



## TERMS AND CONDITIONS OF CREDIT CARD AGREEMENT

enters into force for legal entities from 07.07.2024 and for natural persons since 07.08.2024

### 1 GENERAL PROVISIONS

- 1.1 The international MasterCard credit card agreement (hereinafter the agreement) regulates the rights and obligations arising from the use of the credit card issued by AS TBB pank (hereinafter the bank).
- 1.2 The MasterCard credit card is a remote access payment instrument (hereinafter the card) which enables payment transactions under the terms specified by the bank in the agreement within the credit limit.
- 1.3 A legal or natural person (hereinafter the account holder) holding a settlement account (hereinafter the account) concludes the agreement designating the person to whom the card will be issued (hereinafter the cardholder). The account holder and the bank authorize the cardholder to use and dispose of the credit amount specified in the agreement by means of the card.
- 1.4 The terms of the agreement become binding for the cardholder and the account holder as of issuing the card. The account holder confirms its receipt of the card and its compliance with the terms and conditions of the agreement by signing the agreement form in the place provided for this purpose.
- 1.5 The account holder and the bank determine the maximum amount of funds (hereinafter the credit limit) to which the bank credits cash withdrawals from an ATM or payment for goods or services by card in a trade and service company equipped with a POS terminal, 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 is established in euros. The bank has the right to set a cash limit for the cash withdrawal operation and minimum credit limits for each type of card.
- 1.7 The bank is entitled to provide the cardholder with additional services and benefits related to the card. Furthermore, the bank has the right to terminate the provision of such additional services and benefits without the prior consent of the account holder and the cardholder. The bank has the right to establish service fees for the aforementioned additional services and benefits with a price list (hereinafter the price list).
- 1.8 In all relations between the bank, the account holder and the cardholder, which are not regulated by the agreement, the parties are governed by the bank's general terms and conditions and the terms of the settlement account agreement concluded between the bank and the account holder.
- 1.9 The fulfilment of the payment obligations of the account holder and/or the cardholder is secured by the means of the collateral specified in the agreement and the existing funds in the account.
- 1.10 The law of the Republic of Estonia applies to the fulfilment of the agreement.

### 2 CARD

- 2.1 The card is the property of the bank. The card is issued to the cardholder for temporary use on the basis of the account holder's application and at the terms stipulated in the agreement. The card is an electronic payment instrument owned by the bank, with which the card user can carry out operations in accordance with the procedure set by the bank.
- 2.2 When the card is issued, the bank gives the account holder and/or the cardholder a personal identification number (hereinafter the PIN) in a sealed envelope, which is treated as the cardholder's signature when operations are carried out.
- 2.3 The cardholder can make payment transactions at POS terminals without entering the PIN (make instant payments), i.e. by

inserting the card to a contactless communication (NFC) device. The account holder determines the limit of such transactions.

- 2.4 Upon receiving the card, the cardholder is obliged to sign in person the designated place on the back of the card.
- 2.5 The validity term of the card is indicated on the front of the card. The card is valid until the last day of the calendar month (inclusive) indicated on the card. Upon expiry of the card, the bank (automatically) prepares a new card and informs the account holder and/or the cardholder when and where it may be collected.
- 2.6 If the account holder declines to receive a new card, the bank should be notified of this in writing or in another manner accepted by the bank no later than within 30 days before the expiry of the card, otherwise the account holder should pay the cost of issuing the card within the extent of the fine specified in the price list.
- 2.7 The cardholder is obliged not to use an invalid, closed, unusable or banned card and should return such card to the bank within 30 days.

### 3 GUARANTEEING SAFETY IN USING THE CARD

- 3.1 The cardholder is obliged to keep the card and PIN code carefully and to prevent the card and PIN code from coming into the possession of third parties, to protect the card against mechanical damage, high temperature and the effects of a strong electromagnetic field.
- 3.2 The cardholder is obliged to keep the PIN code separately from the card, not to record the PIN code on the card and/or on another item carried with the card, not to keep the card in an easily accessible place and manner and not to modify or copy the card.
- 3.3 Upon receiving the PIN code, the cardholder should remember it or capture it only in a format and location known to them and destroy the PIN code envelope afterwards.
- 3.4 In the event of loss, theft and/or unauthorized possession of the card by third parties, the account holder and/or the cardholder is obliged to immediately notify the bank of this via a 24/7 phone or send a notification to block the card to the bank office via telephone or fax or in another manner accepted by the bank.
- 3.5 Upon receipt of the blocking notice, the bank identifies the cardholder based on the details of the agreement.
- 3.6 The block of the card will be lifted only on the basis of a written request of the account holder under their full responsibility at the bank office where the said card was issued. The block will not be lifted over the phone.
- 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 has the right to block or seize the card. A seized card cannot be returned or restored.

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### 4 USE OF THE CARD

4.1 The card can be used both in Estonia and in the countries of the European Economic Area to pay for goods or services at payment terminals (hereinafter POS), to withdraw cash and obtain information about the balance of the credit limit at the automated teller machines (hereinafter ATM) and at all service points marked with the "Mastercard" logo.

4.2 The account holder, upon agreement with the bank, sets a credit limit for the cardholder, including the cash limit (i.e. the maximum limit for withdrawing cash from an ATM during the payment period).

4.3 The cardholder is obliged to strictly follow the limits established in the agreement when effecting operations with the card.

4.4 The cardholder is obliged to confirm all operations performed with the card by entering the PIN code or by touching the Near Field Communication (NFC) device with the card.

4.5 At the request of the person servicing the card, the cardholder is obliged to submit an identity document and agree to the recording of its data.

4.6 The person having the right to service the card has the right not to service the card or to confiscate the card upon the request of the bank.

4.7 The cardholder is obliged to perform the operations personally.

4.8 The cardholder is obliged to notify the bank of all errors and disturbances that prevent the execution of operations.

4.9 The cardholder is obliged not to use the card for illegal purposes, including for the purchase of such goods and services that are prohibited by current legislation.

4.10 The account holder is obliged to present the agreement and general terms and conditions to the cardholder for review and to ensure their fulfilment.

4.11 The account holder is obliged to protect the card against mechanical damage, high temperature, electromagnetic field effects, copying, modification, etc.

4.12 The bank has the right to assume that all operations with the card have been performed by the cardholder and correspond to the will of the account holder until the contrary is proven or until the account holder and/or the cardholder have not informed the bank about the loss, theft, etc. of the card according to clause 3.4 of the agreement.

4.13 The bank has the right to disregard the order forwarded by the cardholder, if:

4.13.1 the account has been blocked or seized;

4.13.2 the card has been closed and/or blocked;

4.13.3 the transaction order exceeds the established limit or its unused part;

4.13.4 on another basis arising from the law.

4.14 The bank is obliged:

4.14.1 to fulfil the orders of the cardholder within the deadlines stipulated by the bank;

4.14.2 to block or close the card upon the order of the account holder and/or cardholder;

4.14.3 to fulfil other obligations arising from valid legislation.

4.15 The account holder and/or cardholder has the right to request the bank to block the card at any time.

4.16 The bank has the right to block the card if:

4.16.1 the card blocking has been stipulated in the agreement;

4.16.2 the account holder and/or the cardholder has violated the terms of the agreement, other obligations arising from the agreement or the law;

4.16.3 the bank has learned or the received information allows a conclusion to be drawn that the card is being used against the will of the account holder or cardholder and if it is a case of fraud on the part of the account holder and/or cardholder.

4.16.4 The bank has received reliable information that the solvency of the account holder has decreased.

4.17 The cardholder can start to carry out operations from the activation of the card.

4.18 The card that is blocked, closed or invalid may not be used.

### 5 PAYMENT OBLIGATION

5.1 When concluding the agreement, the bank and the account holder determine which account the bank will debit for all the amounts of the operations performed with the card during the payment period, as well as for service fees, penalties, late interest amounts and other expenses related to the use of the card.

5.2 The account holder is obliged to pay the monthly fee for using the card according to the price list.

5.3 The bank debits funds from the account on the 10th or 20th date of the calendar month following the payment period (hereinafter the payment date).

5.4 The account holder is obliged to ensure that the account has sufficient funds on the payment date to pay for operations and service fees in accordance with the price list.

5.5 In case the account holder violates clause 5.4 of the agreement, the bank has the right:

5.5.1 to debit the amounts of arrears, late interest, penalties and other costs related to the use of the card from any other account of the account holder opened in the bank;

5.5.2 to calculate late interest from the unpaid amount to the extent established in the price list and require its payment in accordance with clause 5.5.1 of the agreement;

5.5.3 to use the blocking of the card and the right to sell the collateral stipulated in the agreement to ensure the fulfilment of the payment obligations of the account holder and/or cardholder;

5.5.4 to use other legal measures to ensure the fulfilment of the payment obligations of the account holder and/or the cardholder;

5.5.5 to close the card if payment arrears exceed 2 months (60 days).

5.6 The bank provides the account holder with a report on the operations effected by the cardholder during the payment period, on service fees and other expenses (hereinafter the statement) in writing or electronically. The amounts to be paid are indicated on the statement in euros.

5.7 The amounts for operations effected abroad or of service fees will be withheld in euros based on the currency exchange rate established 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 blocks the card and debits the amount due for the operations and



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service fees immediately after the funds have been received in the holder's account.

5.9 The bank debits the amounts for operations and the service fees for their performance from the holder's account on the payment date and in the amount specified in the statement.

5.10 The customer can review its amount of arrears in the statement drawn up in internet bank.

### 6 INFORMATION ABOUT TRANSACTIONS COMPLETED

6.1 At the beginning of each month the bank provides the account holder with information about the operations performed, services, current arrears and the amount payable. The account holder chooses the format and method for the transmission of the statement (in writing or in an electronic format reproducible in writing).

6.2 The bank stores information about the performed operations for a reasonable period of time, which allows to determine, review and dispute the claims made regarding the performed operations.

### 7 LIABILITY

7.1 The bank is liable for:

7.1.1 failure to execute the orders that have reached the bank or executing these deficiently;

7.1.2 for operations that were performed 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 errors or inaccuracies that arise when managing the holder's account.

7.2 The account holder is liable for:

7.2.1 all the operations performed with the card, unless the agreement or the law stipulates otherwise;

7.2.2 the fulfilment of all obligations arising from the terms and conditions of the agreement;

7.2.3 the preservation of the card and PIN code and ensuring their confidentiality; the bank is not liable for the damages caused by the violation of this clause of the agreement.

7.3 The rights of the bank:

7.3.1 to require the payment of late interest for each day of delay based on the amount owed and the late interest rate established in the price list;

7.3.2 if the cardholder breaches clause 2.6 of the agreement, the bank has the right to claim a contractual penalty from the account holder in accordance with the price list;

7.3.3 the bank has the right to determine the minimum and maximum amount of card limits and one-time operation.

7.4 The account holder and the cardholder bear joint and several liability for all operations performed with the card in the amount provided by law.

7.5 The bank has the right to involve third parties, including credit institutions, international card organizations or the processing centre (Nets Estonia AS) for card-related operations. The bank is not liable for the actions or omissions of the mentioned persons.

### 8 SELF-LIABILITY IN USING THE CARD

8.1 The account holder will bear all 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.

8.2 The limit of the self-liability of the account holder and/or cardholder, both for a private individual and a legal person, is 50 euros.

8.3 The limit of self-liability does not apply if the account holder and/or the cardholder violated the obligations stipulated in the agreement intentionally or due to gross negligence, or if it is a case of fraud on the part of the account holder and/or the cardholder. In this case, the account holder and/or the cardholder is liable for all the damage caused.

### 9 SETTLEMENT OF DISPUTES

9.1 All claims related to the operations of the cardholder or account holder should be submitted to the bank in writing in the bank office or internet bank.

9.2 The disputes between the account holder and/or the cardholder and the bank are resolved in accordance with the provisions of the bank's general terms and conditions.

9.3 In addition to the bank's general terms and conditions, the bank, the account holder and the cardholder are guided by the legal and technical framework and deadlines established by international payment card organizations when settling disputes.

9.4 The disputing of operations does not exempt from the timely fulfilment of the financial obligations.

9.5 The account holder and/or the cardholder is obliged to immediately check the correctness of the operations. The account holder has the right to immediately submit claims related to the operation in writing to the bank at the office or to the address [helpdesk@tbb.ee](mailto:helpdesk@tbb.ee), but no later than within the deadline specified in the bank's general terms and conditions. Additional information on contesting operations is available on the bank's website. <https://www.tbb.ee/krediitkaart/>

9.6 The bank will return the funds to the account holder for the disputed operations only after the relevant funds have been received by the bank.

9.7 The bank is not liable for the refusal to accept the card for the operation by the person who has the right to service the card and for the quality of the goods and services paid for with the card.

### 10 VALIDITY, AMENDMENT AND TERMINATION OF THE AGREEMENT

10.1 The agreement enters into force at the moment of its signing and is for an indefinite period.

10.2 The bank has the right to change or supplement the agreement unilaterally, if it notifies the account holder of it at least 2 months in advance. If the account holder does not notify the bank of the termination of the agreement at the end of this term, it is considered that the account holder has accepted these changes.

10.3 The customer has the right to request the bank to change the credit limit and/or card limits in accordance with the procedure and within the limits specified by the bank. In this case the bank has the right to change the limits of the card without changing the agreement. The customer and the bank conclude a new agreement to increase the credit limit.

10.4 The account holder has the right to terminate the agreement at any time by notifying the bank of it. The termination of the agreement will take effect 60 days after receiving the written notice of the termination of the agreement.

10.5 The bank has the right to cancel the agreement at any time by notifying the account holder of it no later than 14 days in advance.

10.6 The agreement terminates if the card has been blocked for 60 consecutive days or the settlement account agreement has been terminated.

10.7 The termination of the agreement will 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, the account holder and the cardholder undertake not to disclose any information related to the agreement and the terms of its fulfilment to third parties, unless it is necessary regarding the circumstances of servicing the card or is prescribed by law.

11.2 The bank has the right to forward the information about the agreement and the related information to third parties with the consent of the account holder and the cardholder or in the cases stipulated in the bank's general terms and conditions and in the procedure for processing customer data, which can be found on the bank's website at [www.tbb.ee](http://www.tbb.ee)



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