

### 1. Definitions used in the Terms and Conditions

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

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

**Authentication** – a procedure that enables the Bank to verify the Cardholder's identity or the validity term of the Card data, including the Personalised authentication data.

**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 for ensuring other services offered by the Bank, using the Card.

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

**Authorisation of transactions (Authorisation)** – the Cardholder's consent to carry out the Transaction using Personalised authentication data, the handwritten signature or in some other kind agreed upon by the Bank and the Customer.

**Transaction limit** – the maximum amount of cash that can be withdrawn/ deposited from/in ATMs, used in payments with a Card (including cards with contactless payment functionality and digital Cards) in a single transaction or in transactions carried out during a period specified in the Agreement, the Price List, regulations of the International Card organizations or laws and regulations, within the Card schemes or Laws and Regulations.

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

**Card** – a payment card issued by the Bank (including digital version of the Card in a mobile device) for carrying out Transactions, using the funds available in a single euro nominated Account.

**Card replacement** – making of a new Card in the event of the loss, theft, or mechanical damage of the Card or a fraudulent use thereof, by assigning 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 the previous PIN.

**Card renewal before its expiration date** – renewing of the Card, if there is less than one year is left before the expiration date of the Card, by assigning a new number, PIN, and the expiration date of 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 Customer and Cardholder information specified on the Card, the number and validity term of the Card, and the authentication code on the signature strip.

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

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

**Account** – the Customer's current account opened with the Bank, the funds credited to which are used for Transactions and for deducting of the Bank's commissions for the Card maintenance and other charges related to the Card.

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

**Unauthorised transaction** – a Transaction for the execution of which the Customer has not given their consent (has not authorised the Transaction) under Section 5 hereof.

**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 convert the currency into the Account currency.

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

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

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

**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 yet 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, and/or 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 limits of the funds available in his/her current account and the permitted Transaction limits. For the issuance, use and maintaining of the Card, the Customer shall pay the fee specified in 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 by the Bank's General Business Terms and Conditions, the Credit Transfer Terms and Conditions, the Data Processing Principles, the Current Account Agreement Terms and Conditions, the Price List, the Data Questionnaire of the Legal 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 and discrepancies between the Bank's General Business Terms and those of the Agreement, the Parties agree to apply these Terms and Conditions. When using digital versions of the Card in a mobile device, the Customer and the Cardholder is also subject to the provisions of the Internet Bank agreement of the Bank for private persons and annex thereto "Mobile Application Terms and Conditions".

2.4. The Customer may receive information and/or consultations regarding the use of 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 26668777 (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 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 in accordance with the Price List. The Bank has the right, without seeking the approval from the Customer, to launch additional Card-related services or cease to provide 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 prescribed in the Internet Bank Terms and Conditions/General Business Terms and Conditions) Card Agreement 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 submitted by the Customer and request additional information from competent public administration authorities 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 its reasons for refusal.

3.4. In the event of entering into the Agreement the Bank issues the Card to the Cardholders.

3.5. The Agreement shall come into force upon signing of the Agreement by both the Parties, however, in the event that the Agreement is entered into remotely, the Customer commissions the Bank to make the Card.

3.6. These Terms and Conditions shall become binding upon the Cardholder as of the moment when the Cardholder has received the Card and confirmed receipt of it 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. Issuing the Card

4.1. The issuance of the Card is:

4.1.1. Transferring of the Card to the Cardholder and activation thereof at the Bank's branch, subject to signing by the Cardholder and the Bank of the Confirmation of receipt of the Card;

4.1.2. Sending of the Card by post or by courier service:

4.1.2.1. 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;

4.1.2.2. The Cardholder will be required to activate the new Card through the Internet Bank or in another manner offered and ensured by the Bank.

4.1.3. Transferring of the Card to the Cardholder in another manner agreed between the Bank and the Customer.

4.2. The Bank may impose restrictions for Transactions on Cardholders, with which the Cardholder can familiarise themselves at the Bank's branches, through the Internet Bank, or on the Bank's website [www.seb.lv](http://www.seb.lv).

4.3. 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.

4.4. The Card is the Bank's property transferred into use to the Cardholder.

4.5. Upon receiving the Card, the Cardholder has a duty to sign it.

4.6. 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.

4.7. The Cardholder may change the PIN at the Bank's ATM.

4.8. For the use of the digital version of the Card in a mobile device, Mobile Application of the Bank is required. Card digitalisation and authorization of transactions are provided in accordance with the Mobile Application Terms and Conditions.

## 5. Using of the Card

5.1. The Card may only be used by the person whose name and signature appear on the Card. The Cardholder shall not transfer his/her Card or Card data to third 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.

5.2. The Cardholder may use the Card only for carrying out Transactions and only within the specified Transaction limits.

5.3. The Cardholder shall use the Card and give consent to pay for the goods and services directly to the Merchant, authorising the Transaction:

5.3.1. with the Card and his/her signature;

5.3.2. with the Card and the PIN;

5.3.3. with the Card and the Supplemental security system;

5.3.4. with the Card, by entering the Card details over the Internet, if the Merchant does not use the Supplemental security system;

5.3.5. with the Card, other Personalised authentication data issued to the Cardholder and accepted by the Bank;

5.3.6. with the digital version of the Card by using mobile device;

5.3.7. with card using contactless payment function.

5.4. The Cardholder shall the Card and authorise cash transactions at ATMs, confirming Transactions with the Card and the PIN.

5.5. If Merchants use the Supplemental security system for online transactions, to authorise Transactions, the Cardholder shall use the Personalised authentication data specified by the Bank.

5.6. The Card shall not be used for any unlawful purposes, including using the Card to buy/receive such products or services, which are prohibited under the laws and regulations of the Republic of Latvia.

5.7. Carrying out Transactions at the Merchant's, the Customer shall present, upon the request of the servicing 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.

5.8. The Cardholder 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.

5.9. Using the Card at ATMs or at the Merchant's points of sale equipped with a POS terminal for entering the PIN, the PIN replaces the signature and shall be regarded as a sufficient means of the Cardholder's Authentication and Transaction authorisation.

5.10. Before confirming the Transaction (signing the supporting document) or entering 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, which appears on the Card.

5.11. If, carrying out Transactions, an incorrect PIN is entered in the ATM 3 (three) times consecutively, the Card will be retained by the ATM. To prevent a misuse of the Customer's funds, the validity of the Card may be terminated, and it shall be replaced with a new Card.

5.12. If an incorrect PIN is entered 3 (three) times consecutively when using the Card at the Merchant's POS terminal, the validity of the Card shall be automatically suspended. In this case, the Cardholder shall unlock it at the Bank's ATM, by entering the correct PIN.

5.13. The transactions that are approved using the PIN and/or the Personalised authentication data issued to the Cardholder (approved by the Bank), shall be regarded as Transactions that have been authorised by the Cardholder, and such Authorisation shall have the same legal effect as the documents hand-signed by the Cardholder. Such Authorisation of Transactions shall be regarded as sufficient evidence to resolve any 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.

5.14. The Customer may change certain functionalities of the Card (including amending certain Transaction limits within the set Transaction limits, allowing/disallowing Transactions over the Internet, limiting the use of the Card in a particular country or region, using of the magnetic strip of the Card, digitalisation of the Card etc.) at the Bank's branch, the Internet Bank, using the mobile application of the Bank or in any other manner offered and ensured by the Bank.

5.15. 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.

5.16. When using the digital version of the Card in the Mobile application, the Cardholder must comply with the Mobile Application Terms and Conditions and ensure that the mobile device is protected with due care and unavailable to third parties.

## 6. Safeguarding the Card

6.1. 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.

6.2. The Cardholder has a duty to 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 stored in any manner available to third parties. The violation of this provision will be deemed gross negligence on the part of the Customer.

6.3. The Cardholder has a duty to carefully safeguard the Card and use it carefully to protect it against any mechanical or electronic damage.

## 7. Loss of the card

7.1. If the Card and/or mobile device storing the digital version of the Card is lost or stolen or if the PIN thereof has become known to any other person, or if the Cardholder suspects an unauthorised use of the Card and/or the Personalised authentication data, the Customer of the Cardholder must immediately notify the Bank's Customer Service Centre, by calling the 24/7 helpline +3712666 8777 (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.

7.2. 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.

7.3. The Customer or the Cardholder has a duty to immediately notify the Bank if the Card that was reported as lost or stolen has been found, and not to use it until receiving the Bank's confirmation.

7.4. The Bank may restore the validity 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.

## 8. Suspending of the validity of the Card

- 8.1. At the request of the Cardholder, the Bank will suspend the validity of the Card.
- 8.2. The Customer or Cardholder may connect the functions of digital card by using the mobile application of the Bank, but disconnect the functions of digital card by using the mobile application of the Bank or by calling the 24/7 hotline of the Bank's Customer Centre +371 2666 8777 (chargeable call).
- 8.3. 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 of the Card in a particular country or region, using of the magnetic strip of the Card, etc.), notifying the Customer thereof in advance or immediately thereafter, if:
- 8.3.1. 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, which are specified in the Agreement, the General Business Terms and Conditions and/or in the existing laws and regulations of the Republic of Latvia prohibiting the Customer and/or the Cardholder from further using the Card;
  - 8.3.2. The Bank has reasonable suspicion that the Card has been or may be used contrary to the Customer's interests, or such Transactions which are not typical for the Customer have been carried out;
  - 8.3.3. The Bank has reasonable suspicion that an unlawful use of the Card, fraud or a fraud attempt has occurred;
  - 8.3.4. The suspension of the Card is required to eliminate other security related consideration.
  - 8.3.5. The Bank has received a claim for an unauthorised Transaction, and the Customer or Cardholder has not suspended the validity of the Card.
  - 8.3.6. The Bank has informed the Customer about the termination of the cooperation, pursuant to the General Business Terms and Conditions and/or the laws and regulations effective in the Republic of Latvia;
  - 8.3.7. The Customer or the Bank has withdrawn from the Agreement.
- 8.4. If the Bank has suspended the validity of the Card, subject to the procedure under Paragraph 8.2 of the Terms and Conditions, the Bank may renew the validity of the Card if:
- 8.4.1. The Customer or the Cardholder has eliminated the violations, due to which the Card had been suspended;
  - 8.4.2. The Cardholder confirms to the Bank that the untypical Transaction had been carried out by the Customer himself/herself;
  - 8.4.3. The considerations which served as the basis for the suspension of the validity of the card no longer exist.

## 9. Settlement procedure

- 9.1. For Transactions with the Card, the funds available in the Account shall be used.
- 9.2. Transactions carried out with the Card abroad are processed by the International card organization system in euros or converted into euros if the Transaction currency is other than euros. Information on the applicable card transaction exchange rates is available on the international card organization website <https://www.mastercard.com/global/currencyconversion/index.html> and <https://www.visaeurope.com/making-payments/exchange-rates>.
- 9.3. If carrying out Transactions, the currency of the account linked to the Card does not match that of the Transaction, a commission shall apply the currency exchange in accordance with the Price List.
- 9.4. 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.
- 9.5. The Customer and the Cardholder shall independently monitor of Transaction amounts and see to it that the grand total of Transaction amounts for a single Calculation period does not exceed the funds available in the Account.
- 9.6. If the Cardholder has carried out a Transaction for the payment of which there are not enough funds in the Account, the Customer shall immediately refund such overdrawn funds to the Bank, by crediting the necessary amount to the Account.
- 9.7. The Customer shall pay the fees and other charges for banking services in connection with the issuance, replacement, and renewal of the Cards in accordance with the Price List.
- 9.8. The Bank may make deductions from the Account as well as from the Customer's other accounts, under the following procedure:
- 9.8.1. The Card issuance fee shall be levied when issuing the Card to the Customer;
  - 9.8.2. The fee for the use of the Card shall apply starting from the first day of the month following the month in which the Card was issued. The commission fee for the use of the Card will be withheld at the end of each month;
  - 9.8.3. Commission fees for Transactions with the Card will be deducted after carrying out the Transaction;
  - 9.8.4. Other payments due by the Customer under the Terms and Conditions.

- 9.9. The Bank may refuse to execute the Transaction if:
- 9.9.1. The Account linked to the Card is blocked, or restrictions apply to the using thereof;
  - 9.9.2. The Card has been suspended;
  - 9.9.3. There are no sufficient funds in the Account linked to the Card for carrying out the Transaction or for the payment of the commission fee under the Price List;
  - 9.9.4. Carrying the Transaction over the Internet, the Transaction is not confirmed with any Supplemental security system;
  - 9.9.5. There are other restrictions laid down by the laws and regulations of the Republic of Latvia.

## 10. Account statement

- 10.1. 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, and the Account balance.
- 10.2. If the Customer uses the Internet Bank, the information specified in Paragraph 10.1 hereof is available through the Internet Bank free of charge.
- 10.3. The Customer has a duty to check the Account statement at least once a month and immediately notify the Bank about false (including unauthorised Transactions or any erroneous Transactions).

## 11. Card expiration date, Card renewal

- 11.1. 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 shall not use the Card after its expiration date.
- 11.2. After the expiration date, the Cardholder shall return the Card to the Bank for destruction or must destruct it himself.
- 11.3. When the Card expires, the Bank shall make a new Card with a new expiration date, except when:
- 11.3.1. At least 30 (thirty) calendar days before the expiration date the Card, the Customer submits a request to the Bank not to renew the Card and/or terminate the Agreement;
  - 11.3.2. The Bank has identified that the Customer or the Cardholder has violated the provisions of the Terms and Conditions of the Agreement.
  - 11.3.3. The Bank does not have accurate and complete information about the Cardholder's ID number or identification number.
- 11.4. 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.
- 11.5. The Bank has the right to close the Card if it has been sent to the Customer by post, however, the Customer has failed to activate the card within four (4) weeks of the date of it being sent to the Customer.

## 12. Examination of claims

- 12.1. 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.
- 12.2. 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.
- 12.3. The Bank shall inform the Customer on the progress of the review of the claim within 15 working days. The deadline for the response can be up to 35 working days after receipt of the claims at the Bank.
- 12.4. If, under the claim submitted to the Bank the Customer claims not to have authorised the Transaction, the Bank shall, assessing 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 amount of the Unauthorised transaction amount, if such a duty is provided for under the laws or regulations and/or the Agreement. Compensating the losses to the Customer 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 of the disputed Transaction amount to the Customer.
- 12.5. If, after receipt of the claim, the Bank reasonably suspects illegal and/or fraudulent activities on the part of the Cardholder (including that the Cardholder has not properly taken 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.
- 12.6. 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 under 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 money in the Customer's accounts in the amount of the disputed Transaction amount.

12.7. The Customer has a duty to cooperate with the Bank in the course of the investigation of the claim and to submit all the necessary documents and the information requested by the Bank, even if the disputed Transaction amount had already been repaid to the Customer's account.

12.8. The Bank considers that the claim has been received by the Bank:

12.8.1. on the Bank's business day if the claim has been submitted and received by the Bank by 4 p.m.;

12.8.2. The following business day if the claim is received by the Bank after 4 p.m.

12.10. On the days before a holiday, the Bank shall accept claims for one hour less.

12.10. If the Customer has submitted a claim about a Transaction not authorised by the Customer, the Customer has a duty to suspend the validity of the Card immediately. 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 giving prior notice.

12.11. 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 or the Cardholder 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.

12.12. If the Customer and/or the Cardholder, disputed the Transaction provides false statements to the Bank or engages in other unlawful activities, the Customer shall compensate the Bank for all expenses and losses incurred by it resulting from engaging by the Customer in carrying out unlawful activities.

### 13. Liability

13.1. The Customer shall be liable for complying with the Terms and Conditions and for compensating the Bank for the losses caused to it.

13.2. The Customer shall be responsible for having the Cardholder familiarised with these Terms and Conditions.

13.3. The Bank shall not be 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.

13.4. The Bank shall not be liable for the losses arising to the Customer in relation to Transactions due to 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, means of authentication/authorization set by the mobile application of the Bank for the digitalised version of the Card or other Personalised authentication data.

13.5. The Customer shall be liable for the Transactions with all the Cards issued under the Agreement and the use thereof pursuant to the Terms and Conditions.

13.6. The Bank shall not be liable for any losses or disputes arising between the Cardholder and the insurer.

13.7. 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.

13.8. The Customer shall assume all losses incurred in connection with submitting documents and orders due to the fault of a third party as well as for the losses caused by the communications organizations.

13.9. The Bank is not liable for not executing, in whole or in part, the orders of the Customer or the Cardholder, or for errors, delays, inaccuracies and other deficiencies, resulting from the documents/orders being filled/given incompletely or erroneously by the Customer and the Cardholder, due to the fault of third parties, or for the losses caused by the providers of communications services.

13.10. 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 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.

13.11. The Bank shall not be liable for any such disruptions in communications and/or technical connections, which may lead to not performing, 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 not resulted from gross negligence on the part of the Bank.

13.12. By signing this Agreement, the Customer acknowledges that he/she is aware of the risks associated with the use of the Card and possible disruptions of communications and/or technical connections, which may lead to the failure to execute the orders of the Cardholders, in whole or in part, and which have not arisen due to gross negligence on the part of the Bank.

13.13. 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 of the basis for establishing such relationship is the carried out Transaction. The Customer shall take 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.

13.14. The Parties shall not be liable for not performing, in whole or in part, their obligations assumed under the Agreement as a result of the force majeure circumstances that could not have been reasonably predicted, prevented or controlled.

13.15. By signing this Agreement, the Customer agrees that in cases where the applicable laws and regulations provide for an option to enter into a contract between the parties for not applying certain laws and regulations, then entering into the Agreement is considered such a contract, 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:

13.15.1. The Sections included in Chapters VII, VII, and IX of the Law on Payment Services and Electronic Money;

13.15.2. 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;

13.15.3. 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.

### 14. Termination of the Agreement

14.1. The Agreement is entered into for an indefinite term and shall be valid until obligations provided for therein are performed in full. The expiration date of the Card shall not be considered the termination date of the Agreement.

14.2. The Bank may unilaterally terminate the Agreement if the Customer and/or the 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. Upon getting the Bank's notice of termination of the Agreement, the Customer has a duty to pay all payment liabilities owed to the Bank arising from the Agreement.

14.3. The Bank may destroy the Card and unilaterally withdraw from the Agreement without giving notice to the Cardholder, if the Cardholder does not collect the Card within 2 (two) months or if the payment for it is overdue for 4 (four) consecutive months.

14.4. Any Party to the Agreement may unilaterally withdraw from the Agreement, by giving notice of such withdrawing in writing at least two months 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 terminates the Agreement, the Bank has the right to suspend the validity of the Card.

14.5. In the event that the obligations laid down in the Agreement, the Bank has the right to assign the debt recovery right and the information necessary for the recovery (including the Customer data, the content of the Agreement and information, acquired by the Bank under the Agreement) to third parties and publish the information about the Customer and its debt in publicly and privately available databases.

14.6. The Customer has the right to unilaterally withdraw from the Agreement, by giving prior notice thereof in writing at the Bank's branch or through the Internet Bank. The said application shall be considered the Customer or the Cardholder's request to the Bank to terminate further performance of the Agreement from the date of receipt of the application.

14.7. 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.

14.8. The Agreement shall be valid until the Bank and the Customer will have performed their obligations hereunder in full.