

1. Terms used in the Terms and Conditions

Confirmation – the Bank's written notification issued to the Customer regarding the activation of the E-card if the E-card is received at the Bank's branch.

Bank – AS SEB banka, registration number 40003151743.

Transaction – using the E-card at the Merchants' points of sale to pay for goods and services, including for public transport services.

Partner – a partner that ensures the E-card receiving service in cooperation with the Bank.

Transaction limit – the maximum amount of a single payment transaction using the E-card or the amount of transactions carried out within a definite period of time according to the Agreement and/or the Price List.

Transaction Amount – a sum in the amount of the Transaction carried out by the Customer at the Merchant's.

E-card – a personalised contactless card for low value purchases issued by the Bank, which is envisaged for carrying out Transactions.

Replacing the E-card – making an E-card in the event of its loss, theft or mechanical damage, or fraudulent activities with it, or after the E-card's expiration date, allocating a new number to the E-card.

Renewing the E-card – making an E-card after its expiration date, allocating a new number to it.

Suspending the E-card – suspending (blocking) the E-card for a definite term or altogether at the Customer's, the Customer's Representative's or the Bank's initiative.

E-card data – the information about the Customer and the card specified on the E-card.

Customer's representative – the Customer's (1) natural guardians, i.e., parents, or the Customer's legal guardians, i.e., the guardians appointed by the orphan's court.

Customer (1) – a natural person who is 7-15 years old, represented by the Customer's representative acting on his/her behalf, and who has entered into the Agreement under these Terms and Conditions.

Customer (2) – a natural person who is 16 years old or older who has entered into the Agreement under these Terms and Conditions.

Customer – Customer (1) and Customer (2) collectively.

Account – the Customer's euro current account opened with the Bank, to which the E-card is linked and the funds available in which are used for Transactions.

Parties – the Bank and the Customer or the Bank and the Customer's representative acting on behalf of the Customer.

Agreement – an agreement for the issuance and usage of the Card entered into between the Bank and the Customer; or between the Bank and the Customer's Representative acting on behalf of Customer (1). This Agreement consists of the general provisions of the Agreement, the Price List, the Credit Transfer Terms and Conditions, the Bank's General Business Terms and Conditions, the Data Processing Principles, and the Data Questionnaire.

Unauthorised Transaction – a Transaction for carrying out which the Customer has not given his/her consent under the Terms and Conditions.

Terms and Conditions – these E-card Agreement Terms and Conditions laying down the procedure for the issuance and usage of E-cards.

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

Merchant – a merchant, including but not limited to the provider of public transport services, which accepts E-cards in payment for goods and services at the place of its business.

The explanation of the terms used in these Terms and Conditions, however, 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 between the Bank and the Customer.

2. General principles

2.1. The E-card is a payment instrument used by the Customer to carry out Transactions within the limits of the funds available in his/her current account and within Transaction limits.

2.2. The Bank's General Business Terms and Conditions, the Data Processing Principles, the Current Account Terms and Conditions, the Price List, the Credit Transfer Terms and Conditions, the Data Questionnaire, and the terms and conditions of other relevant services provided by the Bank, as well as the provisions of the laws and regulations of the Republic of Latvia apply to such legal relations between the Parties which are not provided for in these Terms and Conditions. In the event of any conflict between the Bank's General Business Terms and Conditions and these Terms and Conditions, the Parties agree to apply these Terms and Conditions.

2.3. The Customer may get the information and/or advice on the usage of the E-card and Transactions at any of the Bank's Customer service centres or contacting the Bank's Customer centre at the 24-hour info line + 371 26668777 (chargeable number).

2.4. The Customer (2) or the Customer's representative may be contacted, calling the Customer's (2) or the Customer's representative's number, or making contacts in another manner as may be agreed between the Customer and the Bank.

3. Entering into the Agreement

3.1. When entering into the Agreement with the Bank, the Customer (2) or the Customer's representative must present his/her identity document. The Customer's representative must additionally present the Customer's (1) birth certificate to support the right of the Customer's representative to assume obligations on behalf of the Customer (1).

3.2. If the Customer (1) is 15 years old, i.e., when getting a person's identity card is compulsory in Latvia, however is not 16 years old yet, the Customer's representative will ensure that the Customer (1) takes part in the Agreement entering procedure, presenting their personal identity document, which may be copied or scanned by the Bank. In the case referred to herein the Agreement on behalf of the Customer (1) must be signed by the Customer's representative.

3.3. If the Customer's representative is a guardian appointed by the orphan's court, then the Customer's representative must additionally present the decision of the orphan's court that the Customer's representative has been appointed the guardian. At the Bank's request, the Customer's representative must submit other documents as may be required by the Bank.

3.4. The Agreement will come into force upon being signed by both the Parties under the procedure stipulated in these Terms and Conditions.

3.5. 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 stipulated in the laws and regulations of the Republic of Latvia. The Bank may refuse entering into the Agreement and issuing the E-card, without giving its reasons for refusal.

3.6. By signing the Agreement, the Customer's representative confirms that he/she is aware that upon reaching the age of 16, the Customer will have the right to manage the Account and engage in Transactions with the Bank independently.

4. Issuing the E-card

4.1. The Customer's Card may be received by the Customer (2) or the Customer's representative, visiting the Bank's branch or at another card issuance venue as may be specified by the Bank. The Customer (2) or the Customer's representative must sign in confirmation of receipt of the E-card.

4.2. The Card may be delivered to the Customer by post or by courier service. Upon receiving the Card by post or by courier service, the Customer must activate it through the Internet Bank or in another manner offered and ensured by the Bank.

4.3. The Bank has the right to impose limitations for Transactions to the Customer, with which the Customer and the Customer's representative can familiarise themselves at the Bank's branches, the Internet Bank, or on the Bank's website www.seb.lv

4.4. The Card is the property of the Bank transferred for use to the Customer.

5. Using the E-card

5.1. The E-card may be used only by the person whose name and surname appear on the E-card. The Customer must not transfer his/her E-card or E-card data to third parties.

5.2. The Customer must not engage in such Transactions or other activities with the E-card, which are prohibited under the laws and regulations of the Republic of Latvia

5.3. The Customer has a duty to request that the Transaction with the Card be carried out in his/her presence.

5.4. The E-card does not support transactions at ATMs and online purchases.

5.5. The E-card will support only the Transactions that are pre-agreed with the Partner.

6. Safeguarding the E-card

6.1. The Customer has a duty to carefully safeguard his/her E-card as well as keep the E-card data confidential, and prevent the passing thereof in the hands of third parties.

6.2. The Customer has a duty to ensure careful safeguarding and usage of the E-card, protecting it against any mechanical or electronic damage.

7. Reporting a lost E-card

7.1. In the event of a loss or theft of the E-card or if the Customer or the Customer's representative suspects an unauthorised usage of the E-card or E-card data, the Customer or the Customer's representative must immediately report it to the Bank's Customer service centre, by contacting the 24-hour line +371 26668777 (chargeable number), visiting the branch of the Bank, suspending the validity of the E-card through the Internet Bank, or in any other manner offered and ensured by the Bank.

7.2. The Customer or the Customer's representative has a duty to immediately notify the Bank in the event that the E-card that was reported as lost or stolen is found, and not to use it until receiving the Bank's confirmation

7.3. The Bank may renew the validity of the Card if the Customer has not used the Card after reporting the loss thereof, and the Customer (2) or the Customer's representative confirms that all Transactions with the Card have been approved by the Customer.

8. Suspending the validity of the E-card

8.1. At the request of the Customer (2) or the Customer's representative, the Bank will suspend the validity of the E-card.

8.2. The Bank may suspend the validity of the E-card unilaterally, subject to giving notice to that effect to the Customer (2) or the Customer's representative in advance or immediately afterwards, if:

8.2.1. The Customer or the Customer's representative violates the Agreement, the Bank's General Business Terms and Conditions, the laws and regulations of the Republic of Latvia or if the circumstances 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 from further using the E-card have occurred;

8.2.2. The Bank has a reasonable suspicion that the E-card has been or may be used contrary to the Customer's interests, or Transactions that are unusual for the Customer have been carried out;

8.2.3. The Bank has a reasonable suspicion that the E-card has been used unlawfully, or fraud or an attempt to commit fraud has occurred;

8.2.4. Suspending the E-card is necessary to prevent other security-related considerations.

8.3. If the Bank has suspended the validity of the E-card, the Bank has the right to renew the validity of the E-card if:

8.3.1. the Customer (2) or the Customer's representative has eliminated the violations due to which the validity of the E-card had been suspended;

8.3.2. The Customer (2) or the Customer's representative confirms to the Bank that unusual Transactions have been carried out by the Customer himself/herself;

8.3.3. the considerations behind the suspension of the validity of the Card no longer exist.

9. Settlement procedures

9.1. For Transactions using the E-card, the funds available in the Account are used, within the Transaction limits set by the Bank.

9.2. The Customer (2) or the Customer's representative must independently monitor the Transaction amounts as well as see to it that the total sum of the Transaction amounts does not exceed the funds available in the Account.

9.3. The E-card user has carried out a Transaction for the payment of which there are not enough funds in the Account, the Customer or the Customer's representative will immediately refund such overdrawn funds to the Bank, crediting the necessary amount to the Account.

9.4. The Bank has the right to deduct the commission fees specified in the Price List from the Account under the following procedure:

9.4.1. The fee for the issuance of the E-card is collected upon issuing the E-card to the Customer (2) or the Customer's representative;

9.4.2. The fee for the issuance of the E-card service is deducted on the date of issuance of the E-card, whereas the fee for the usage of the E-card is applied starting from the first day of the month following the month in which the E-card was issued. The E-card usage fee is deducted at the end of each month during which the E-card was used;

9.4.3. Other payments to be made by the Customer in accordance with the Price List.

9.5. If there are not enough funds in the Customer's Account for covering the commission fee, the Bank has the right to deduct the commission fees specified in the Price List from the Customer's other accounts with the Bank.

9.6. The Bank may set the limits for transactions using the E-card.

9.7. The Bank has the right to refuse to execute the Transaction if:

9.7.1. The Account linked to the Card has been blocked, or the handling thereof is limited;

9.7.2. The Card has been suspended;

9.7.3. 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;

9.7.4. Other restrictions laid down in the existing laws and regulations of the Republic of Latvia exist.

9.8. The Bank will provide a report to the Customer (2) or the Customer's representative, presenting therein all Transactions with the Card linked to the Account.

9.9. If the Customer uses the Internet Bank, the information referred to in paragraph 9.8 of the Terms and Conditions is available on the Internet Bank free of charge.

9.10. The Customer (2) or the Customer's representative has a duty to verify the Account statement at least once a month and immediately notify the Bank of any Unauthorised transactions or erroneous Transactions.

10. The E-card's expiration date and renewing the Card

10.1. The E-card's expiration date is indicated on the E-card, and it is valid until the last day (inclusive) of the specified month. The Customer must not use his/her E-card after its expiration date.

10.2. After the E-card expiration date, the Customer must return to the Bank for destroying it or destroy it himself/herself.

10.3. Upon expiry of the E-card validity term and subject to the Partner's approval and at the Customer's (2) or the Customer's representative's request, the Bank will make a new E-card with a new validity term, except in cases when:

10.3.1. At least 30 days before the E-card expiration date the Customer (2), the Customer's representative has applied for the Bank not to renew the E-card and/or terminate the Agreement;

10.3.2. The Bank finds that the Customer and/or the Customer's representative has violated the laws or regulations applicable to the Agreement;

10.3.3. The Bank does not have accurate and complete information about the Customer's ID number or identification number at its disposal.

10.4. In the cases provided for in the Terms and Conditions, the Customer and the Customer's representative may receive the new E-card at the Bank, alternatively, at the Customer's request - at the card issuance venue specified by the Bank, no earlier than one week before the expiry term of the previous E-card.

10.5. The Bank has the right to destroy the E-card if the Customer or the Customer's representative, if the Customer (2) has not collected/activated the E-card within 2 (two) months of making it.

10.6. The Bank has the right to close the Card sent to the Customer by regular mail, however, not activated by the Customer within four weeks of dispatching it to the Customer.

11. Examining complaints

11.1. Any of the Customer's (2) or the Customer's representative's complaints about the Bank's activity in performing the Agreement must be submitted to the Bank or through the Internet Bank in writing.

11.2. The Bank examines the Customer's or the Customer's representative's complaints about Transactions with the E-card in cooperation with the Partner, within the deadlines and in accordance with the procedure stipulated in these Terms and Conditions.

11.3. The Bank must notify the Customer or the Customer's representative about the progress of examining the complaint within 15 working days. The deadline for the Bank's reply may reach up to 35 working days of receipt of the complaint by the Bank.

11.4. If the Customer or the Customer's representative lodges a complaint to the Bank, denying therein that he/she has carried out the Transaction, the Bank must compensate the Customer for the losses immediately, however, not later than by the end of the following working day, refunding the amount of the disputed Transaction, if such a duty is stipulated under the applicable laws and regulations and/or the Agreement. Compensating the Customer for the losses does not mean that the Bank recognises its liability for the disputed Transaction. The Bank has the right to carry on examining the Customer's relevant complaint after compensating for the loss or refunding the amount of the disputed Transaction to the Customer.

11.5. If, after receipt of the complaint, the Bank has a reasonable suspicion that the Customer or the Customer's representative has acted unlawfully and/or fraudulently (including that the Customer has not duly safeguarded the E-card), the Bank has the right not to compensate the Customer for the losses as well as report such suspicions to the law enforcement and/or supervisory authorities.

11.6. If the Bank refunds the money corresponding to the disputed Transaction amount to the account linked to the E-card, whereas as a result of the investigation/examination it is found that the complaint has been ungrounded, the Bank has the right, without giving prior notice, to deduct the disputed Transaction amount from any of the Customer's accounts with the Bank, as well as a commission fee for examining an ungrounded complaint in accordance with the Price List. If there are no funds in the Customer's accounts, the Customer or the Customer's representative has a duty to ensure that the funds corresponding to the disputed Transaction amount be available in the Account at the Bank's first request, and the Bank has the right to reserve the funds corresponding to the disputed Transaction amount in the Customer's accounts.

11.7. The Customer or the Customer's representative has a duty to cooperate with the Bank in the course of investigating the complaint 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.

11.8. The Bank will consider the complaint to have been received by the Bank:

11.8.1. On the relevant working day of the Bank, if the complaint is lodged to the Bank and received by it on or before 4 p.m.;

11.8.2. On the next working day if the complaint is received by the Bank after 4 p.m.

11.9. On the days before a holiday, the Bank will accept complaints for one hour less. If the Customer or the Customer's representative has lodged a complaint about the Transaction not carried out by the Customer, the Customer has a duty to immediately suspend the validity of the E-card. If the Bank finds that the Customer has not suspended the validity of the E-card, the Bank has the right to suspend the E-card without giving prior notice.

11.10. In the event that the lodged complaint about the Transactions using the Card is controversial/ambiguous/erroneous and if contacting the Customer or the Customer's representative in the course of the examination of the complaint through the communication channel specified by the Customer proves impossible, the Bank has the right to consider the complaint application erroneous and close it unilaterally, giving notice to that effect to the submitter.

11.11. If the Customer or the Customer's representative, disputing the Transaction, provides false information to the Bank or engages in other unlawful activities, the Customer must compensate the Bank for all expenses and losses caused to the Bank as a result of such unlawful activities carried out by the Customer or the Customer's representative.

12. Liability

12.1. The Parties are liable for compliance with the provisions of the Agreement and for compensating the losses caused to the other Party.

12.2. The Bank is not liable to the Customer for any unauthorised or erroneous Transactions, if the Customer, immediately upon becoming aware of an unauthorised or incorrectly executed payment, however not later than within 13 months of the funds having been debited to the Account, has not notified the Bank thereof.

12.3. The Customer (2) or the Customer's representative is liable for the Transactions that have been carried out using all E-cards issued under the Agreement and for the usage thereof pursuant to the Terms and Conditions.

12.4. The Customer (2) or the Customer's representative is liable for Transactions with E-cards, until the Customer (2) or the Customer's representative (2) reports the loss or theft of the E-card to the Bank.

12.5. The Customer (2) or the Customer's representative must cover the losses of up to 50 euros, incurred by him/her and related to Unauthorised transactions (including erroneous Transactions):

12.5.1. If the E-card has been lost or stolen;

12.5.2. If the Customer has not ensured the safeguarding of the E-card data to prevent an unlawful usage of the Card.

12.6. The Customer or the Customer's representative is liable for all losses incurred by him/her in relation to Unauthorised transactions, if:

12.6.1. The Customer has committed fraud;

12.6.2. The Customer or the Customer's representative has not performed, acting deliberately or negligently, any of the duties stipulated in Sections 5, 6, and 7 hereof.

12.7. The Customer or the Customer's representative is liable for Transactions with the Card, and for the usage thereof pursuant to the Terms and Conditions.

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

12.9. By signing this Agreement, the Customer (1) and the Customer's representative confirms that he/she is aware of the risks related to the usage of the Card and any possible disruptions in communications and/or technical connections, which may lead to not executing, in whole or in part, the orders issued by the E-Cardholders, and which has not resulted from gross negligence on the part of the Bank.

12.10. The Parties are not liable for not performing, in whole or in part, the obligations assumed under the Agreement, which results from the force majeure circumstances, which may not be predicted, prevented or influenced using reasonable means.

13. Terminating the Agreement

13.1. The Agreement is entered into for an indefinite term and is valid until the obligations stipulated therein will have been performed in full. The E-card's expiration date is not to be considered as the Agreement's termination date.

13.2. The Bank may terminate the Agreement unilaterally if the Customer does not perform the Agreement Terms and Conditions and/or in the cases and under the procedure stipulated in the Bank's General Business Terms and in the laws and regulations.

13.3. Any Party may withdraw from the Agreement unilaterally, giving a written notice of withdrawal 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 term of notice is stipulated in this Agreement or under the Bank's General Business Terms and Conditions. If the Customer or the Bank gives a notice of termination of the Agreement, the Bank has the right to suspend the validity of the Card.

13.4. Upon receiving the Bank's notice of termination of the Agreement, the Customer or the Customer's representative must settle all their payment obligations owed to the Bank under the Agreement.

13.5. The Bank has the right to destroy the E-card and withdraw from the Agreement unilaterally, without giving notice thereof to the Customer or the Customer's representative, if the Customer (2) has not collected/activated the E-card or if no payments have been made for it for four consecutive months.

13.6. The Customer has the right to withdraw from the Agreement unilaterally, by giving prior written notice to the Bank to that effect at the branch or through the Internet Bank. Such an application is considered as a request of the Customer or the Customer's representative to the Bank to terminate further performance of the Agreement as of receipt of the application.