3. OPERATIONS

and from the consent of the Bank to credit the overdraft from the Bank for performing the Operations from the desire of the Account Holder to receive

2. PURPOSE OF THE AGREEMENT

The parties have entered into the Agreement proceeding from the desire of the Account Holder to receive overdraft from the Bank for performing the Operations and from the consent of the Bank to credit the Operations for a charge.

3. OPERATIONS

The Bank shall credit the Card Operations as of the date of performance of the Operation.

2. PURPOSE OF THE AGREEMENT

1.1 Current Account is a current account of the Account Holder in the Bank.
1.2 Interest is a fee specified in the Price List of the Bank payable to the Bank by the Account Holder for use of the Credit Limit calculated on an annual basis.
1.3 Price List is the price list of the Bank.
1.4 Cardholder is a natural person who has been granted the use of the Card on the basis of an application of the Account Holder.
1.5 Card is an electronic means of payment specified in the Agreement, which can be used for the performance of Operations.
1.6 Used Credit Limit is an amount of money out of the Credit Limit, which consists of the Operations, the debited Interest and the service charges.
1.7 Credit Limit is the maximum amount in Estonian kroons to the extent of which the Cardholder can go in to the red with the Limit Account when performing Card Operations. Cards connected to one Limit Account use the same Credit Limit.
1.8 Limit Account is an account that is connected to the Card and the Credit Limit of which can be used.
1.9 Agreement is this Agreement on Use of Fixed-payment credit Card.
1.10 Payment Date is a date specified in the Agreement on which the Bank debits the Current Account and the Limit Account to the extent of payments (incl. the Fixed-Payment) specified in the Agreement.
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 PIN is a secret personal identification number given to the Account Holder or the Cardholder with the help of which the Cardholder is identified.
1.13 Fixed-Payment is a sum agreed between the Bank and the Account Holder upon entry into the Agreement, to the extent of which the Account Holder must repay the Used Credit Limit to the Bank on a monthly basis.
1.14 International Card Organisation is Europay International or MasterCard International.
1.15 Terminal is an ATM, a self-service terminal or another system through which the Cardholder can perform the Operation.
1.16 Operation is payment for goods or services through the corresponding Terminal, withdrawal of cash with the Card or another operation related to the Card.
1.17 Statement is a document that contains information about the Limit Account (incl. the Operations).
6.3 The Bank shall calculate the Interest on the Used Credit Limit.
6.5 The Bank has the right to debit the Limit Account with fees specified in the Price List (e.g. Card issue/extension fee, maintenance fee, cash withdrawal fee, etc.), default interest, penalties.
6.6 The Bank debits the Account with the maintenance 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.
6.7 The Bank debits the Account with the maintenance fee pursuant to the price list either once a year for the previous year or once a month for the previous 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 less than 30 (thirty) days, the Bank shall debit the maintenance fee on the next Payment Date.
6.8 The Used Credit Limit is increased by the debited Interest and service charges, increasing thereby the Account Holder’s monetary obligation before the Bank.
6.9 The Account Holder shall repay the Used Credit Limit to the Bank in the amount of the Fixed-Payment on each Payment Date on the conditions provided in the Agreement. Making payments to the Limit Account shall not be regarded as settlement of Fixed-Payments.
6.10 The Bank shall debit the Current Account to the extent of the Fixed-Payment amount on the Payment Date and transfer the amount to the Limit Account.
6.11 If there are not sufficient funds on the Current Account for debiting the Fixed-Payment, the Bank is also entitled to debit the Fixed-Payment after the Payment Date.
6.12 If the Bank is unable to debit the Current Account in conformity with clause 6.10 of the Agreement due to lack of funds, it shall be considered that the Account Holder has failed to perform the payment obligation specified in clause 6.9 of the Agreement and the Bank has the right to suspend the use 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.
6.13 If the Cardholder has not used the Credit Limit or if the entire Used Credit Limit has been transferred back to the Limit Account, the Bank shall not debit the Current Account with the Fixed-Payment.
6.14 If the Fixed-Payment exceeds the Used Credit Limit, the Bank shall debit the Current Account with the amount of the Used Credit Limit.
6.15 If the Used Credit Limit exceeds the Fixed-Payment, the Bank shall debit the amount exceeding the Fixed-Payment on the next Payment Date(s) until the Used Credit Limit is repaid to the Bank.
6.16 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

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. LIABILITY
8.1 The Bank shall not bear liability for third parties involved in the performance of the Operations, the goods or services paid for with the Card or instances where 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, blocked the use of the Card pursuant to clause 5.4 of the Agreement on the basis of an incorrect notice.
8.3 If the Credit Limit is exceeded with the Card, the Account Holder shall pay the Bank default interest on the debt pursuant to the Price List.
8.4 The Account Holder shall the Bank a fee pursuant to the Price List:
8.4.1 if the Account Holder fails to perform the payment obligation provided in clause 6.7 of the Agreement within 35 (thirty-five) days as of the Payment Date;
8.4.2 if the Cardholder violates clause 4.7 of the Agreement.

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.
9.2 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.
9.3 The Bank shall refund the Operation amount challenged by the Account Holder to the Account Holder only 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 calendar 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 may be different from that of the invalid one.
11.4 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 at the moment the parties to the Agreement have consented to its terms and conditions and remain in force for an unspecified period.
12.2 The parties to the Agreement are entitled to terminate the Agreement at any time by agreement of the parties.
12.3 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.
12.4 The Bank has the right to cancel the Agreement by informing the Account Holder thereof 2 (two) months in advance.
12.5 A party has the right to cancel the Agreement immediately with good reason by notifying the other party thereof.
12.6 The Agreement shall terminate upon closure of the Card or expiry of the validity of the Card and/or if 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 11.4.
12.7 The Bank has the right to debit any current account of the Account Holder with any amounts payable for any Operation performed before the expiry of the Agreement, Interest as well as charges and other payables (default interest, penalties) as specified in the Price List. The Bank closes the Limit Account upon termination of the Agreement, but not before the Credit Limit has been repaid to the Bank in full.
12.8 Upon termination of the Agreement the Bank transfers the positive balance of the Limit Account to the Account.

13. ACCOUNT HOLDER’S RIGHT OF WITHDRAWAL
13.1 The Account Holder may withdraw from the Agreement within 14 (fourteen) days after entry into the Agreement by notifying the Bank thereof in writing at the address specified in the Agreement.
13.2 If the Account Holder uses the right of withdrawal provided in clause 13.1 of the Agreement, the Account Holder shall have to refund the amounts of the Operations, the charges and the Interest to the Bank and return the Card within 2 (two) weeks after
presenting the withdrawal notice to the Bank. Otherwise the Account Holder shall be deemed as not having withdrawn from the Agreement.

14. GENERAL
14.1 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.
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 entry into the Agreement, all disputes arising from the Agreement shall be resolved in Estonian courts.
14.3 If the parties fail to come to an agreement upon resolution of disputes related to the Agreement, the dispute shall be resolved by a court of the location of the place of entry into the Agreement.
14.4 The Account Holder shall provide the Cardholder with the Agreement, the General Conditions of the Bank and Principles of Processing Client Data in the Estonian Companies of Swedbank for examination.
14.5 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.