1. DEFINITIONS
1.1 Current Account is a current account of the Account Holder opened in the Bank.
1.2 Interest is a fee specified in the Price List payable to the Bank by the Account Holder for use of the Credit Limit calculated on an annual basis. The Interest is calculated on the basis of the actual number of days in a calendar month and a 360-day year.
1.3 Price List is the price list of the Bank.
1.4 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.
1.5 Card is a credit card of the International Card Organisation stipulated in the Agreement, with which one can perform the Operations pursuant to the procedure specified by the Bank.
1.6 Credit Limit is the maximum amount in euros to the extent of which the Cardholder can perform Card Operations exceeding the Limit Account (go in to the red with the Limit Account). All Cards connected to one Limit Account use the same Credit Limit.
1.7 Limit Account is an account that is connected to the Card, where the Credit Limit can be used and repaid.
1.8 Agreement is this Card Usage Agreement.
1.9 Payment Date is the date specified in the Agreement on which the Bank debits the Current Account with the monthly Interest and maintenance fee payable.
1.10 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.
1.11 Bank is public limited company Swedbank AS.
1.12 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.
1.13 International Card Organisation is MasterCard International or VISA International Service Association.
1.14 Terminal is an ATM, a self-service terminal or another system through which the Cardholder can perform the Operation.
1.15 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.
1.17 Statement is a document that contains information about the Limit Account (incl. the Operations).

2. OPERATIONS
2.1 The Bank reserves the right to establish the Credit Limit of the Card and minimum and maximum Operation amounts.
2.2 The Account Holder has the right to apply to the Bank for changing the Credit Limit to the extent and pursuant to the procedure established by the Bank.
2.3 By agreement of the Parties the Bank may change (raise or reduce) the Credit Limit temporarily or for an unspecified period without making a new annex with regard to the amendment of the Agreement. All terms and conditions provided in the Agreement shall apply to the changed Credit Limit.

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 in performing Operations, unless the available funds of the Limit Account are used for performing the 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 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.
3.5.1 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).
3.6 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.
3.7 For security purposes, the Bank has the right to close the Card, notifying the Cardholder or the Account Holder thereof.
3.8 A suspended, closed or invalid Card may not be used.
3.9 The Card is the property of the Bank. The Cardholder shall return a closed, invalid or otherwise unusable Card to the Bank immediately.
3.10 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.
3.11 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 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.
3.12 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 immediately 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 to perform the Operation 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 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 The Cardholder can examine the additional instructions to the Account Holder or Cardholder along with the Card.

5. CALCULATION OF INTEREST AND PAYMENT OBLIGATION
5.1 The Bank shall credit the Operations performed with the Card as of the date of performance of the Operation until accrual of the amount of the Operation to the Limit Account or until expiry or termination of the Agreement.
5.2 The Account Holder or a third party has the right to make money transmissions or cash payments to the Limit Account at any time and in any amount. Amounts accruing to the Limit Account in a foreign currency shall be converted into euros on the basis of the rate determined by the Bank. The Bank shall not pay any interest on the positive balance of the Limit Account. The used Credit Limit shall be released for new Operations to the extent of the amount accruing to the Limit Account.
5.3 The Client is obliged to pay the Bank the fees (e.g. Card issue/extension fee, maintenance fee, cash withdrawal fee, etc.), default interest, penalties.
5.4 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.
5.5 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.
5.6 The Bank shall calculate the Interest on the used Credit Limit on the daily basis.
5.7 When the Card is used to pay for goods or services, the Bank shall not calculate Interest for 30 (thirty) calendar days (40 calendar days in the event of a Gold Card) after the relevant Operation was made.
5.8 The Bank debits the Current Account with the Interest on the Payment Date. The last Interest shall be paid on the date of expiry of the Agreement.
5.9 The Account Holder shall ensure that there are enough funds on the Current Account for debiting the Interest and maintenance fee on the Payment Date.
5.10 The Bank has the right to debit the Limit Account or any Current Account of the Client with all the debts related to the Card (including fees, penalties and default interest specified in the Price List).
5.11 Besides the service charges specified in the Price List, the Bank has the right to debit the Current Account or the Limit Account with additional charges calculated by the International Card Organisations for Operations performed abroad.
5.12 The Bank makes the Statement available to the Account Holder in the Internet bank if the Account Holder has a Teleservices Agreement; if the Account Holder does not have a Teleservices Agreement, the Bank shall send the Statement to the Account Holder on paper.

6. LIABILITY OF THE ACCOUNT HOLDER
6.1 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.
6.2 The Excess Limit is 150 euros for each card.
6.3 The Excess Limit shall not be applied if the damage was caused Payment 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.
6.4 If the amount of the used Credit Limit is not available on the Limit Account on the date of expiry of the Agreement or if the Credit Limit is exceeded with the Card, the Account Holder shall pay default interest on the debt pursuant to the Price List. Calculation of the default interest shall end on the day when the sums payable are paid in full.
6.5 The account holder must pay the Bank a fee pursuant to the Price List:
6.5.1 If the Account Holder fails to perform the payment obligation provided in clause 5.7 of the Agreement within 60 (sixty) days as of the Payment date;
6.5.2 If the Cardholder violates clause 3.8 of the Agreement;

7. LIMITATION OF LIABILITY
7.1 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.

7.2 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.

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 (see section 10 of the General Conditions of the Bank).

8.2 The Account Holder is obliged to check the correctness of Operations 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 PREPARATION 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 (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.

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

10.4 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.

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

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

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

11.5 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 10.4.

11.6 The Bank has the right to debit the Current 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. 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.

11.7 Upon termination of the Agreement the Bank transfers the positive balance of the Limit Account to the Account.

12. ACCOUNT HOLDER’S RIGHT OF WITHDRAWAL
12.1 If the Account Holder is a consumer, he or she 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.

12.2 If the Account Holder uses the right of withdrawal stipulated in clause 12.1 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 30 (thirty) days as of presentation of the withdrawal notice to the Bank. Otherwise the Account Holder shall not be deemed as having withdrawn from the Agreement.

13. GENERAL
13.1 The Bank is entitled to disclose Agreement-related information about the Operation, 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.

13.2 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.

13.3 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.

13.4 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.