Terms and conditions of the agreement on the usage of charge card for private person

Valid from 01.09.2015

1 Definitions

1.1 Price List is the price list of the Bank.
1.2 Cardholder is the Account Holder or any other 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.
1.3 Card is an electronic means of payment of the International Card Organisation specified in the Agreement belonging to the Bank, enabling Transactions pursuant to the procedures specified by the Bank.
1.4 User Limits are limit amounts in euros set by the Account Holder or the Bank, establishing the maximum amount for Transactions that can be performed per day, week or month.
1.5 Principles of Processing Client Data is a document regulating the underlying principles and conditions of processing client information (incl. banking secrets) in the Estonian enterprises of the Swedbank Group.
1.6 Account is the current account connected to the Card and opened for the Account Holder by the Bank.
1.7 Account Holder is a natural person who meets the requirements of the Bank, for whom the Bank has opened the Account.
1.8 Total Credit Cost is the total amount in one calendar month consisting of the fees of the Account Holder arising from the repayment of the Credit Limit and other fees arising from the Agreement taken into account upon the calculation of the Initial Percentage Rate of Charge, which is calculated as a lump sum for all Cards under one Agreement, which all have the same logo of the International Card Organisation, are of the same type and upon the calculation of which, the Bank builds on the data and prerequisites used for the calculation of the Initial Percentage Rate of Charge specified in the Agreement.
1.9 Initial Annual Percentage Rate is the Total Credit Cost of the Account Holder under the Agreement and expressed as an annual percentage rate.
1.10 Credit Limit is the maximum amount in euros to the extent of which the Account Holder can perform Card Transactions within the calendar month. The Credit Limit is set as a lump sum for all Cards connected to the Agreement and Account, have the same logo of the International Card Organisation and are of the same type.
1.11 Agreement is the agreement on the usage of charge card for private person and the terms and conditions of the agreement on the usage of charge card for private person, the inseparable parts of which include the annexes to the Agreement and documents referred to in the conditions thereof (including the General Conditions of the Bank, Principles of Processing Client Data, the Price List of the Bank, etc.).
1.12 Payment Date is the date specified in the Agreement on which the Bank debits the Account with the monthly or annual fee and other fees payable on the Payment Date.
1.13 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. 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.
1.14 Bank is Swedbank AS.
1.15 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.
1.16 International Card Organisation is MasterCard International or VISA International Service Association.
1.17 Collateral is the collateral established for performing obligations under the Agreement to the benefit of the Bank.
1.18 Terminal is an ATM, a payment terminal or another system through which the Cardholder can perform the Transaction with the Card.
1.19 Transaction is payment by Card for goods or services through the corresponding Terminal, withdrawal of cash with the Card, receipt of information or any other transaction related to the Card.
1.20 Security Element is a PIN and/or any other personalised security elements agreed on between the parties and/or accepted by the Bank for the identification of the Account Holder or Cardholder used by the Bank to identify the Account Holder or Cardholder.
1.21 Statement is a document that contains information about Card Transactions and payable amount of money and payment deadlines.

2 Transactions

2.1 The Bank has the right to establish the minimum and maximum amount for Transactions via the Credit Limit, User Limits and via the Card.
2.2 The Account Holder has the right to request from the Bank the changing of the Credit Limit to the extent and pursuant to the procedures established by the Bank.
2.3 By agreement of the parties, the Bank may temporarily or for an unspecified period change (increase or decrease) the Credit Limit without concluding a new annex regarding the amendment of the Agreement. The amended Credit Limit is subject to all terms and conditions provided in the Agreement.
2.4 In justified events (e.g. the Cardholder has not used the Credit Limit for at least 1 (one) year), the Bank has the right to unilaterally reduce the Credit Limit without entering into a respective annex for the amendment of the Agreement. The Bank shall notify the Account Holder of the reduction of the Credit Limit at least 2 (two) months in advance.
2.5 The fixed Credit Limit or User Limits may not be exceeded upon performing Transactions.
2.6 The Account Holder has the right to change the User Limits of the Card pursuant to the procedures established by the Bank during the validity period of the Agreement. Should the Account Holder change the User Limits of the Card pursuant to the procedures established by the Bank, the User Limits of the Card shall be regarded as amended based on the agreement of the parties.
2.7 The Bank has the right to involve third parties for performance of Card Transactions (e.g. other credit institutions, the International Card Organisations, Nets Estonia AS).
2.8 Claims regarding Transactions made with the Card abroad shall be 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 International Card Organisations are subject to the exchange rate set by the International Card Organisation or the bank servicing it. If Card Transactions are transferred to the Bank in a foreign currency, the Bank shall convert the Card Transaction into euros on the basis of the exchange rate quoted by the Bank on the date of the Card Transaction. The Bank has the right to add a conversion fee to the Card Transaction in accordance with the Price List if the Card Transaction was made in a currency other than the euro.
3 Utilisation of the Card

3.1 The Card and PIN are personal and the Card can only be used for Transactions in accordance with the Agreement only by the Cardholder. Should the Account Holder and Cardholder be two different persons, the Account Holder is obliged to present the Card and unopened PIN together with the additional instructions for using the Card and PIN to the Cardholder.

3.2 The Credit Limit can be used as soon as the Agreement has been entered into and the Bank has activated the utilisation of the Credit Limit (e.g. the Card has been handed over to the Cardholder and the Card has been activated).

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 To perform an Transaction with the Card, the cardholder must give his/her consent. The consent shall be considered as given if the Cardholder has signed the receipt; the Card Transaction has been confirmed via entering the PIN; in the case of pre-authorised Card Transactions, the Cardholder has forwarded the data of the Card to the service provider; in the case of Card Transactions online, the data of the Card and/or Security Elements have been entered; the Card Transaction has been confirmed by other means agreed by the parties and/or by means accepted by the Bank.

3.7 Upon making a Card Transaction online, the required Card data includes, for instance, the Card number, the name of the Cardholder, the term of validity of the Card and/or the numerical security code given to the Card (an the back side of the Card).

3.8 Upon making a Card Transaction online, the Security Elements required by the Bank include, for instance, a password, permanent PIN, PIN calculator, digital certificates on a physical data carrier (Mobile-ID, ID-card, Digi-ID) or other Security Elements accepted by the Bank and/or Security Elements of documents confirmed by the legal acts of the Republic of Estonia and the different combinations thereof.

3.9 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 on the data of the identity document.

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

3.11 A Card, the use of which has been suspended, which has been closed, is invalid or otherwise unusable as well as the data thereof may not be used. The Account Holder is obliged to return a closed, invalid or otherwise unusable Card to the Bank immediately or dispose of it in a way that precludes the use of the Card and its electronically and mechanically saved data. Upon disposing of the Card, the magnetic strip, chip and all Card data specified in clause 3.7 must be rendered illegible (e.g. by cutting the Card into pieces).

3.12 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.

3.13 If the Cardholder has consented to a Card Transaction, the Cardholder is not entitled to a refund of the Card Transaction if the Cardholder has the right of recourse in accordance with the rules of the International Card Organisation.

4 Keeping the Card, Card data and Security Elements

4.1 The Cardholder is obligated to keep the Card, Card data and Security Elements with care and do everything necessary to ensure the safety of the Card, Card data and the Security Elements.

4.2 The Cardholder shall immediately notify the Bank upon the loss or theft of the Card, Card data or Security Elements or upon losing the possession of the latter by any other means against his or her will, and provide information regarding the respective circumstances.

4.3 Upon receiving a notification specified in clause 4.2, the Bank shall take any and all measures in order to prevent usage of the Card.

4.4 The Cardholder is obligated to do everything in his/her power to protect the Card from high temperature, mechanical injuries and strong electromagnetic fields, and keep the Card and Card data protected, including keeping it from copying, forgery, alteration, etc.

4.5 The Cardholder must memorise the PIN of the Card and dispose of the PIN on paper provided by the Bank.

4.6 Security Elements, including the PIN, may not be recorded on any data carrier (e.g. the Card) nor be disclosed to any third person (including a family member).

4.7 For security purposes, the Cardholder is obligated to regularly change the PIN, and codes of other Security Elements, passwords and other similar security data.

4.7.1 The Cardholder is obligated to change the PIN as soon as the Bank has informed the Cardholder or Account Holder regarding the necessity of the latter by means specified in the General Conditions of the Bank. The Account Holder is obligated to immediately inform the Cardholder regarding the necessity of changing the PIN.

4.7.2 The PIN cannot be a previously used code or code used for other purposes (including used for other cards, electronic devices, authentication devices, portals, etc.).

4.8 The Bank has the right to refuse the performance of the Card Transaction if the PIN or other Security Element 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.

4.9 In addition to the diligence requirements established in clause 4 of the Agreement, the Account Holder and Cardholder shall review the additional instructions of the Bank on how to protect the Card, Card data and Security Elements (including the PIN). The additional instructions are available in the branches or on the website of the Bank.

5 Initial Annual Percentage Rate

5.1 Upon calculating the Initial Percentage Rate of Charge, the Bank shall rely on the following expenses valid at the time of signing or amending the Agreement, which the Account Holder is obligated to pay to the Bank on the basis of the Agreement:

5.1.1 The Credit Limit agreed in the Agreement;

5.1.2 Fees for opening/issuing/renewing the Card as well as the monthly or annual fee of the Card (an annual fee is divided into equal parts by months);

5.1.3 Any other fee known to the Bank upon entering into the Agreement.

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

5.2.1 The Credit Limit shall be put into use at earliest opportunity and to the full extent, and shall be repaid in full on a monthly basis as a single payment for 12 consecutive months; 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 Upon calculating the Initial Percentage Rate of Charge, the Bank does account for expenses or fees that the Account Holder must pay upon payment for 12 consecutive months; the first repayment shall be made after one month from the date on which the credit was first used;

5.4 If the Credit Limit is used via an ATM in cash, by carrying out Card Transactions abroad or by any means other than the prerequisites specified in clause 5.2, this may result in an Initial Percentage Rate of Charge higher than initially agreed on in the Agreement.
6 Payment obligation

6.1 The Bank shall credit Card Transactions as of the date of performance of the Card Transaction until the repayment of the Credit Limit or until the expiration of the Agreement.

6.2 The Account Holder is obligated to pay to the Bank fees specified in the Price List (fee for opening/issuing/extension of the Card, monthly or annual fee, cash withdrawal fee, etc.), late interest and penalties, and the Bank has the right to debit the aforementioned fees from the Account.

6.3 The Bank shall debit the Account all amounts of Card Transactions carried out in the calendar month preceding the Payment Date and other fees related to Transactions specified in the Price List (cash withdrawal fee, conversion fee, etc.) in one sum on the Payment Date.

6.4 The Bank shall debit the Account with the fee for opening/issuing the Card upon the agreement of the Account Holder with the terms and conditions of the Agreement. The Bank shall debit the Card extension fee on the first Payment Date following the issuing of the new Card. The Bank shall not return the Card opening/issuing/extension fee.

6.5 The Bank shall debit the Account the monthly or annual fee pursuant to the Price List on the Payment Date once a year for the coming year or once a month for the previous month. If the period between the date of entry into the Agreement, and the Payment Date is shorter than 30 (thirty) days, the Bank shall debit the monthly fee on the next Payment Date.

6.6 If there are no sufficient funds on the Account for debiting amounts and fees based on the Agreement, the Bank has the right to debit these amounts and fees after the Payment Date.

6.7 In addition to the fees specified in the Price List, the Bank has the right to debit the Account with additional charges calculated by International Card Organisations for Transactions performed abroad.

6.8 The Account Holder shall ensure that there are sufficient available funds on the Account for debiting amounts of Card Transactions, monthly or annual fees and other fees payable based on the Agreement and specified in the Price List in accordance with the Agreement. Otherwise, it shall be considered that the Account Holder has failed to comply with the payment obligation under the Agreement.

6.9 The Account Holder is obligated to pay the Bank a fee pursuant to the Price List in the following cases:

6.9.1 The Account Holder fails to perform the payment obligation specified in the Agreement;

6.9.2 The Account Holder or Cardholder breaches article 3.11 of the Agreement.

6.10 If the Credit Limit is exceeded, the Account Holder shall pay the Bank late interest on the overdue sum pursuant to the Price List until the full payment of the overdue sum.

6.11 If there are no sufficient funds on the Account for debiting fees payable on the basis of the Agreement or on any other current account of the Account Holder, the Bank shall have the right to immediately suspend the use of the Card by notifying the Account Holder thereof, and begin calculating late interest on the overdue sum as of the Payment Date until the date of full payment of the overdue sum. The Bank shall terminate the suspension of using the Card on the basis of a respective request by the Account Holder as soon as the circumstances constituting the basis for the suspension have been eliminated.

6.12 Upon the expiration of the Agreement, the Account Holder must return the entire used amount of the Credit Limit (including the amounts of all Transactions carried out before the expiration of the Agreement) and pay all fees specified in the Price List and other amounts due by ensuring the repayment of the respective amounts to the Account and/or the existence of available sufficient funds for debiting on the Account. Upon the expiration of the Agreement, the Bank shall debit the aforementioned amounts from the Account: upon the lack of sufficient funds on the Account, the Bank shall debit the respective amounts from other accounts of the Account Holder in the Bank. If there are no sufficient funds on the Account or on other current accounts of the Account Holder in the Bank for debiting the aforementioned amounts, the Account Holder shall pay late interest on the overdue amount pursuant to the Price List until the full repayment of the overdue sum.

6.13 The Bank shall make the Statement available to the Account Holder in electronic form (e.g. via the Teleservices Agreement). If the Account Holder has not entered into a respective agreement with the Bank, the Bank shall submit a Statement on paper or in another agreed manner at the request of the Account Holder.

7 Excess of the Account Holder

7.1 If an unauthorised Transaction has been performed with a lost or stolen Card or Card Data or if the Card or Card Data has been used in any other unjustifiable manner and the Account Holder or Cardholder has failed to keep the personalised Security Elements as required, the Account Holder is liable to the extent of the Excess Limit for all damages caused before the respective notification to the Bank.

7.2 The Excess Limit is the limit per each Card established by the Law of Obligations Act. As at the validity of these conditions, the Excess Limit is 150 euros per each Card.

7.3 The Excess Limit shall not apply and the Account Holder shall be liable for all damages caused before informing the Bank thereof if circumstances precluding the Excess Limit specified in the Law of Obligations Act occur (e.g. if the damage was caused due to the intent, severe negligence or fraud of the Cardholder or the Account Holder).

8 Liability limitation

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

8.2 The Bank shall not bear liability for damages if the Bank has suspended the Card compliant with the Agreement, including if the Bank has, in good faith, suspended the utilisation of the Card pursuant to clause 4.3 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 Transactions and claim possible compensation by submitting a respective Card Transaction claim to the Bank pursuant to the General Conditions of the Bank and additional guidelines specified on the website of the Bank.

9.2 The Account Holder shall verify the correctness of the information specified in the Statement. All complaints related to the Transaction shall immediately be submitted in writing, but no later than within the term specified in the General Conditions of the Bank.

9.3 The Bank shall refund the Transaction amount challenged by the Account Holder or Cardholder to the Account Holder after the Bank has received the corresponding refund, unless specified otherwise by legislation.
10 Amendment of the Agreement

10.1 The Bank has the right to amend the Agreement unilaterally by notifying the Account Holder 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 branches, on its website or in another manner determined by the Bank (e.g. via 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, replacement 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 upon the expiration of the validity specified on the Card (e.g. the use of the Credit Limit, creditworthiness, proper performance of the obligations arising from the Agreement), the Bank shall prepare an automatically renewed Card for the Cardholder and inform the Account Holder respectively. The renewed Card has a new validity period and its number is different from that of the expired Card.

11.3 Upon replacing the Card during the validity period specified on the Card (e.g. the Card has been lost or stolen or if it has left the Cardholder’s possession against his or her will), the Bank shall replace the Card. The replaced Card will have the same validity period as the Card that is being replaced but the number will be different from that being replaced.

11.4 The terms and conditions of the Agreement shall fully apply to the renewed and replaced Card.

11.5 The Bank shall issue the Card by mailing it to the Account Holder at first opportunity to the address specified by the Account Holder or by issuing it at the branch of the Bank. The Bank shall only issue inactive Cards via mail.

11.6 The Bank shall issue the PIN by mailing it to the Account Holder to the address specified by the Account Holder, by issuing it at the branch of the Bank or by any other means agreed between the parties.

11.7 Upon receiving the Card and PIN via mail, the Account Holder is obligated to make sure that neither the Card nor the PIN envelope have been opened or damaged.

11.8 The Account Holder shall activate the Card received by mail via the Internet Bank of the Bank within 30 (thirty) calendar days as of the receipt of the Card, except for if the Card and/or PIN envelope received by mail has been opened or damaged. In the aforementioned case, the Account Holder shall not activate the Card and immediately inform the Bank.

11.9 Should the Account Holder or Cardholder fail to receive the new Card from the Bank within 30 (thirty) calendar days from the Card reaching the branch of the Bank, the Bank shall close and dispose of the Card.

11.10 Should the Account Holder fail to activate the Card received by mail from the Bank within 30 (thirty) calendar days from receiving the Card, the Bank shall close the Card and the Account Holder shall be obligated to return the Card to the Bank or to dispose of the Card in accordance with clause 3.11 of the Agreement.

12 Validity 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 has the right to terminate the Agreement by informing the Bank thereof at least 1 (one) month in advance.

12.3 The Bank has the right to terminate the Agreement at the expiry of the validity period stated on the Card and the Bank shall immediately inform the Account Holder.

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

12.5 The Agreement shall automatically expire upon one of the following circumstances:

12.5.1 Upon closing the Card or the expiration thereof, if the Account Holder does not wish to have the Card or does not accept the Card from the Bank, or if the Account Holder fails to activate the Card sent via mail or if the Bank does not renew the Card;

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

13 Right of withdrawal of the Account Holder

13.1 The Account Holder has the right to withdraw from the Agreement within 14 (fourteen) days as of entry into the Agreement by notifying the Bank thereof in writing.

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 Transactions 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 Bank is entitled to disclose Agreement-related information about the Transaction, the Account Holder and the Cardholder to third parties whose right to receive the information arises from the General Conditions of the Bank and the Principles of Processing Client Data.

14.2 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 entering into the Agreement, all disputes arising from the Agreement shall be resolved in Estonian courts.

14.3 Should the Account Holder or Cardholder be two different persons, the Account Holder is obligated to present the Agreement, including the General Conditions of the Bank and Principles of Processing Client Data to the Cardholder for review, while remaining to be independently liable for fulfilling the obligations under the Agreement.

14.4 By entering into the Agreement, the Account Holder confirms that he/she surrenders to the Bank all and any claims against thirds persons related to the amounts reimbursed to the Account Holder by the Bank on the basis of the Agreement.
14.5 The General Conditions of the Bank and the Principles of Processing Client Data shall apply in all other respects. The Account Holder confirms that he/she has reviewed the aforementioned documents and agrees with the rights, obligations and liability established by the latter.

14.6 The Account Holder confirms that he/she has reviewed the Standard European Consumer Credit Information and the additional pre-contractual information, has understood the aforementioned information and agrees with it.