Terms and conditions of the agreement on the usage of debit card
Valid from 01.06.2018

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 the Cardholder to perform Transactions pursuant to the procedures specified by the Bank. The Card may be connected to a smart device, in which case this is a Digitized Card.

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 Account is the current account connected to the Card and opened in the Bank by the Account Holder.

1.6 Account Holder is a legal or natural person, to whose current account the Card is connected.

1.7 Agreement is the agreement on the usage of debit card and the terms and conditions of the agreement on the usage of a debit card, 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.).

1.8 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.

1.9 Bank is Swedbank AS.

1.10 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.

1.11 International Card Organisation is MasterCard International, Maestro International or VISA International Service Association.

1.12 Terminal is an ATM, a payment terminal or another system through which the Cardholder can perform the Transaction with the Card.

1.13 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.

1.14 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.

2. Transactions

2.1 The Cardholder has the right to perform Transactions with the Card only within the User Limits established in the Agreement and to the extent of the available funds on the Account.

2.2 The Bank has the right to establish the minimum and maximum amount for User Limits and Transactions.

2.3 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.

2.4 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).

2.5 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 an International Card Organisation are subject to the exchange rate set by the International Card Organisation or the bank servicing it. If Card Transactions are sent 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 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. Usage 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 obligated to present the Card and unopened PIN together with the additional instructions for using the Card and PIN to the Cardholder.

3.2 The Cardholder shall write his or her signature on the back of the Card upon receipt of the Card.

3.3 The Card can be used only in Terminals bearing the logo of the corresponding Card.

3.4 The Cardholder shall not use the Card for illegal or other activities or in a manner that may harm the Bank or third parties.

3.5 To perform a 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 Transaction has been confirmed via entering the PIN; the Cardholder has made a contactless payment with the Card or Digitized Card; in the case of pre-authorised Transactions, the Cardholder has forwarded the data of the Card to the service provider; in the case of Transactions online, the data of the Card and/or Security Elements have been entered; the Transaction has been confirmed by other means agreed by the Parties and/or by means accepted by the Bank.

3.6 Upon carrying out 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 the numerical security code given to the Card (on the back side of the Card).

3.7 Upon making a Card Transaction online, the Security Elements required by the Bank include, for instance Smart-ID, digital certificates on a physical data carrier (Mobile-ID, ID-card) 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.

3.8 If the Cardholder has consented to an Transaction, the Cardholder is not entitled to a refund of the Transaction, unless the person who provided the respective service consents to the refund of the Transaction or if the Cardholder has the right of recourse in accordance with the rules of the International Card Organisation.

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 and the data thereof, the use of which has been suspended, which has been closed, is invalid or otherwise unusable may not be used. The Account Holder is obligated to dispose of a closed, invalid or otherwise unusable Card 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 3.6 must be rendered illegible (e.g. by cutting the Card into pieces).

3.12 For security reasons, the person servicing the Card (e.g. salesperson) and the Bank have the right to refuse the servicing of the Card Transaction or retain the Card, including 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. Keeping the Card, Card data and Security Elements

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

4.2 The Cardholder shall immediately notify the Bank upon the loss or theft of the Card, smart device connected to 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 of the Agreement, the Bank shall take any and all measures in order to prevent usage of the Card.

4.4 The Cardholder shall protect the smart device connected to the Card with a security code or any other security measure (hereinafter jointly the Security Code) and keep the device and Security Code with care, doing everything necessary to maintain the secrecy of the Security Code. The Cardholder shall change the Security Code or immediately notify the Bank if the Security Code has been learned by a third party (parties) against his or her will or if there is such a risk.

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

4.6 Security Elements, including the PIN and Security Code, may not be recorded on any data carrier (e.g. the Card) nor be disclosed to any third party (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 immediately 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 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.

4.9 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. Payment obligation

5.1 The Bank has the right to debit the Account with all amounts of Card Transactions and service fees specified in the Price List (e.g. the monthly fee, etc.) as well as with late interest and penalties.

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

5.3 The Bank debits the Account with the Transaction amount and fees on the date of receipt of the Transaction by the Bank. The Bank debits the monthly fee once a month for the current month.

5.4 The Bank shall have the right to debit the Account with the amounts of Transactions, fees specified in the Price List, additional fees, late interest and penalties calculated by International Card Organisations on any other dates specified by the Bank.

5.5 When a payment with the Card is initiated, the Bank has the right to reserve an amount of money that is greater than the final Transaction amount in the Account in order to perform the Transaction if the exact amount of the payment is unknown during the authorisation of the payment. The amount that has been reserved excessively will be released after the final confirmation of the amount.
5.6 The Account Holder shall ensure that there are enough funds on the Account for debiting the above amounts. If there are no sufficient funds on the Account for debiting the aforementioned amounts, the Bank shall have the right to debit the respective amounts from any other current accounts of the Account Holder in the Bank.

5.7 If there are not enough funds on the Account, the Bank shall calculate the late interest specified in the Price List on the overdue amount. Calculation of the late interest shall end on the day when the sums payable are paid in full.

5.8 If the Account Holder fails to perform the payment obligation set forth in section 5 of the Agreement, the Bank shall have the right to suspend usage of the Card until full performance of the payment obligation. 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.

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

5.10 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.

6. Excess of the Account Holder

6.1 If an unauthorised Transaction has been performed with a lost or stolen Card or if the Card has been used in any other unjustifiable manner, the Account Holder is liable to the extent of the Excess Limit for all damages caused before the respective notification to the Bank.

6.2 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 50 euros per each Card.

6.3 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).

7. Limitation of liability

7.1 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.

7.2 The Bank shall not bear liability for damages if the Bank has suspended the use of 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.

8. Disputes

8.1 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.

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

8.3 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.

9. Amendment of the Agreement

9.1 The Bank has the right to amend the Agreement unilaterally by notifying the Account Holder who is a private person 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 and the Account Holder who is a legal person 1 (one) month in advance. The Cardholder and/or Account Holder can access the terms and conditions of the amended Agreement in the branches of the Bank, on its website or in another manner determined by the Bank (e.g. via mass media).
9.2 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 9.1 of the Agreement.

9.3 If the Account Holder has not cancelled the Agreement within the term specified in clause 9.1 of the Agreement, it shall be considered that the Account Holder has consented to the amendments.

10. Card validity and issuing a renewed Card
10.1 The Card shall be valid until the last day of the month (included) indicated on the Card.

10.2 If the Account Holder and Cardholder are in conformity with the terms and conditions established by the Bank upon the expiration of the validity specified on the Card, 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.

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

10.4 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.

10.5 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 (except upon renewal of the Card).

10.6 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.

10.7 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. To make contactless payments, the renewed or replaced Card must be re-digitized in the smart device.

10.8 Should the Account Holder or Cardholder fail to receive the 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.

10.9 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 dispose of the Card in accordance with clause 3.11 of the Agreement.

11. Validity of the Agreement
11.1 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.

11.2 The Account Holder is entitled to cancel the Agreement unilaterally by informing the Bank thereof.

11.3 The Bank has the right to cancel the Agreement on an ordinary basis by notifying the Account Holder who is a private person thereof 2 (two) months in advance and the Account Holder who is a legal person 1 (one) month in advance.

11.4 The Bank has the right to cancel the Agreement immediately with good reason (see the General Conditions of the Bank). The Bank also has the right to immediately terminate the Agreement in the following cases:

11.4.1 The Account Holder, Cardholder or the Bank has suspended the use of the Card in accordance with the Agreement and the use of the Card has been suspended for over 10 (ten) calendar days;

11.4.2 No Transactions have been made with the Card for at least 6 (six) consecutive months.

11.5 The Agreement shall expire automatically upon the expiration or closing of the Card, 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. General
12.1 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 Principles of Processing Client Data.

12.2 Should the Account Holder and 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 reviewing, while remaining to be independently liable for fulfilling the obligations under the Agreement.

12.3 By entering into the Agreement, the Account Holder confirms that he/she surrenders to the Bank all and any claims against third parties related to the amounts reimbursed to the Account Holder by the Bank on the basis of the Agreement.

12.4 The General Conditions of the Bank, the Principles of Processing Client Data and the Terms and Conditions of the Current Account Agreement shall apply in all other respects. In the case of contradictions between these conditions and the Terms and Conditions of the Current Account Agreement, these conditions shall be regarded as primary. The Account Holder confirms that he/she has reviewed and agrees with the aforementioned documents.