

TERMS AND CONDITIONS OF DEBIT CARD USE AGREEMENT

Effective as of 01.02.2018



1. GENERAL PROVISIONS

- 1.1. This debit card agreement (hereinafter the agreement) regulates the rights and obligations for using a debit card issued by AS TBB pank (hereinafter the bank).
- 2.1. Debit Mastercard (hereinafter the card) shall be a means of payment with remote access to the funds in the settlement account of the account holder.
- 3.1. A legal or natural person (hereinafter the account holder) holding a settlement account at the bank shall conclude an agreement designating the person to whom the card will be issued (hereinafter the cardholder). Under the agreement, the account holder authorises the cardholder to use, by means of the card, the funds in the account specified in the agreement (hereinafter the account) in the limit amounts set.
- 4.1. The conditions of the agreement shall become binding upon the cardholder from when the card is issued. The cardholder shall confirm their receipt of the card by signing the designated portion of the agreement form.
- 5.1. The bank shall be entitled to provide the cardholder with additional services or benefits related to the card. Furthermore, the bank shall be also entitled to terminate the provision of any such 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 additional services.
- 6.1. 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, the terms and conditions of payment and the settlement account agreement concluded between the bank and the account holder.

2. CARD

- 2.1. The card is property of the bank. The card shall be issued for the cardholder for temporary use 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 transactions are effected.
- 2.3. Upon receiving the card, the cardholder shall be obliged to sign it in person in the presence of a member of the bank's staff.
- 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 (included) 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 and/or cardholder declines to receive a new card, they shall notify the bank thereof in writing or in a format which can be reproduced in writing not later than 30 days before the expiry indicated on the card.
- 2.6. The cardholder shall not use an invalid, closed or unusable card and shall return such card to the bank within 30 days as of closing, invalidating the card or as of becoming unfit for use in any other way.

3. GUARANTEEING SAFETY IN USING THE CARD

- 3.1. The cardholder shall:
 - 3.1.1. take good care of the card,
 - 3.1.2. remember the PIN code and not record it, prevent the card and/or PIN code from coming into the possession of third parties,
 - 3.1.3. safeguard the card against mechanical damage, high temperatures, and the effects of a strong electromagnetic field.
- 3.2. In the event of the loss or theft of the card or of its coming into the possession of third parties, the account holder or the cardholder shall report this immediately by calling the relevant round-the-clock telephone number +372 66 88 088 or by transmitting notification for blocking the card by using some other means accepted by the bank, including in a customer service area of a branch of the bank during its business hours.
- 3.3. Upon receiving notification about the blocking of the card, the bank shall take all the measures possible in order to stop any subsequent use of the card.
- 3.4. If the card has been blocked on the initiative of the account holder or the cardholder, the block of the card shall be lifted based on a request from the account holder or the cardholder, submitted in writing or in a format which can be reproduced in writing.
- 3.5. The bank shall be entitled to block the card on its own initiative if:
 - 3.5.1. The account holder or the cardholder has breached an obligation under the agreement (also if the cardholder is in arrears),
 - 3.5.2. The cardholder has entered the PIN code incorrectly 3 (three) times successively,
 - 3.5.3. Based on information that has come to the knowledge of the bank, suspicion has arisen that the card is being used by a third party without this being the intent of the account holder or of the cardholder or involving fraud by the account holder and/or the cardholder or involving fraud without the consent of the account holder.
- 3.6. The bank shall notify the account holder about the card having been blocked and the reason for this immediately after blocking the card.
- 3.7. The bank shall release the card from the block or issue a new card once the reason for the block has fallen away.
- 3.8. In the event of a block of the card, the account holder shall be entitled to cancel the agreement before the prescribed time in accordance with clause 10.3 of the agreement.

4. USE OF THE CARD

- 4.1. The card is linked to the account and enables the cardholder to effect transactions within the limit of the available balance of the funds in the account, including service fees, in accordance with the Limits and the Price List of the bank as agreed in the agreement.
- 4.2. The cardholder may use the card both in Estonia and abroad for payment for goods or services using payment terminals (hereinafter the POS), withdrawing cash or obtaining information from automated teller machines (hereinafter the ATM) at all service points displaying the relevant logo or when effecting e-commerce transactions in an online environment.

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- 4.3. The cardholder shall be obliged to strictly adhere to the limits set in the agreement when effecting transactions with the card.
- 4.4. The cardholder shall be obliged to present their personal identity document to a person authorised to service the card at the latter's request and consent to the recording of the information on a sales receipt.
- 4.5. The cardholder shall confirm all transactions effected with the card by entering the PIN code or by signing a receipt for the transaction. When e-commerce transactions are effected, the cardholder shall authorise the transaction by entering the CVC2 code or other details required in the e-commerce environment. Provision of consent by the cardholder in this manner for the effecting of the transaction shall be deemed authorisation of the payment transaction.
- 4.6. The cardholder shall notify the bank about all errors and/or disruptions interfering with the effecting of transactions.
- 4.7. The bank shall be entitled to assume that all transactions effected with the card have been effected by the cardholder personally and accord with the intent of the account holder until such time as the account holder and/or the cardholder have not notified the bank in accordance with clause 3.2 of the agreement about the loss or theft of the card or the like.
- 4.8. The bank may disregard the order forwarded by the cardholder if:
 - 4.8.1. the account has been blocked or frozen;
 - 4.8.2. the card has been blocked;
 - 4.8.3. the order for a transaction exceeds the limit set or the unused portion thereof;
 - 4.8.4. there are not sufficient funds in the account for completing the transaction and paying the service fee for it;
 - 4.8.5. on other bases provided by law.

5. PAYMENT OBLIGATION

- 5.1. The bank shall be entitled to debit the account for (withhold from the account) the amounts of all the transactions effected with the card, a service fee for the card, penalties, any late interest and any other fees set on the price list.
- 5.2. The account holder shall be obliged to ensure that there are enough funds in the account for payment for effecting transactions or services used or for any other payments under the agreement.
- 5.3. If the account holder breaches the provisions in clause 5.2. of the agreement, the bank shall be entitled to:
 - 5.3.1. debit any other account whatsoever opened for the account holder at the bank for the amount of the arrears;
 - 5.3.2. assess late interest on any outstanding amount at the rate established on the price list and require its payment according to clause 5.3.1. of the agreement.
 - 5.3.3. utilise other measures under legislation to secure the performance of the payment obligations of the account holder and/or cardholder.
- 5.4. When cash is withdrawn from an ATM in the territory of Estonia, the bank shall debit the account immediately for the transaction amount and the service fee.
- 5.5. When cash is withdrawn from an ATM abroad or transactions are effected through a POS or online, the bank shall first block the transaction amount and the service fee in the account. The account shall be debited after the receipt of a notice of confirmation about the transaction.

- 5.6. The amounts of transactions effected in a foreign currency abroad shall be withheld from the account in euros based on the exchange rate set by the international card organisation on the date of the transaction and based on the exchange rate of the bank.
- 5.7. The bank shall debit the maintenance fee for the card on the last day of every calendar month according to the price list. If there are not enough funds in the account, the bank shall debit the service fee arrears immediately after funds have been received in the account. The bank shall debit the maintenance fee until the end of the term of the agreement, including for any period during which the card has been blocked.
- 5.8. The bank shall debit the transaction amount and the service fee for effecting it also if these were not debited in a timely manner due to technical malfunctions of the payment system outside the bank and/or if a confirmation message for the transaction arrived at the bank late.

6. INFORMATION ABOUT TRANSACTIONS EFFECTED

- 6.1. The account holder and the cardholder shall be able to receive information about transactions effected by them via the Internet bank or at a branch of the bank.
- 6.2. The bank shall preserve information about transactions effected for a reasonable period enabling any mistakes to be identified or corrected.

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 transactions effected without the intent of the account holder, 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 transactions effected 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. keeping the card and the PIN code and ensuring the confidentiality of their details;
 - 7.2.4. for any loss or damage resulting for the reason that the account holder and the cardholder have not notified the bank in a timely manner about changes to the details provided for the conclusion of the agreement.
- 7.3. 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 price list.
- 7.4. The account holder and the cardholder shall be solidarily liable for all operations effected with the card in the amount provided for by law.

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 or stolen until notification

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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 in the event of an unauthorised payment until notification in a manner acceptable to the bank.
- 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. LIABILITY OF THE BANK AND RESOLUTION OF DISPUTES

- 9.1. The bank shall not be liable for third parties engaged in the effecting of transactions, the goods or services (including the quality or quantity thereof) paid for with the card or in instances where the card is not accepted for the effecting of a transaction. The bank shall not be responsible for a declination to effect a transaction by third parties involved in the effecting of the transaction or by a party entitled to service the card.
- 9.2. The bank shall not be liable for any loss or damage if the bank has stopped the validity of the card in accordance with the agreement, including if the bank, in good faith, based on an inaccurate notice, has blocked the use of the card according to the terms and conditions of the agreement and according to the general terms and conditions.
- 9.3. The account holder and the cardholder shall be obliged to check the accuracy of the transactions effected. The account holder and/or the cardholder who is a consumer shall be entitled to dispute transactions effected with the card by submitting to the bank a relevant request about a transaction effected without the intent of the cardholder or effected incorrectly, immediately after learning about it but not later than within 13 months from when the amount of the transaction is debited to the account. The account holder and/or the cardholder that is a legal entity shall be entitled to file a complaint with the bank not later than within 1 month from when the amount of the transaction is debited.
- 9.4. The procedure for disputing card transactions is available for review on the website of the bank.
- 9.5. All other claims and disputes between the account holder, the cardholder and the bank shall be settled in accordance with the general terms and conditions of the bank.
- 9.6. For the settlement of a dispute out of court, the account holder and/or the cardholder that is a private individual may turn to the Consumer Complaint Committee of the Consumer Protection Board.
- 9.7. For a transaction disputed by the account holder or cardholder, the bank shall effect a refund for the benefit of the account holder after the grounds for and the circumstances of the disputed payment have been corroborated and after the relevant repayment has been made to the bank, except where legislation stipulates otherwise.

10. VALIDITY, AMENDMENT AND CANCELLATION 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 the agreement unilaterally if it notifies the account holder thereof at least 2 months in advance. If the account holder does not notify the bank about the cancellation of the agreement within this time limit, it shall be considered that they have accepted these amendments.
- 10.3. The account holder may cancel the agreement at any time by submitting a relevant written request to the bank in a customer service area of a branch of the bank and by returning the card.
- 10.4. The bank may cancel the agreement at any time in accordance with the procedure stipulated in the general terms and conditions of the bank.
- 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.

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.
- 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 instances stipulated in the procedure for the processing of client data, available for review on the website of the bank at www.tbb.ee