

1. GENERAL PROVISIONS

- 1.1. This credit card agreement (hereinafter the agreement) regulates the rights and obligations for using a credit card issued by AS TBB bank (hereinafter the bank).
- 1.2. The Credit Card (hereinafter the Card) is a payment instrument issued by the Bank under the conditions provided for in the Agreement, by means of which the Cardholder can perform transactions pursuant to the procedure provided by the Bank.
- 1.3. A legal or natural person (hereinafter the account holder) holding a settlement account (hereinafter the account) at the bank shall conclude an agreement designating the person to whom the card will be issued (hereinafter the cardholder). The account holder and the bank shall authorize the cardholder to use and dispose of the credit amount specified in the agreement by means of the card.
- 1.4. The conditions of the agreement shall be binding upon the cardholder and the account holder as of issuing the card to the cardholder. The account holder shall confirm its receipt of the card and its compliance with the terms and conditions of the agreement by signing the designated portion of the agreement form.
- 1.5. The account holder and the bank shall determine the maximum amount of funds (hereinafter the credit limit) to which the Bank credits all fees provided in the price list, including cash withdrawals from ATMs, limit account balance inquiries via ATM, payment for goods or services by card in trade and service companies, etc. (hereinafter the Operations) within the unused Credit Limit during the calendar month from the first to the last date (hereinafter the Payment Period)
- 1.6. The credit limit shall be set in euros. The bank shall be entitled to set a cash limit for the cash withdrawal operation and minimum credit limits for every card type.
- 1.7. The bank shall be entitled to provide the cardholder with additional services or benefits related to the card. Furthermore, the bank shall be entitled to terminate the additional services and benefits without the prior consent of the account holder and the cardholder. The bank shall be entitled to set on the price list (hereinafter the price list) service fees for the above additional services or benefits.
- 1.8. In all the relations between the bank, the account holder and the cardholder, which are not regulated by this agreement, the parties shall be governed by the bank's general terms and conditions and the settlement account agreement concluded between the bank and the account holder.
- 1.9. The performance of the payment obligations of the account holder and/or cardholder shall be secured by means of the collateral specified in the agreement and the existing funds in the account.
- 1.10. The performance of the agreement shall be governed by the laws of the Republic of Estonia.

2. CARD

- 2.1. The card is property of the bank. The card shall be issued for the cardholder for temporary use based on the account holder's application and on the terms set out in the agreement.

- 2.2. Upon issuing the card the bank shall give the account holder or the cardholder a personal identification number (hereinafter the PIN), inside a sealed envelope, which shall be considered as the signature of the cardholder when operations are affected.
- 2.3. Upon receiving the card, the cardholder shall be obliged to sign in person the designated portion on the reverse of the card.
- 2.4. The term of validity of the card shall be indicated on the front of the card. The card shall be valid until the last day of the month (inclusive) indicated on the card. Upon expiry of the card, the bank shall automatically produce a new card and notify the account holder and/or cardholder of when and where it may be collected.
- 2.5. If the account holder declines to receive a new card, they shall notify the bank thereof in writing or in some other manner accepted by the bank not later than within 30 days before the expiry of the card; failing that, the account holder shall pay the costs of the production of the card and the monthly fee for the use of the card.
- 2.6. The cardholder shall not use a card that is invalid, closed, unusable or banned from use and shall return such a card to the bank within 30 days.

3. GUARANTEEING SAFETY IN USING THE CARD

- 3.1. The cardholder shall be obliged to keep the card and PIN code carefully and prevent the card or the PIN code coming into the possession of third parties and safeguard the card against mechanical damage, high temperatures and the effects of a strong electromagnetic field.
- 3.2. The cardholder shall be obliged to keep the PIN code separate from the card, not record the PIN code on the card and/or some other object carried with the card and not keep the card in a readily accessible place or manner and not modify or copy the card.
- 3.3. Upon receiving the PIN code, the cardholder shall remember it or record it only in a format and location known to them and destroy the PIN code envelope afterwards.
- 3.4. In the event of the loss or theft of the card or of its coming into the possession of third parties without authorization, the account holder and/or the cardholder shall notify this immediately to the bank by calling the round-the-clock telephone number or by transmitting notification for blocking the card by telephone or by using some other means accepted by the bank.
- 3.5. Upon receiving notification about blocking, the bank shall identify the cardholder based on the details of the agreement.
- 3.6. The block of the card shall be lifted only on the basis of a written request from the account holder under their full responsibility at the branch of the bank where the said card was issued. The block shall not be lifted over the telephone.
- 3.7. The cardholder may block the card if grounds arise for them to presume that the PIN code or other information about the card may have become known to third parties, or for other reasons.
- 3.8. If the cardholder enters the PIN code incorrectly 3 times in a row, the bank shall be entitled to block or seize the

card. A seized card shall not be subject to return or restoration.

the cardholder or if fraud by the account holder and/or the cardholder is involved.

4. USE OF THE CARD

- 4.1.** The card may be used both in Estonia and abroad for paying for goods or services using payment terminals (hereinafter the POS), withdrawing cash or obtaining information about the credit limit balance from automated teller machines (hereinafter the ATM) at all service points displaying the logo of the card.
- 4.2.** By agreement with the bank, the account holder shall set for the cardholder credit limits, including a cash limit (that is, a maximum limit for withdrawing cash from an ATM during the payment period).
- 4.3.** The cardholder shall be obliged to strictly adhere to the limits set in the agreement when effecting operations with the card.
- 4.4.** The cardholder shall be obliged to present their personal identity document to a person authorized to service the card at the latter's request and consent to the recording of the relevant information on a sales receipt.
- 4.5.** The cardholder shall confirm all transactions effected with the card by entering the PIN code or by their signature.
- 4.6.** The person having the right to service the card has the right not to service the card or confiscate the card on request of the bank.
- 4.7.** The cardholder shall perform the operations in person.
- 4.8.** The bank has a right to assume that all card transactions have been performed by the cardholder and according to the intent of the account holder until the opposite has been proved or until the account holder and/or cardholder have informed the bank in accordance with clause 3.4 of the agreement about the loss, theft or the like of the card.
- 4.9.** The bank may disregard the order forwarded by the cardholder if:
 - 4.9.1.** the account has been blocked or frozen;
 - 4.9.2.** the card has been closed and/or blocked;
 - 4.9.3.** the order for an operation exceeds the limit set or the unused portion thereof;
 - 4.9.4.** on other bases provided by law.
- 4.10.** The bank shall:
 - 4.10.1.** Execute the cardholder's orders within the time limits specified by the bank;
 - 4.10.2.** block or close the card on the orders of the account holder and/or cardholder;
 - 4.10.3.** meet any other obligations under applicable legislation.
- 4.11.** The cardholder shall notify the bank about all errors and/or disruptions interfering with the effecting of operations.
- 4.12.** The account holder and/or the cardholder shall be entitled to request the bank to block the card at any time.
- 4.13.** The bank shall be entitled to block the card if:
 - 4.13.1.** the blocking of the card has been provided for in the agreement;
 - 4.13.2.** the account holder and/or the cardholder has breached the terms and conditions of the agreement or its other obligations under the agreement or legislation;
 - 4.13.3.** the bank has learned or information received enables it to conclude that the card is being used by a third party without this being the intent of the account holder or of

- 4.14.** The bank has learned reliable information that the solvency of the account holder has decreased.

5. PAYMENT OBLIGATION

- 5.1.** The bank and the account holder shall specify, when concluding the agreement, which account the bank shall debit for all the amounts of the operations effected with the card during the payment period and for service fees, penalties or late interest amounts or any other costs related to the use of the card.
- 5.2.** For their use of the card, the account holder shall be obliged to pay a monthly fee based on the pricelist.
- 5.3.** The bank shall debit funds to the account on the 10th or 20th day of the calendar month following the payment period in the case of the EC/MC Business and EC/MC Gold (hereinafter the payment date).
- 5.4.** The account holder shall be obliged to ensure that on the payment date there are sufficient funds to be able to pay for operations and service fees according to the price list.
- 5.5.** If the account holder breaches clause 5.4. of the agreement, the bank shall be entitled to:
 - 5.5.1.** debit any other account whatsoever opened for the account holder at the bank for the amounts of the arrears, late interest, a penalty or other costs related to the use of the card;
 - 5.5.2.** assess late interest on any outstanding amount to the extent established on the price list and require its payment according to clause 5.5.1. of the agreement;
 - 5.5.3.** use the right to block the card and sell the collateral specified in the agreement in order to secure the performance of the payment obligations of the account holder and/or cardholder;
 - 5.5.4.** utilize other measures under legislation to secure the performance of the payment obligations of the account holder and/or cardholder.
- 5.6.** The bank shall provide the account holder with a report on the operations effected by the cardholder during the payment period, on service fees or on any other costs (hereinafter the statement) in writing or electronically. Amounts payable shall be indicated on the statement in euros.
- 5.7.** The amounts for operations effected abroad or of service fees shall be withheld in euros based on the currency exchange rate set by Mastercard International on the date of the operation and on the currency exchange rate of the bank.
- 5.8.** If there are not enough funds in the account, the bank shall block the card and debit the arrears for operations and service fees immediately after funds have been received in the holder's account.
- 5.9.** The bank shall debit amounts for operations and the service fees for affecting them to the holder's account on the payment date and in the amounts specified on the statement.
- 5.10.** Failure to receive a statement shall not release the account holder from their responsibility to ensure that there are sufficient funds in the account to pay for operations or other amounts payable.

6. INFORMATION ABOUT TRANSACTIONS COMPLETED

- 6.1.** At the beginning of every month, the bank shall provide the account holder with information about the operations effected, services, current arrears and amount payable. The account holder shall select the format and method for the transmission of the statement (in writing or in an electronic format reproducible in writing).
- 6.2.** The bank shall preserve information about operations effected for a reasonable period of time, which shall make it possible to ascertain, review and dispute any complaints submitted about the operations effected.

7. LIABILITY

- 7.1.** The bank shall be liable for:
- 7.1.1.** failure to execute the orders that have reached the bank or executing them deficiently;
- 7.1.2.** for operations effected without the intent of the cardholder, except where the account holder bears the risk and any loss or damage connected to the theft or loss of the card and/or PIN code or of its coming into the possession of third parties;
- 7.1.3.** for any kinds of mistakes or inaccuracies that arise in the management of the holder's account.
- 7.2.** The account holder shall be liable for:
- 7.2.1.** all the operations performed with the card unless otherwise provided by the agreement or legislation;
- 7.2.2.** for performing all their obligations under the terms and conditions of the agreement;
- 7.2.3.** preservation of the card and the PIN code and ensuring their confidentiality;
- 7.2.4.** for any loss or damage resulting for the reason that the account holder or the cardholder has not notified the bank in a timely manner about changes to the details provided at the time of the conclusion of the agreement.
- 7.3.** The bank shall be entitled to require the payment of late interest for every day of delay based on the amount owed and the late interest rate set on the price list.
- 7.4.** If the cardholder breaches clause 2.6 of the agreement, the bank shall be entitled to claim from the account holder a contractual penalty in accordance with the rates.
- 7.5.** The account holder and the cardholder shall be solidarity liable for all operations effected with the card in the amount provided for by law.
- 7.6.** The account holder shall be obliged to provide the agreement and the general terms and conditions for the cardholder to review and ensure that they are complied with.

8. SELF-LIABILITY IN USING THE CARD

- 8.1.** The account holder shall bear all the risks and costs of the card and/or PIN code being lost, stolen or coming into the possession of third parties until notification thereof in a manner acceptable to the bank but not beyond the limit of the self-liability:
- 8.1.1.** in the case of both a private individual and a legal person, the limit of the self-liability of the account holder and/or cardholder shall be 50 euros;
- 8.1.2.** the self-liability shall not be applied if the account holder and/or cardholder has the obligations stipulated in the

agreement deliberately or due to gross negligence or if fraud by the account holder and/or cardholder is involved.

9. SETTLEMENT OF DISPUTES

- 9.1.** The account holder and/or the cardholder shall be entitled to present the bank with a written complaint about an operation effected within 13 months from when the amount for the operation is debited to the account. The bank shall be entitled to disregard all protests or complaints presented past the above deadline.
- 9.2.** Any disputes between the account holder, the cardholder and the bank shall be settled in accordance with the general terms and conditions of the bank.
- 9.3.** The disputing of operations shall not provide release from the timely performance of the obligations specified on the statement.
- 9.4.** The bank shall return the funds to the account holder for the disputed operations only after the relevant funds have been received at the bank.
- 9.5.** The bank shall not be liable for a declination by a party entitled to service the card to accept the card for effecting a transaction or for the quality of goods or services paid for with the card.

10. VALIDITY, AMENDMENT AND TERMINATION OF THE AGREEMENT

- 10.1.** This agreement shall enter into force upon its being signed and shall be without an unspecified term.
- 10.2.** The bank shall be entitled to modify or supplement the agreement unilaterally if it notifies the account holder thereof not later than 2 months in advance. If the account holder does not notify the bank about the cancellation of the agreement after the lapse of this time limit, it shall be considered that they have accepted these amendments.
- 10.3.** The account holder shall be entitled to terminate the agreement at any time by notifying the bank thereof. The expiry of the agreement shall enter into force within 60 days from the receipt of a written notice about the termination of the agreement.
- 10.4.** The bank shall be entitled to cancel the agreement at any time by notifying the account holder thereof 14 days in advance at the latest.
- 10.5.** The agreement shall expire once the card has been blocked for 60 days in a row or the settlement account agreement has been terminated.
- 10.6.** Termination of the agreement shall have no bearing on the collection or satisfaction of financial claims that arose prior to the expiry of the agreement.
- 10.7.** The monthly fee for the use of the card shall not be subject to a refund in the event of the termination of the agreement.

11. CONFIDENTIALITY

- 11.1.** The bank, account holder and the cardholder hereby undertake to not disclose any information related to the agreement or performance thereof to any third parties except where the entitlement or obligation to do so results derives from the law.



TERMS AND CONDITIONS OF CREDIT CARD AGREEMENT

Effective as of 14.10.2020

- 11.2.** The bank shall be entitled to transmit information about the agreement or related information to third parties with the consent of the account holder and the cardholder or in instances stipulated in the general terms and conditions of the bank or in the cases prescribed in the principles of processing customer data, which are available for review on the Bank's website at www.tbb.ee.