

## 1. The term used in the Terms and Conditions

**Confirmation** – the Bank's written notification 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 during which the Bank aggregates the information about Transactions carried out with the Card. The duration of the Calculation period shall be one calendar month.

**Image terms and conditions** – the terms to be complied with when selecting the image (picture) and/or designing a picture for Your Style card.

**Standing order 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 (automated teller machine)** – 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.

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

**Monthly repayment amount** – the portion of the Credit limit specified in the general provisions of the Agreement, to be regularly transferred by the Customer to the Standing order payment account during the Settlement period.

**Card** – a payment card (credit card) issued by the Bank for carrying out Transactions, from the Credit limit as well as from the Customer's own funds available in the Account.

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

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

**Card renewal before expiration of its validity term** – renewing of the Card, if there is less than one year is left before expiration of the validity term of the Card, by assigning a new number, PIN, and validity term 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 the signature strip.

**Cardholder** – the Customer or a private person authorised by the Customer to whom the Bank issues the Card based on the Application.

**Customer** – a private person who has entered into the Agreement with the Bank under these Terms and Conditions.

**Account** – a current account 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 the 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 the Customer can use to pay for his/her Transactions.

**Fee for the use of the credit limit** – interest due to the Bank by the Customer 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 was used, and deduct it from the Customer's Standing order repayment account either on the repayment date specified by the Customer, or on the 15<sup>th</sup> day of each month. 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.

**Agreement** – an 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, the Credit Card General Terms and Conditions for Private Persons, the Price List, the Bank's General Business Terms and Conditions, and the Credit Transfer Terms and Conditions.

**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 a 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 their consent (has not authorised the Transaction) under Section 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** – the 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 a year. The already overdue Credit limit or a part thereof payments will not be subject to contractual interest on the use of capital (the Fee for the used credit limit, credit interest) for the period for which the Late payment interest is charged.

**Settlement period** – the date specified in the general provisions of the Agreement or the 15<sup>th</sup> day of each month by which the Customer must top up his Account by the Monthly repayment amount

**Settlement amount** – the Transaction amount in the currency as received by the Bank from International payment data processing organisations. 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 Terms and Conditions, the Credit Card General Terms and Conditions for Private Persons approved by the Bank including all the amendments and additions thereof/thereto, applicable to the relationship between the Parties.

**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), specified by the Bank used to identify Transactions carried out by Customers.

**Authentication** – the procedure enabling the Bank to verify the Customer's identity or the validity of use of the Card data, including the personalised authentication data.

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

**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 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 used by the Cardholder to engage in Transactions within the amount available in their Account or the Monthly limit granted by the Bank (including the limits imposed by other Banks, International Card organizations, or specified in the laws and regulations). For the issuance, use and maintaining of the Card, the Customer shall pay the fee specified in the Price List.

2.2. The issuance and use of Cards at the Bank shall take place in accordance with the effective Terms and Conditions approved by the Bank and subject to the requirements laid down by the International Card organizations. Each new version of the Terms and Conditions shall replace the previous version 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 Data Processing Terms and Conditions, the Current Account Terms and Conditions, the Price List, the Credit Transfer Terms and Conditions, the Data Questionnaire for Private Persons, the terms and conditions of other Bank's services 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 Conditions and the Terms and Conditions of the Agreement, the Parties agree to follow these 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 27/4 hotline of the Bank's Customer Centre +371 2666 8777 (chargeable call).

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 launch and withdraw additional Card-related services, setting 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 or 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 the 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 the 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 Customer.

3.5. The Agreement shall come into force upon signing of the Agreement by both the Parties under the procedure prescribed in this 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 has been authorised with the authorisation means provided for in the Internet Bank agreement.

3.6. To engage in Transactions other than Card transactions, requiring the use of the Credit limit, the Customer shall first make a transfer of the Credit limit or a portion thereof to the Account at the branch of the Bank or through the Internet Bank.

3.7. 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.

3.8. These regulations shall become binding upon the Cardholder other than the Customer as of the moment when the Cardholder has received the Card and confirmed 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 a financial collateral (a financial pledge) to secure all 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 has failed to pay 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 this 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 secured obligations arising from this Agreement (Commission fees, Late payment interest, Interest on the loan, Credit limit, Contractual penalty) or to fully settle these obligations.

4.4. If this financial collateral (financial pledge) serves as a 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 of the Card

5.1. The issuance of the Card is:

5.1.1. Transferring of the Card to the Cardholder and activating thereof at the Bank's branch, subject to the Cardholder and the Bank signing the confirmation of receipt of the card,

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

5.1.2.1. The Customer will be required to activate the renewed Card through the Internet Bank, at the Bank's ATM or calling the Bank's Customer Centre, or acting in any another manner proposed and ensured by the Bank;

5.1.2.2. The Customer will be required to activate the new Card through the Internet Bank or in any another manner proposed and ensured by the Bank.

5.1.3. Transferring of the Card to the Cardholder in another manner agreed upon by the Bank and the Customer.

5.2. The Bank may set restrictions for Transactions for 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).

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 into use by the Cardholder.

5.5. Upon receiving the Card, the Cardholder must sign it.

5.6. The Bank issues the Card in a sealed envelope, which contains a PIN. If the Card is renewed, its previous PIN can be kept. In such a case, an envelope with the PIN will not be issued.

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

5.8. To start using the Card's contactless payment functionality, the first Card transaction must be carried out at the Merchant's, where the Card is inserted into the POS terminal and the PIN is entered.

## 6. Using of the card

6.1. The Card may be used only by the person whose name and signature are printed 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 the Transactions and only within the specified 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, by 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, by entering the Card details over the internet, if the Merchant does not use the Supplemental security system.

6.3.5. with the Card, using contactless payment functionality;

6.3.6. with the Card, using other Personalised authentication data issued to the Customer and accepted by the Bank;

6.3.7. in any other manner acceptable and accepted by the Bank.

- 6.4. The Cardholder uses the Card and gives consent to carry out cash transactions in the Bank's ATMs, authorising the relevant Transaction with the Card and the PIN.
- 6.5. If Merchants use Supplemental security systems for online transactions, the Customer or the Cardholder shall use the Personalised authentication data specified by the Bank uses for authorisation of the Transaction.
- 6.6. The Card may 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 signing the document supporting the Transaction or entering PIN, 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.
- 6.11. If, carrying out Transactions, an incorrect PIN is entered in the ATM 3 (three) consecutive times, the ATM will retain the Card. 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 this case, the Customer unlocks it by entering the correct PIN in the Bank's ATM.
- 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. The Customer may change certain functionalities of the Card (such as enabling /disabling the Card's contactless payment functionality, 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 stripe, etc.) at the Bank's branch, the Internet Bank or any other manner offered and ensured by the Bank.

## 7. Safeguarding of the Card

- 7.1. The Cardholder has a duty to carefully safeguard 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 stored in any manner available to third parties. Breaching of this provision will be deemed gross negligence on the part of the Cardholder.
- 7.3. The Cardholder has a duty to safeguard the Card and use it carefully to protect it from mechanical or electronic damages.

## 8. Loss of the card

- 8.1. If 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 Personalised authentication data, the Cardholder must immediately notify the Bank's Customer Centre thereof, calling the 24/7 hotline +371 26668777 (chargeable calls).
- 8.2. If the Card is lost or stolen abroad, the Cardholder shall immediately notify the Bank thereof in writing, as well as report the loss thereof to the nearest police station.
- 8.3. The Cardholder has a duty to immediately notify the Bank in the event that the Card that was reported as lost or stolen has been 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 Cardholder, the Bank will suspend the validity of the Card.
- 9.2. The Bank may unilaterally suspend the validity of the Card (the Cards linked to all of the Customer or restrict some of the Card's functions (for example online transactions, using of the Card in a particular country or region, using of the Card's magnetic strip, the Card's contactless payment functionality, etc.), notifying the Customer thereof in advance or immediately thereafter, if:
- 9.2.1. The Customer and/or Cardholder violates the Agreement, the General Business Terms and Conditions, the laws and regulations effective in the Republic of Latvia, or if such circumstances specified in the General Business Terms and Conditions or in the effective laws and regulations of the Republic of Latvia have occurred, which prevent the Customer and/or the Cardholder from further using the Card;
- 9.2.2. The Bank has reasonable suspicion that the Card has been used or may be used contrary to the Customer's interests, or such Transactions which 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 attempt has occurred;
- 9.2.4. The suspension of the Card is required 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 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 Card had been suspended;
- 9.3.2. The Cardholder confirms to the Bank that the untypical Transaction had been carried out by the Customer himself/herself
- 9.3.3. The considerations, which served as the basis for the suspension of the validity of the card no longer exist.

## 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 granted by the Bank to pay for Transactions.
- 10.2. Transactions carried out with the Card abroad are processed by the International Card organisation 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 organisation websites <https://www.mastercard.com/global/currencyconversion/index.html> and [http://www.visaeurope.com/en/cardholders/exchange\\_rates.aspx](http://www.visaeurope.com/en/cardholders/exchange_rates.aspx).
- 10.3. If carrying out transactions, the currency of the Account linked to the Account does not match the currency of the Transaction, a commission fee will apply for the currency exchange according to the Price List.
- 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 cannot be contested on the basis of the considerations on the exchange rate.
- 10.5. The Cardholder shall regularly monitor the Transaction amounts and see to it that the total amount of Transactions within a single Calculation period would not exceed the granted Credit limit and the fund 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 shall immediately refund such overspending to the Bank, by crediting the necessary amount to the Account.
- 10.7. The Customer has a duty to top up the funds available on the Standing order payment 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 are due for payment).
- 10.8. The Customer shall pay the commission fees and other charges for the Bank's services in connection with the issuance e, replacement, 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 withhold from the Standing order repayment account, as well as from other Customer's accounts in the event that there are no funds in the Standing order 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 fee for the issuance of the card is levied at the time it is issued to the Customer;
- 10.9.2. 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 is withheld at the end of each month.
- 10.9.3. The Commission on 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 that the Customer must pay under these Terms and Regulations.
- 10.10. By signing this Agreement, the Customer authorises the Bank to withhold without seeking further approval and carrying out of procedures, from the Standing order payment account the Monthly repayment amount, the Fee for the used credit limit, the Late payment interest, the Contractual penalty (if such has been applied), as well as other payments provided for in the Agreement. If there is not enough funds in the Standing order 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 at 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 make the Late interest payment 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.

## 11. Credit limit

- 11.1. In addition to own funds held in the Account, the Customer may use the Credit limit granted by the Bank to pay for Transactions.
- 11.2. For the use of the Credit limit, the Customer will pay to the Bank the Fee for use of the Credit limit, 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 Account in the next Settlement period in the amount of the Monthly repayment amount.
- 11.4. The used Credit limit becomes available to the Customer in the amount by which the Customer has defaulted 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 the processing of 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 Standing order 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 Standing order repayment account or other accounts within the Credit limit, the Customer shall have unilateral rights to handle the money credited to the accounts until such time as the payments provided for in the Agreement and have become payable have been paid off. The Bank shall unlock accounts as soon as there is no longer reason to block it, 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 Standing order repayment account, the repayment date (selecting the date from 5<sup>th</sup> to 15<sup>th</sup> day of the month) and the repayment schedule, by submitting a written application at the Bank's branch or through Internet Bank. The changes applied for by the Customer regarding the changes to the Standing order repayment account and the repayment date will become effective as of the moment when the changes are approved by the Bank. The application of the changes to the repayment schedule shall come into force when the Bank and the Customer will have signed a new agreement, however, no sooner than with the 1<sup>st</sup> day of the following month.
- 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 revising of the Interest rate, the Credit limit). If the Bank has made the decision regarding changing of the

Loan provisions, the Bank shall notify the Customer of the changes at least two months in advance. If, within two months after notifying the customer of changes to the credit limit or interest rate, the Customer has not requested the termination of the Agreement in writing, it shall be deemed that the Customer has accepted the changes and recognise them as binding onto himself. In the event that the customer does not agree with the changes, the Customer may withhold from the Agreement pursuant to Paragraph 16 of the Terms and Conditions.

## 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 unauthorised Transactions or any Transactions carried out in error.

## 13. Card validity term; Renewing of the Card

- 13.1. The validity term 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 the expiration of the validity term thereof.
- 13.2. After the validity term, 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 validity term date, except when:, unless:
  - 13.3.1. At least 30 (thirty) calendar days before the Card's validity term expires, 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 expires, 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 amount;
  - 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 validity term of the previous Card expires.
- 13.5. When replacing or renewing the Card, the Bank may issue another type of Card in place of the existing Card, keeping functionality of previous Card.
- 13.6. The Bank has right to close the Card, if the Card 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 payment card organisations 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 the response can be up to 35 working days after receipt of the claims at the Bank.
- 14.4. The Bank shall review the Customers regarding erroneous or unauthorised Transactions with the Bank's ATMs within 15 days from the date of receipt of the claim at the Bank.
- 14.5. 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 of the losses to the Customer does not mean that the Bank acknowledges its liability for the contested 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.
- 14.6. 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.

14.7. If the Bank refund an amount equal to the contested 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 contested 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 contested 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 contested Transaction amount.

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

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

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

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

14.10. The working hours for acceptance of the claims by the Bank are shortened by one hour on pre-holiday days. 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 Cards. If the Bank determines that the Customer has not suspended the validity of the Card, the Bank has the right to suspend the Card without prior notice.

14.11. 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 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.

14.12. If the Customer and/or the Cardholder, contesting the Transaction provides false statements to the Bank or engaged 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 unlawful activities.

## 15. Liability

15.1. The parties shall be liable for compliance with the provisions of the Agreement and for compensation of the losses caused to the other party.

15.2. The Bank shall be liable for the losses arising to the Customer in connection with unauthorised Transactions, and immediately, however, no later than by the end of the following business day compensate the Customer for the losses, refunding the amount of the unauthorised Transactions, except if the Customer and/or the Cardholder has acted unlawfully or wilfully (deliberately), or due to gross negligence has failed to carry out any of the obligations specified in the Terms and Conditions or the applicable laws and regulations in respect of the use of the Card or Personalised authentication data, including has not timely notified the Bank on the loss of the Card nor has he taken the necessary measures to safeguard the Card and Personalised authentication data, or the Transaction has been confirmed with the PIN, using the Supplemental security system of other Personalised authentication data accepted by the Bank.

15.3. The Bank shall not be liable to the Customer for any unauthorised or erroneous Transactions, if the Customer fails to notify the Bank thereof immediately upon becoming aware of an unauthorised or incorrectly executed payment, however not later than within 13 months after the money is debited from the Account.

15.4. The Bank shall not be liable for the damages caused to the Customer in connection with Transactions in the event of the loss, theft or other unlawful misappropriation of the Card, if the relevant Transaction has been confirmed with 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 Customer shall be responsible for Transactions with Card until the Cardholder has reported the loss or theft of the Card to the Bank.

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

15.8. The Customer shall cover the losses of up to 50 euros, incurred by him and related to Unauthorised transactions (including erroneous or unauthorised Transactions), if the Card has been lost, stolen or in other otherwise misused.

15.9. The Customer shall assume all the losses incurred in connection with Unauthorised transactions if:

15.9.1. The Customer has committed fraud;

15.9.2. The Customer has failed, acting deliberately or in gross negligence, to comply with any of the provisions set out in Sections 6, 7, and 8 hereof.

15.10. 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.

15.11. 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.

15.12. By signing this Agreement, the Customer acknowledges that he/she is aware of the risks associated with the use of the Card and any 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.

15.13. Signing the application for the Card, 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-performance or partial performance of the orders of the Cardholders and which have not resulted from the Bank's gross negligence.

15.14. The Bank shall not be liable for the legal relationship that have arisen to the Customer under mutual transactions or on the basis of the existing laws and regulations with a third party (including Merchants), also in the case where the basis for establishing such relationships has been the Transaction carried out. 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.

15.15. The Parties shall not be liable for the failure to perform, in whole or in part, their obligations assumed under the Agreement resulting from the force majeure circumstances that could not have been reasonably predicted, prevented or controlled.

## 16. Termination of the Agreement

16.1. The Agreement is entered into for an indefinite term and shall be valid until the complete performance of the obligations provided for therein. The Card validity term shall not be considered the date of the termination of the Agreement. The Bank may unilaterally terminate the Agreement if 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.

16.2. Either Party may unilaterally withdraw from the Agreement, by giving notice of such withdrawing in writing at least two months in advance, unless the 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.

16.3. 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.

16.4. Upon receipt of the Bank's notice that 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.

16.5. The Customer is responsible for the Transactions carried out with the Card for 60 (sixty) calendar days after the suspension of the validity of it.

16.6. The Bank may unilaterally withdraw from the Agreement, without giving prior notice thereof to the Cardholder, if the Cardholder has not collected / activated it within 2 (two) months.

16.7. If the Customer has received the Credit limit, however, has not activated the Card for at least two (2) months, the Bank may unilaterally provide for, without withdrawing from the Agreement, and notify the Customer of a new Credit limit repayment term of 24 months.

16.8. The Customer may, at any time, withdraw from the Agreement, 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 deemed 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 the termination of the Financial pledge agreement, the provisions of Section 4 of the Terms and Conditions will apply.

16.9. 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.

16.10. 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 debt recovery related expenses and other payments arising from the Agreement.