1. DEFINITIONS
1.1 Price List is the price list of the Bank.
1.2 Cardholder is a natural person who meets the requirements of the Bank and who has been granted the use of the Card on the basis of an application of the Account Holder by the Bank.
1.3 Card is an electronic means of payment belonging to the Bank, with which the Cardholder can perform the Operations pursuant to the procedure established by the Bank.
1.4 Account is a current account connected to the Card and opened in the Bank by the Account Holder.
1.5 Account Holder is a legal or natural person, whose current account in the Bank the Card is connected to.
1.6 Agreement is this Card Usage Agreement.
1.7 Limit is a limit amount in Estonian kroons to the extent of which the Cardholder can perform Operations per day, week or month.
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 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.
1.9 Bank is public limited company 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 self-service terminal or another system through which the Cardholder can perform the Operation.
1.13 Operation is usage of the funds available on the Account in Estonian kroons for money transmission, cash withdrawal, payment for goods/services and receipt of information with the help of the Card or another operation related to the Card.

2. OPERATIONS
2.1 The Cardholder shall perform Operations with the Card within the Limits set forth in the Agreement.
2.2 The Account Holder has the right to apply to the Bank for changing the Limits to the extent and pursuant to the procedure established by the Bank.
2.3 In justified events (e.g. for performance of a cash Operation where the Card’s effective Limit is lower than the note issued from an ATM) the Bank may change (increase or decrease) the Limits unilaterally without entering into the respective annex for amendment of the Agreement. The Bank shall notify the Account Holder or the Cardholder of changing the Credit Limit at least 2 (two) months in advance.
2.4 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).

3. USAGE OF THE CARD
3.1 Only the Cardholder may perform Operations with the Card.
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 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 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.
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 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 service the Card or confiscate the Card for security purposes.

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 For security purposes the Cardholder shall change the PIN from time to time. Unless otherwise specified by the Bank, the Cardholder can determine the frequency of changing the PIN.
4.6 The Cardholder shall memorise the PIN, destroy the PIN envelope and its contents and may not record the PIN on any data medium (e.g. the Card).
4.7 The Bank has the right to refuse to perform the Operation or confiscate the Card if the Card or the PIN has been used incorrectly or if the Bank 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 Cardholder can examine the additional instructions in Bank branches or on the Bank’s website.

5. PAYMENT OBLIGATION
5.1 The Bank has the right to debit the Account with all amounts of Card Operations and service charges specified in the Price List (e.g. the monthly maintenance fee, etc.) as well as with default interest and penalties. 5.2 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.
5.3 The Bank debits the Account with the Operation amount and fees on the date of receipt of the Operation 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 Operation amount and service charges, default interest and penalties specified in the Price List also on other dates specified by the Bank.
5.5 The Account Holder shall ensure that there are enough funds on the Account for debiting the above amounts.
5.6 If there are not enough funds on the Account, the Bank shall calculate the default interest specified in the Price List on the overdue amount. Calculation of the default interest shall end on the day when the sums payable have been paid in full.
5.7 The payment claims of the International Card Organisations for Card Operations performed abroad shall be received by the Bank as converted into Estonian kroons. The conversion rate shall be determined by the International Card Organisation on the date of sending the Operation to the Bank.
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.
5.9 The Client receives information on the Operations performed in the Account statement.

6. LIMITATION OF LIABILITY
6.1 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.
6.2 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.

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 for all damage caused until notifying the Bank thereof. However, the Account Holder’s liability is confined to the Excess Limit.
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. DISPUTES
8.1 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.
8.2 The Account Holder shall verify the correctness of the information specified in the Statement and 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.
8.3 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.

9. AMENDMENT OF THE AGREEMENT
9.1 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).
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 ISSUANCE OF A NEW 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 the Cardholder are in conformity with the terms and conditions established by the Bank, the Bank shall prepare a new Card before expiry of the Card.
10.3 The number of the new Card may be different from that of the expired Card.
10.4 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.
10.5 If the Account Holder and the Cardholder are not the same person, the Account Holder shall hand over the new Card to the Cardholder.
10.6 If the Cardholder does not accept the Card from
the Bank within 2 (two) months as of preparation of the new Card, the Card shall be destroyed.

11. TERM 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 parties have the right to terminate the Agreement by mutual agreement at any time.
11.3 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.
11.4 The Bank has the right to cancel the Agreement by informing the Account Holder thereof 2 (two) months in advance.
11.5 A party has the right to cancel the Agreement immediately with good reason by notifying the other party thereof.
11.6 The Agreement shall terminate if:
11.6.1 the Card is closed or expires and/or the Cardholder does not accept the new Card from the Bank (incl. in the events specified in clauses 10.4 and 10.6 of the Agreement);
11.6.2 the Account Holder or the Cardholder has suspended the use of the Card and the use of the Card has been suspended for over 10 (ten) calendar days.
11.7 The Bank has the right to cancel the Agreement if no Operations have been made with the Card for no less than 6 (six) consecutive months.
11.8 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.

12. GENERAL
12.1 The Bank is entitled to disclose Agreement-related information about the Operation, the Card, the Account Holder and the Cardholder to third parties whose right to receive the information arises from the General Conditions of the Bank and Principles of Processing Client Data in the Estonian Companies of Swedbank.
12.2 The Account Holder shall give the Agreement, the General Conditions of the Bank and Principles of Processing Client Data in the Estonian Companies of Swedbank to the Cardholder for examination and make sure that the Cardholder performs his or her obligations.
12.3 The General Conditions of the Bank, Principles of Processing Client Data in the Estonian Companies of Swedbank and current account conditions shall apply in all other respects. The Account Holder confirms that these are familiar and agrees with them.