1. DEFINITIONS
1.1 Price List is the price list of the Bank.
1.2. Cardholder is a natural person specified in the Agreement who is in conformity with the requirements of the Bank and who has been granted the use of a Card on the basis of an application of the Account Holder by the Bank. The Account Holder may be the Cardholder.
1.3. Card is an electronic means of payment of the International Card Organisation stipulated in the Agreement, with which one can perform the Operations pursuant to the procedure specified by the Bank.
1.4 Principles for Processing Client Data is document regulating the basic principles and the terms and conditions of processing Client Data (including banking secrecy) in the Estonian companies of Swedbank.
1.5 Account is a current account connected to the Card and opened in the Bank by the Account Holder.
1.6 Account Holder is a natural person who meets the requirements of the Bank and whose Account the Card is connected to.
1.7 Total Credit Cost is the total amount of fees arising from the repayment of the Credit Limit and payment of other fees arising from the Agreement (except cash withdrawal fees, conversion fees, fees arising from a breach of obligations arising from the Agreement) per calendar month. The Total Credit Cost is calculated as of the time of signing the Agreement, provided that the Cardholder puts the Credit Limit into use to the full extent as soon as possible. The Total Credit Cost is calculated as a lump sum with regard to all the Cards bound to the Agreement.
1.8 Initial Percentage Rate of Charge is the total expenses of the Account Holder under the Agreement and expressed as an annual percentage rate.
1.9 Credit Limit is the maximum amount in euros to the extent of which the Cardholder can perform Card Operations within the calendar month. The Credit Limit is set as a lump sum for all Cards connected to the Agreement.
1.10 Agreement is the agreement on the use of a charge card and the conditions of use of change cards, whose inseparable parts include the annexes to the Agreement and the Price List of the Bank.
1.11 Excess Limit is an amount of money to the extent of which the Account Holder is liable for damage caused by unauthorised use of the Card by third parties. The Excess Limit with respect to an electronic means of payment shall be established pursuant to the terms and conditions prescribed by the Law of Obligations Act.
1.12 Bank is public limited company Swedbank AS.
1.13 PIN is a secret personal identification number given by the Bank to the Account Holder or the Cardholder with the help of which the Cardholder is identified.
1.14 International Card Organisation is MasterCard International or VISA International Service Association.
1.15 User limits are the limit amounts in euros specified by the account holder or the Bank, to the extent of which the Cardholder can perform Transactions within one day, one week or one month.
1.16 Terminal is an ATM, a self-service terminal or another system through which the Cardholder can perform the Operation.
1.17 Operation is payment for goods or services through the corresponding Terminal, withdrawal of cash with the Card, receipt of information or another operation related to the Card.
1.18 Statement is a document that contains information about Card Operations and payable amount of money and payment deadlines.

2. OPERATIONS
2.1 The Bank retains the right to set the minimum and maximum amount of the Credit Limit of use of the Card, the User Limits and Operations.
2.2 The Account Holder has the right to apply to the Bank to change the Credit Limit and User Limits to the extent and pursuant to the procedure established by the Bank.
2.3 By agreement of the parties the Bank may change (increase or decrease) the Credit Limit temporarily or for an unspecified period without concluding a respective annex on amending the Agreement. The changed Credit Limit is subject to any and all terms and conditions specified in the Agreement.
2.4 In justified events (e.g. the Cardholder has not used the Credit Limit for at least one year) the Bank has the right to reduce the Credit Limit unilaterally without entering into a respective annex for amendment of the Agreement. The Bank shall notify the Account Holder or the Cardholder of the reduction of the Credit Limit at least 2 (two) months in advance.
2.5 The Cardholder may not exceed the fixed Credit Limit or User limits in performing Operations.
2.6 The Bank has the right to involve third parties for performance of Card Operations (e.g. other credit institutions, the International Card Organisations, Pankade Kaardikeskuse AS).
2.7 Claims regarding Operations made with the Card abroad are sent to the Bank by the International Card Organisations in euros or converted into euros or in the foreign currency agreed between the Bank and the International Card Organisations. Any and all conversions made by an International Card Organisation are sent the exchange rate by the International Card Organisation or the bank servicing it. A conversion fee may be charged for the operation. If Operations are sent to the Bank in a foreign currency, the Bank shall convert the Operation into euros on the basis of the exchange rate quoted by the Bank on the date of the Operation.

3. USAGE OF THE CARD
3.1 Only the Cardholder may perform Operations with the Card.
3.2 The Cardholder can start using the Credit Limit once the Agreement has been signed and the Card has been handed over to the Cardholder.
3.3 The Cardholder shall write his or her signature on the back of the Card upon receipt of the Card.
3.4 The Card can be used only in Terminals bearing the logo of the corresponding Card.
3.5 The Cardholder shall not use the Card for illegal or other activities or in a manner that may harm the Bank or third parties.

3.6 The Cardholder is obliged to confirm all Card Operations with his or her signature or by entering the PIN. By giving the confirmation the Cardholder consents to the performance of the Operation.

3.6.1 Upon performance of an Operation in the Internet purchase programme, the Cardholder consents to the insertion of the data required in the purchase programme. The required data includes, for instance, the Card number, the name of the Cardholder, the term of validity of the Card, the personal password of the Cardholder and/or the numerical security code given to the Card (on the face of the Card).

3.7 Upon a request by a person servicing the Card (e.g. a salesperson), the Cardholder shall present an identity document and agree for a record to be made of the information on the identity document.

3.8 For security purposes, the Bank has the right to close the Card, notifying the Cardholder or the Account Holder thereof.

3.9 A suspended, closed or invalid Card may not be used.

3.10 The Card is the property of the Bank. The Cardholder shall return a closed, invalid or otherwise unusable Card to the Bank immediately.

3.11 The person servicing the Card (e.g. a salesperson) has the right to refuse to accept the Card or confiscate the Card for security purposes.

3.12 If the Account Holder fails to perform the payment obligation set forth in section 6 of the Agreement, the Bank shall have the right to suspend usage of the Card by informing the Account Holder thereof. The Bank shall cancel the suspension of usage of the Card on the basis of a request by the Account Holder or the Cardholder once the circumstance constituting the basis for the suspension has been eliminated.

3.13 If the Cardholder has consented to an Operation, the Cardholder is not entitled to a refund of the Operation, unless the person who provided the respective service consents to the refund of the Operation.

4. KEEPING THE CARD AND THE PIN

4.1 The Cardholder shall keep the Card and the PIN with due care and take any and all steps to ensure the security of the Card and the PIN.

4.2 The Cardholder shall immediately notify the Bank of the loss or theft of the Card or the PIN or loss of possession thereof against his or her will.

4.3 The Cardholder shall immediately provide information about the circumstances specified in clause 4.2 of the Agreement.

4.4 If the Bank receives a notice referred to in clause 4.2 herein, the Bank shall take any and all measures in order to prevent usage of the Card.

4.5 The Cardholder shall memorise the PIN used, destroy the PIN envelope and its contents and may not record the PIN on any data medium (e.g. the Card).

4.6 For security purposes the Cardholder is obliged to change the PIN regularly.

4.7 The Bank has the right to refuse from the performance of the Operation if the Card or the PIN has been used incorrectly or if the Bank or the person servicing the Card has a suspicion about the authenticity of the identity of the Cardholder.

4.8 The Cardholder shall protect the Card from forgery, alteration, high temperature, mechanical injuries and strong electromagnetic fields.

4.9 In addition to the diligence requirements set forth in section 4 of the Agreement the Cardholder shall examine additional instructions of the Bank on how to protect the Card and the PIN before using the Card. The Bank shall deliver the guiding material containing additional instructions to the Account Holder or Cardholder along with the Card.

5. INITIAL PERCENTAGE RATE OF CHARGE

5.1 Upon calculation of the Initial Percentage Rate of Charge, the Bank relies on the following information valid at the time of signing or amending the Agreement:

5.1.1 the Credit Limit agreed in the Agreement;

5.1.2 the fees for the issue/renewal of the Card and the maintenance fee specified in the Price List. Year maintenance fee is divided equally by months.

5.2 Upon calculation of the Initial Percentage Rate of Charge, the Bank relies on the following prerequisites:

5.2.1 the Credit Limit is put into use as soon as possible and to the full extent and repaid in full on a monthly basis as a single payment for 12 consecutive months, whereby the first repayment shall be made after one month from the date on which the credit was first used.

5.2.2 the contractual obligations are performed on the agreed terms and conditions and within the agreed terms.

5.3 The Initial Percentage Rate of Charge is calculated by the Bank as a single rate of all the Cards bound to the Agreement.

6. PAYMENT OBLIGATION

6.1 The Bank shall credit the Card Operations as of the date of performance of the Operation until the payment deadline indicated in the Statement.

6.2 If the Account Holder has a Teleservices Agreement the Bank makes the Statement electronically available to the Account Holder, but if the Account Holder does not have such an agreement, the Bank shall send the Statement to the Account Holder on paper.

6.3 On the payment date mentioned in the Statement, the Bank has the right to debit the Account by all the amounts of Operations performed with the Card, likewise any fees specified in the Price List (e.g. Card issue/extension fee, maintenance fee, cash withdrawal fee, etc.), interests on arrears and penalties.

6.4 The Bank debits the Account with the Card issue fee on the date of satisfying the Account Holder’s expression of will to enter into the Agreement. The Bank debits the Card extension fee on the first Payment date following the issue of the new Card. The Bank does not return the Card issue/extension fee.

6.5 The Bank debits the Account with the maintenance fee pursuant to the price list either once a year for the coming year or once a month for the coming month. The Bank debits the maintenance fee on the Payment Date. If the period between the date of entry into the Agreement and the Payment Date is shorter than 30 (thirty) days, the Bank debits the maintenance fee on the next Payment Date.
6.6 The Account Holder's failure to examine the Statement shall not release the Account Holder from the obligation to pay the amounts related to the Card.

6.7 Besides the service charges specified in the Price List, the Bank has the right to debit the Account with additional charges calculated by the International Card Organisations for Operations performed abroad.

6.8 The Account Holder shall ensure that there are enough funds on the Account for debiting the amounts connected to the Card.

6.9 If on the payment date indicated in the Statement there is not a sufficient amount of money available on the Account for debiting the amounts related to the Card, the Bank shall have the right to suspend the use of the Card in accordance with article 3.12 of the Agreement and the Account Holder shall pay the Bank default interest on the overdue amount pursuant to the Price List. Viivise arvestamine lõpeb tasumisele kuuluvate summadse tõlgmise päeval.

6.10 If the Cardholder violates clause 3.9 of the Agreement, the Account Holder shall pay a penalty to the Bank pursuant to the Price List.

6.11 If there is not a sufficient amount of money available on the Account for debiting the amounts related to the Card on the payment date indicated in the Statement, the Account Holder shall pay the Bank a fee for processing the debt pursuant to the Price List.

6.12 The Bank is also entitled to debit any account of the Account Holder with the debt.

7. EXCESS OF THE ACCOUNT HOLDER

7.1 If the Card has been lost or stolen or if it has left the Cardholder's possession against his or her will, the Account Holder shall bear liability in the extent of the Excess Limit for all the damage caused prior to notifying the Bank thereof.

7.2 The Excess Limit is 150 euros for each card.

7.3 The Excess Limit shall not be applied if the damage was caused due to the intent or severe negligence of the Cardholder or the Account Holder or if the Cardholder or the Account Holder committed an act of fraud.

8. LIMITATION OF LIABILITY

8.1 The Bank shall not bear liability for the third parties involved in the performance of the Operations, the goods or services paid for with the Card or if the Card is not accepted for performance of the Operation.

8.2 The Bank shall not bear liability for the damage if it has, in good faith, suspended usage of the Card pursuant to clause 4.4 of the Agreement on the basis of an incorrect notice.

9. DISPUTES

9.1 The Account Holder and the Cardholder have the right to challenge the Card Operations and claim possible compensation pursuant to the General Conditions of the Bank (see section 10 of the General Conditions of the Bank).

9.2 The Account Holder shall verify the correctness of the information specified in the Statement. All complaints related to the Operation shall be submitted in writing immediately, but not later than within the term specified in the Bank’s General Conditions.

9.3 The Bank shall refund the Operation amount challenged by the Account Holder or Cardholder to the Account Holder after the Bank has received the corresponding refund.

10. AMENDMENT OF THE AGREEMENT

10.1 The Bank has the right to amend the Agreement unilaterally by notifying the Account Holder or Cardholder of the amendments on paper or via another durable medium (e.g. the Bank's Internet bank, e-mail, SMS) at least 2 (two) months in advance. The Account Holder and/or the Cardholder can access the terms and conditions of the amended Agreement in the Bank’s service halls, on its website or in another manner determined by the Bank (e.g. via the mass media).

10.2 If the Account Holder does not consent to the amendment of the Agreement, the Account Holder shall have the right to cancel the Agreement within the term specified in clause 10.1 of the Agreement.

10.3 If the Account Holder has not cancelled the Agreement within the term specified in clause 10.1 of the Agreement, it shall be considered that the Account Holder has consented to the amendments.

11. CARD VALIDITY AND PREPARATION OF A NEW CARD

11.1 The Card shall be valid until the last day of the month (included) indicated on the Card.

11.2 If the Account Holder and the Cardholder are in conformity with the terms and conditions established by the Bank (e.g. use of the Credit Limit, creditworthiness, proper performance of the obligations arising from the Agreement), the Bank shall prepare a new Card before expiry of the Card.

11.3 The number of the new Card is different from that of the expired Card.

11.4 By agreement of the Parties the Bank can mail a new inactive Card to the Account Holder at the address specified by the Account Holder. The Account Holder activates the Card via the Bank’s Internet Bank within 30 (thirty) calendar days as of the receipt of the Card.

11.5. If the Account Holder and the Cardholder are not the same person, the Account Holder shall hand over the new Card to the Cardholder.

11.6 If the Cardholder does not accept the new Card from the Bank within 10 (ten) weeks as of the expiry of the Card, the new Card shall be destroyed.

12. TERM OF THE AGREEMENT

12.1 The Agreement shall enter into force after the parties to the Agreement have consented to its terms and conditions and shall remain in force for an unspecified period.

12.2 The Account Holder or the Cardholder is entitled to cancel the Agreement unilaterally by informing the Bank thereof at least 1 (one) month in advance.

12.3 The Bank has the right to cancel the Agreement by informing the Account Holder thereof 2 (two) months in advance.

12.4 The Bank has the right to cancel the Agreement immediately with good reason (see section 9 of the General Conditions of the Bank).

12.5 The Agreement shall terminate automatically in the event of occurrence of any of the following circumstances:

12.5.1 upon closure of the Card or expiry of the validity of the Card and/or if when the Account Holder or the
Cardholder does not want a new Card or does not accept the new Card from the Bank within the term specified in subsection 11.6.

12.5.2 upon expiry of the term specified in article 11.4 of the Agreement;

12.5.3 in the event of withdrawal from the Agreement, provided that all the terms and conditions specified in article 13.2 have been fulfilled.

12.6 The Bank has the right to debit the Account with the amounts of all Operations performed before expiry of the Agreement and with the charges specified in the Price List of the Bank and with other debts.

13. ACCOUNT HOLDER'S RIGHT OF WITHDRAWAL

13.1 The Account Holder may withdraw from the Agreement within 14 (fourteen) days from signing the Agreement by notifying the Bank thereof in writing to the address stipulated in the Agreement.

13.2 If the Account Holder exercises the right of withdrawal stipulated in article 13.1 of the Agreement, the Account Holder shall immediately, but not later than within thirty (30) days after the submission of the withdrawal declaration, return the Card and refund to the Bank the amounts of the Operations and other fees arising from the use of the Card. Otherwise, it shall be considered that the Account Holder has not withdrawn from the Agreement.

14. GENERAL

14.1 The natural person who is the Account Holder warrants and represents that at the time of entry into the Agreement their primary place of residence is Estonia and they agree that the legislation of the Republic of Estonia shall be applied to the relationships arising from the Agreement and that the disputes arising from the Agreement shall be resolved in Estonian courts. The Parties have agreed that if the natural person who is the Account Holder takes up residence abroad after entry into the Agreement, all disputes arising from the Agreement shall be resolved in Estonian courts.

14.2 The Bank processes the Agreement-related data about the Operation, the Account Holder and the Cardholder in accordance with the Principles of Processing Client Data.

14.3 The Account Holder shall present the Agreement, the additional instructions containing due diligence duties, the General Conditions of the Bank and the Principles of Processing Customer Information in the Estonian Companies of Swedbank to the Cardholder for examination and make certain that the Cardholder performs their duties.

14.4 The General Conditions of the Bank and Principles of Processing Client Data in the Estonian Companies of Swedbank shall apply in all other respects. The Account Holder confirms that these are familiar and agrees with them.

14.5 The Account Holder warrants and represents that they have examined the Standard European Consumer Credit Information and the additional pre-contractual information, understand it and consent to it.