws and regulations provide for an option to enter into an agreement between the parties for not applying certain laws and regulations, then entering into the Agreement is considered such an agreement, unless the user of the service (Customer) is a consumer. For the avoidance of doubt, in performing the Agreement, in relation to the Customer, the Bank has the right not to apply:
- 15.15.1. the Sections included in Chapters VII, VII, and IX of the Law on Payment Services and Electronic Money;
- 15.15.2. the provisions of Section 77, Paragraph one, Section 80, Paragraph three, as well as Sections 85, 87, 88, 89, 92 and 99 of Chapter X of the Law on Payment Services and Electronic Money;
- 15.15.3. other laws and regulations (or parts thereof), if such laws and regulations provide for an option not to apply the relevant legislation to the Customer which is not considered a consumer under the laws and regulations.

## 16. Termination of the Agreement

- 16.1. The Agreement is entered into for an indefinite term and shall be valid until the obligations provided for therein are performed in full. The expiration date of the Card shall not be considered the termination date of the Agreement.
- 16.2. The Bank may unilaterally terminate the Agreement if the Customer and/ or Cardholder does not comply with the Terms and Conditions of the Agreement and/or the Bank's General Business Terms and Conditions in the cases and under the procedure provided for in the laws and regulations.
- 16.3. Any Party to the Agreement may unilaterally withdraw from the Agreement, by giving notice of such withdrawing in writing at least 60 (sixty) days in advance, unless withdrawing from the Agreement occurs on the basis of such violation by the other Party, for which another period of notice is stipulated in this Agreement or the Bank's General Business Terms and Conditions. If the Customer or the Bank withdraws from the Agreement, the Bank has the right to suspend the validity of the Card and the availability of the Credit limit.
- 16.4. The Bank may unilaterally withdraw from the Agreement if the Customer's obligations arising from the Agreement have been outstanding for at least 30 days.
- 16.5. If the Bank withdraws from the Agreement, the Customer has a duty to repay the amount arising from the Agreement within the term specified in the notice.
- 16.6. The Customer shall be liable for the Transactions carried out with the Card for 60 (sixty) days after suspending the validity thereof.
- 16.7. The Bank may destroy the Card and withdraw from the Agreement unilaterally without giving notice to the Customer or the Cardholder, if the Cardholder has not collected/activated it within 2 (two) months.
- 16.8. In the event that the Credit limit has been set to the Customer, however, the Card has not been activated for at least 2 months, the Bank may terminate the Agreement unilaterally and demand that the Credit limit be repaid immediately.
- 16.9. The Customer may withdraw from the Agreement at any time, subject to performing the obligations arising from the Agreement in full, by giving prior written notice thereof, enclosing thereto all the Cards linked to the Account. Such an application shall be regarded as the Customer's request to the Bank to suspend further performance of the Agreement as of receipt of the application to that effect. In regard to Financial pledge, the provisions of Paragraph 4 of the Terms and Conditions shall apply in case of termination of the Agreement.
- 16.10. Subject to receiving the Customer's written request, the Bank shall take the necessary measures to suspend the option of engaging in any Transaction by the Cardholder.
- 16.11. The Agreement is valid until the Customer's obligations specified therein are performed in full, and shall be considered performed as at the time when the Customer will have made all the payments provided for in the Agreement, including commission fees, Monthly repayment amount payments, the Fee for the used credit limit, the Fee for the issuance and use of the Card, the applied Late payment interest and Contractual penalty, as well as expense related to the debt recovery and other payments arising from the Agreement.