

1. Definitions used in the Terms and Conditions

Confirmation – the Bank's written notification of the activation of the Card to the Customer, if the Card is received at the Bank's branch.

Calculation period – the period of time during which the Bank aggregates the information about Transaction carried out with the Card. The duration of the Calculation period shall be one calendar month.

Image terms and conditions – the terms to be complied with when selecting the image (picture) and/or designing a picture for Your Style card.

Bank – AS "SEB banka", registration number 40003151743.

ATM (automated teller machine) – technical equipment for withdrawing or depositing cash from/into the Account with the Card, as well as for ensuring other services offered by the Bank, using the Card.

Transaction – using of the Card to pay for goods and services, withdraw cash at banks or ATMs, deposit cash at ATMs, as well as for other transactions carried out with the Card.

Transaction limit – the maximum amount of cash that can be withdrawn from or deposited into the ATMs and with the Card (including cards with the contactless payment functionality and digital Cards) for a single transaction or for the transactions carried out during a specified period, the amount of which may be provided for in the Agreement, the Price List, regulations of the International Card organizations, within the Card scheme or laws and regulations.

Transaction amount – a sum in such currency and amount used by the Customer in the Transaction with the Card.

Card – Card – a payment card issued by the Bank (including digital version of the Card in a mobile device) for carrying out Transactions, using the Credit limit and the Customer's own funds available in the Account.

Card replacement – making of a new Card in the event of the loss, theft, or mechanical damage of the Card or a fraudulent use thereof, by assigning a new number to the Card.

Card renewal – making of a new Card after expiration of its validity term, changing the Card number and validity term, while keeping the previous PIN.

Card renewal before expiration of its validity term – renewing of the Card, if there is less than one year is left before expiration of the validity term of the Card, by assigning a new number, PIN, and validity term to the Card.

Card suspension – suspending of the validity (blocking) of the Card for a specified period or in full at the initiative of the Customer, the Cardholder or the Bank.

Card data – the type of the Card, the Cardholder information specified on the Card, the number and validity term of the Card, and the authentication code on the signature strip.

Cardholder – the Customer or a private person authorised by the Customer to whom the Bank issues the Card based on the Application.

Customer – a private person who has entered into the Agreement with the Bank under these Terms and Conditions.

Account – a current account opened for the Customer with the Bank, the funds credited to which are used for Transactions and for deducting of the Bank's commissions for the Card maintenance and other charges related to the Card.

Agreement – the agreement entered into between the Bank and the Customer for the issuance and use of Cards. The Agreement consists of the general provisions of the Agreement, the Terms and Conditions, the Price List, the Credit Transfer Terms and Conditions, and the Bank's General Business Terms and Conditions, and the Data Processing Terms and Conditions.

Unauthorised transaction – a Transaction for the execution of which the Customer has not given their consent (has not authorised the Transaction) under Section 5 hereof.

Settlement amount – the Transaction amount in the currency as received by the Bank from international payment data processing organisations. The currency of the Settlement amount may differ from that of the Transaction amount. If the currency of the Settlement amount differs from the currency of the Account, the Bank shall convert the currency into the Account currency.

Terms and conditions – these Payment Card Terms and Conditions approved by the Bank prescribing the procedure for the issuance and use of Cards at the Bank.

Overdraft – a short-term loan issued to the Customer by the Bank for making payments for the Customer's Transactions from the Account the value of which exceeds the balance on the Account.

Supplemental security system – the payment security system for online purchases, in which the Customer or Cardholder uses the Personalised authentication data specified by the Bank for the confirmation of Transactions.

Personalised authentication data – personalised authentication (identification) elements (such as a PIN, Supplemental security system, means of authentication/authorization set by the mobile application of the Bank for the digitalised version of the Card), specified by the Bank, used to identify Customer and/or Transaction carried out by Customer.

Authentication – the procedure enabling the Bank to verify the Customer's identity or the validity of use of the Card data, including the personalised authentication data.

Authorisation of transactions – the Customer's consent to carrying out the Transaction, using Personalised authentication data, the handwritten signature or some other kind agreed upon by the Bank and the Customer.

PIN – a four-digit code automatically generated by a special software, which can be changed by the Customer to another four-digit code of their choice at the Bank's ATM. In certain Transactions, PIN replaces the Customer's signature.

Reserved amount – the amount of the carried out Transaction, which has not been debited to the Account yet, due to it being processed.

International Card organization – an international organization that supports the issuing of cards according to uniform standards throughout the world (such as Mastercard Worldwide, and VISA International).

Merchant – merchants that accept the Card in payment for goods and services at their points of sale.

The explanation of the definitions used in these Terms and Conditions but not explained herein is available in the Bank's General Business Terms and Conditions, the Credit Transfer Terms and Conditions, and/or other agreements for services entered into by and between the Bank and the Customer.

2. General principles

2.1. The Card is a payment instrument (including digital version of the Card in a mobile device) used by the Cardholder to engage in Transactions within the limits of the funds available in his/her current account and the permitted Transaction limits. For the issuance, use and maintaining of the Card, the Customer shall pay the fee specified in the Price List.

2.2. The issuance and use of Cards at the Bank takes place in accordance with the effective Terms and Conditions approved by the Bank and subject to the requirements set forth by the International Card organizations. Each new version of the Terms and Conditions shall replace the previous version of the Terms and Conditions.

2.3. The legal relationship between the parties shall be governed by the Bank's General Business Terms and Conditions, the Data Processing Terms and Conditions, the Current Account Terms and Conditions, the Price List, the Credit Transfer Terms and Conditions, the Data Questionnaire for Private Persons, and the terms and conditions of other Bank's services as well as the laws and regulations of the Republic of Latvia. In case of conflicts or discrepancies between the Bank's General Business Terms and Conditions and the Terms and Conditions of the Agreement, the Parties agree to follow these Terms and Conditions. When using digital versions of the Card in a mobile device, the Customer and the Cardholder is also subject to the provisions of the Internet Bank agreement of the Bank for private persons and annex thereto "Mobile Application Terms and Conditions".

2.4. The Customer may receive information and/or consultations regarding the use of the Card, the changing of their PIN, and Transactions at any of the Bank's Customer Service Centres or by calling the 27/4 hotline of the Bank's Customer Centre +371 2666 8777 (chargeable calls).

2.5. Communication with the Customer or the Cardholder can occur by calling the number of the Customer or the Cardholder registered by the Bank or making contact in another way, as agreed between the Customer /Cardholder and the Bank.

2.6. The Bank has the right to introduce and withdraw additional Card-related services, setting the commission fee for such services in accordance with the Price List. The Bank has the right, without getting the approval from the Customer, to launch additional Card-related services or cease to provide such additional services.

3. Entering into the Agreement

3.1. The Customer shall submit to the Bank (including Internet Bank or in another manner offered and ensured by the Bank) a completed and signed (including under the procedure prescribed in the Internet Bank Terms and Conditions/General Business Terms and Conditions) Card Agreement and other documents as may be requested by the Bank.

3.2. Before entering into the Agreement, the Bank has the right to verify the information provided by the Customer and request additional information from the competent public authorities under the procedure prescribed under the procedure and to the extent provided for in the laws and regulations of the Republic of Latvia.

3.3. The Bank may refuse to enter into the Agreement and issue the Card, without giving the reasons for the refusal.

3.4. In the event of entering of the Agreement the Bank issues the Card to the Cardholder.

3.5. The Agreement shall come into force upon signing of the Agreement by both the Parties, however, in the event that the Agreement is entered into remotely, the Customer commissions the Bank to make the Card.

3.6. The Bank does not assume any liability for compliance of the design of Your Style card, the design created by the Customer for the Image terms and conditions.

3.7. Applying for Your Style card, the Customer shall comply with the Image terms and conditions.

3.8. These Terms and Conditions shall become binding upon the Cardholder other than the Customer as of the moment when the Cardholder has received the Card and confirmed receipt of it under the procedure provided for in the Agreement. The Customer has a duty to ensure that the Cardholder familiarised himself with the Terms and Conditions and follow them.

4. Issuing of the Card

4.1. The issuance of the Card is:

4.1.1. Transferring of the Card to the Cardholder and activation thereof at the Bank branch, subject to signing by the Cardholder and the Bank of the Confirmation of receipt of the Card.

4.1.2. Sending of the Card by post or by the courier service:

4.1.2.1. The Customer will be required to activate the renewed Card through the Internet Bank, the Bank's ATM or calling the Bank's Customer Centre, or acting in another manner proposed and ensured by the Bank;

4.1.2.2. The Customer will be required to activate a new card on the Internet Bank or in any other manner offered and ensured by the Bank.

4.1.3. Transferring of the Card to the Cardholder in another manner agreed upon by the Bank and the Customer.

4.2. The Bank may set restrictions for Transactions for the Cardholders, with which the Cardholder can familiarise themselves at the Bank's branches, through the Internet Bank, or on the Bank's website www.seb.lv.

4.3. The Customer may enter into the agreement for linking several cards to the Account, he/she may also designate several Cardholders, if the relevant Cardholders (private persons) have been identified by the Bank under the Bank's procedures.

4.4. The Card is the Bank's property transferred into use to the Cardholder.

4.5. Upon receiving the Card, the Customer must sign it.

4.6. If a new Card is being issued at the Bank's branch, the Card is issued with a closed envelope containing the PIN code. If the Card holder receives the Card by mail or courier, the PIN code is available to the Card user also in the Internet bank, and the Card holder can re-view the PIN code in the Internet bank up to four (4) times.

For a renewed Card, the previous PIN code can be used, and in this case, when receiving the Card at the Bank's branch, an envelope with a PIN code will not be reissued.

4.7. The Cardholder may change the PIN code at the Bank's ATM.

4.8. To start using the Card's contactless payment functionality, the first Card transaction must be carried out at the Merchant, inserting the card in the POS terminal and entering the PIN.

4.9. For the use of the digital version of the Card in a mobile device, Mobile Application of the Bank is required. Card digitalisation and authorization of transactions are provided in accordance with the Mobile Application Terms and Conditions.

5. Using of the Card

5.1. The Card may be used only by the person whose name and signature are printed on the Card. The Cardholder must not transfer the Card or the Card data to third parties. It shall be deemed that the Cardholder has carried out and confirmed (authorised) all the Transactions carried out with the Card until such time as the Bank is duly notified of the loss of the Card or any other unlawful misappropriation thereof.

5.2. The Cardholder may use the Card only for carrying out the Transactions and only within the specified Monthly transaction limits.

5.3. The Customer may use the Card and give consent to pay for the goods and services directly to the Merchant, by authorising the Transaction:

5.3.1. with the Card and signature;

5.3.2. with the Card and the PIN;

5.3.3. with the Card and the Supplemental security system;

5.3.4. with the Card, by entering the Card details over the internet, if the Merchant does not use the Supplemental security system;

5.3.5. with the Card, using the contactless payment functionality;

5.3.6. with the digital version of the Card by using mobile device;

5.3.7. with the Card, using other Personalised authentication data issued to the Customer and accepted by the Bank;

5.3.8. in another manner acceptable and accepted by the Bank.

5.4. The Cardholder uses the card, and authorises cash transactions in ATMs, confirming the Transaction with the Card and the PIN.

5.5. If Merchants use Supplemental security system for online transactions, the Customer or the Cardholder uses for the authorisation of the Transaction the Personalised authentication data specified by the Bank.

5.6. The Card must not be used for any unlawful purposes, including using the Card to buy/receive such products or services, which are prohibited under the laws and regulations of the Republic of Latvia.

5.7. Carrying out Transactions at the Merchant's, the Customer shall present, upon the request of the servicing staff, his/her identity document – the passport of the national of the Republic of Latvia or an equivalent document, and confirm the Transaction amount by signing on the receipt.

5.8. The Customer has a duty to request that the Transaction with the Card be carried out in his/her presence, as well as not to sign any receipts that do not specify the Transaction amount.

5.9. Using the Card at ATMs or at the Merchants' points of sale, which are equipped with devices appropriate for entering PINs, PIN shall replace the signature and be considered a sufficient means of Customer authentication and Transaction.

5.10. Before signing the document supporting the Transaction or entering PIN, the Customer has a duty to verify that the Transaction amount specified on the document supporting the Transaction corresponds to the actual Transaction amount. The Customer's signature on the document supporting the Transaction must match his/her signature, which appears on the Card.

5.11. If, carrying out Transactions, an incorrect PIN is entered in the ATM 3 (three) consecutive times, the ATM will retain the Card. To prevent a misuse of the Customer's funds, the validity of the Card shall be terminated, and it shall be replaced with a new Card.

5.12. If an incorrect PIN is entered 3 (three) consecutive times when using the Card at the Merchant's point of sale, the validity of the Card shall be automatically suspended. In this case, the Customer unlocks it by entering the correct PIN in the Bank's ATM.

5.13. When using the digital version of the Card in the Mobile application, the Cardholder must comply with the Mobile Application Terms and Conditions and ensure that the mobile device is protected with due care and unavailable to third parties.

5.14. The transactions that are approved using the PIN and/or the Personalised authentication data issued to the Customer (approved by the Bank), will be considered the Transactions that have been authorised by the Customer, and such Authorisation shall have the same legal effect as the documents hand-signed by the Customer. Such Authorisation of Transactions shall be deemed sufficient evidence to resolve the possible disputes between the Bank and the Cardholder. The Bank shall have the right to reject the Cardholder's claims regarding a completed Transaction, if it was carried out on the basis of the Authorisation carried out under the procedure prescribed herein.

5.15. The Customer may change certain functionality of the Card (including to turn on/off the Card's contactless payment functionality, amend certain Transaction limits within the set Transaction limits, allow/disallow Transactions over the internet, limit the use of the Card in a particular country or region, use of the Card's magnetic strip, digitalise Card etc.) at the Bank's branch, the Internet Bank, using the mobile application of the Bank or in any other manner offered and ensured by the Bank.

5.16. The Bank shall have the right to reject to execute the Customer application regarding increase of limit without any explanation of reasons of such rejection.

6. Safeguarding of the Card

6.1. The Cardholder has a duty to carefully safeguard the Card or mobile device storing the digital version of the Card and the Card data.

6.2. The Cardholder has a duty to safeguard the Card and keep the Personalised authentication data (including the PIN) confidential and prevent them from passing thereof to third parties. Personalised authentication data must not be kept together with the Card or stored in any manner available to third parties. Breaching of this provision will be deemed gross negligence on the part of the Customer.

6.3. The Cardholder has a duty to safeguard the Card and use it carefully to protect it from mechanical or electronic damages.

7. Loss of the card

7.1. If the Card and/or mobile device storing the digital version of the Card is lost or stolen or if the PIN thereof has become known to any other person, or if the Cardholder suspects an unauthorised use of the Card and/or Personalised authentication data, the Cardholder must immediately notify the Bank's Customer Centre thereof, by calling the 24/7 hotline +371 2666 8777 (chargeable calls).

7.2. If the Card is lost or stolen abroad, the Cardholder shall immediately notify the Bank thereof in writing, as well as report the loss thereof to the nearest police station.

7.3. The Cardholder has a duty to immediately notify the Bank in the event that the Card that was reported as lost or stolen has been found, and not to use it until receiving the Bank's confirmation.

7.4. The Bank may restore the functioning of the Card, if the Cardholder has not used it after the loss thereof, the Card data had not been available to third parties, and the Customer confirms that all transactions carried out with the Card have been authorised by the Customer.

8. Suspending of the validity of the Card

8.1. At the request of the Cardholder, the Bank will suspend the validity of the Card.

8.2. The Customer or Cardholder may connect the functions of digital card by using the mobile application of the Bank, but disconnect the functions of digital card by using the mobile application of the Bank or by calling the 24/7 hotline of the Bank's Customer Centre +371 2666 8777 (chargeable call).

8.3. The Bank may unilaterally suspend the validity of the Card (the Cards linked to all of the Customer or restrict some of the Card's functions (for example online transactions, using of the Card in a particular country or region, using of the Card's magnetic strip, the Card's contactless payment functionality, etc.), notifying the Customer thereof in advance or immediately thereafter, if:

8.3.1. The Customer and/or Cardholder violates the Agreement, the General Business Terms and Conditions, the laws and regulations effective in the Republic of Latvia, or if the circumstances specified in the General Business Terms and Conditions and or the conditions referred to in the effective laws and regulations of the Republic of Latvia, which prevent the Customer and/or the Cardholder from further using the Card;

8.3.2. The Bank has reasonable suspicion that the Card has been used or may be used contrary to the Customer's interests, or such Transactions which are not typical for the Customer have been carried out;

8.3.3. The Bank has reasonable suspicion that an unlawful use of the Card, fraud or a fraud attempt has occurred;

8.3.4. The suspension of the Card is required for eliminating other security related consideration;

8.3.5. The Bank has received a claim for an unauthorised Transaction, and the Customer or Cardholder has not suspended the functioning of the Card.

8.3.6. The Bank has informed the Customer about the termination of the cooperation, pursuant to the General Business Terms and Conditions and/or the laws and regulations effective in the Republic of Latvia;

8.3.7. The Customer or the Bank has withdrawn from the Agreement;

8.4. If the Bank has suspended the validity of the Card pursuant to the procedure under Paragraph 8.2 of the Terms and Conditions, the Bank may renew the validity of the Card if:

8.4.1. The Customer or the Cardholder has eliminated the violations due to which the Card had been suspended;

8.4.2. The Cardholder confirms to the Bank that the untypical Transaction had been carried out by the Customer himself/herself

8.4.3. The considerations, which served as the basis for the suspension of the validity of the card, no longer exist.

9. Settlement procedure

9.1. For Transactions with the Card, the funds available in the Account shall be used.

9.2. Transactions carried out with the Card abroad are processed by the International card organisation system in euros or converted into euros if the Transaction currency is other than euros. Information on the applicable card transaction exchange rates is available on the international card organisation website <https://www.mastercard.com/global/currencyconversion/index.html> and <https://www.visaeurope.com/making-payments/exchange-rates>.

9.3. If carrying out Transactions, the currency of the account linked to the Card does not match that of the Transaction, the Commission will apply the currency exchange in accordance with the Price List.

9.4. By confirming the Transaction, the Customer agrees to the exchange rates applied by the Bank and by the International Card organizations, which are used to account for the Transaction in the Account. The transaction cannot be contested on the basis of the considerations on the exchange rate.

9.5. The Cardholder shall independently keep track of Transaction amounts and see to it that the grand total of Transaction amounts for a single Calculation period does not exceed the funds available in the Account.

9.6. In addition to own funds held in the Account, the Customer may use the Credit limit granted by the Bank to pay for Transactions. The granting, use, and termination of the overdraft facility is laid down in the Overdraft Terms and Conditions.

9.7. If the Cardholder has carried out a Transaction for the payment of which there are not enough funds in the Account, the Customer shall immediately refund such overspending to the Bank, by crediting the necessary amount to the Account.

9.8. The Customer shall pay the fees and other charges for banking services in connection with the issuance, replacement, and renewal of the Cards in accordance with the Price List.

9.9. The Bank may make the following deductions from the Account as well as from the Customer's other accounts, under the following procedure:

9.9.1. The Card issuance fee shall be levied when issuing the Card to the Customer;

9.9.2. The fee for the use of the Card shall apply starting from the first day of the month following the month in which the Card was issued. The commission fee for the use of the Card will be withheld at the end of each month.

9.9.3. Commission fees for Transactions with the Card will be deducted after carrying out the Transaction;

9.9.4. Other payments due by the Customer under the Terms and Conditions.

9.10. The Bank may refuse to execute the Transaction if:

9.10.1. The account linked to the Card is blocked, or restrictions apply to the handling thereof;

9.10.2. The Card has been suspended;

9.10.3. There are no sufficient funds in the Account linked to the Card for carrying out the Transaction or for the payment of the commission fee under the Price List;

9.10.4. Carrying the Transaction over the internet, the Transaction is not confirmed with any Supplemental security system;

9.10.5. There are other restrictions laid down by the laws and regulations of the Republic of Latvia.

10. Account statement

10.1. The Bank shall provide a statement to the Customer, detailing all Transactions carried out with the Cards linked to the Account during the Calculation period, and the Account balance.

10.2. If the Customer uses the Internet Bank, the information specified in Paragraph 10.1 hereof is available through the Internet Bank free of charge.

10.3. The Customer has a duty to check the Account statement at least once a month and immediately notify the Bank about false (including unauthorised Transactions or any erroneous Transactions).

11. Card validity date; Renewing of the Card

11.1. The validity term of the Card is indicated on the Card, and the Card is valid until the last day of the respective month, inclusive. The Cardholder must not use the Card after the expiration date thereof.

11.2. After expiration of the validity term, the Customer must return the Card to the Bank for destruction or must destruct it himself.

11.3. When the Card expires, the Bank will make a new Card with a new validity term, except when:

11.3.1. At least 30 (thirty) calendar days before expiration of the validity term of the Card, the Customer submits a request to the Bank not to renew the Card and/or terminate the Agreement;

11.3.2. The Bank has identified that the Cardholder has violated the provisions of the Terms and Conditions of the Agreement.

11.3.3. The Bank does not have accurate and complete information about the Cardholder's ID number or identification number.

11.4. In the cases specified in these Terms and Conditions, the Cardholder can receive the new Card at the Bank or by mail not sooner than one week before expiration of the validity term of the previous Card.

11.5. When replacing or renewing the Card, the Bank may issue another type of Card in place of the existing Card, keeping functionality of previous Card.

11.6. The Bank may close the Card if it has been sent to the Customer by post, however, the Customer has failed to activate the card within four (4) weeks of the date of it being sent to the Customer.

12. Examination of claims

12.1. Any of the Customer's claims regarding the activity of the Bank transaction in performing the Agreement shall be submitted to the Bank in writing at the Bank's branch or the Internet Bank. The Bank's Customer Centre also accepts the claims regarding Customer Transactions at the Bank's ATMs by phone.

12.2. The Bank shall examine the Customer's claims for Transactions in accordance with the regulations of the international payment card organisations and within the deadlines set in the said regulations.

12.3. The Bank shall inform the Customer on the progress of the review of the claim within 15 working days. The deadline for the response can be up to 35 working days after receipt of the claims at the Bank.

12.4. If, under the claim submitted to the Bank the Customer claims not to have authorised the Transaction, the Bank shall, assessing the type of authorisation used for the Authorisation of the Transaction, immediately, however, not later than by the end of the next working day, compensate the Customer for the losses, by refunding the amount of the Unauthorised transaction amount, if such duty is provided for under the laws or regulations and/or the Agreement. Compensating of the losses to the Customer does not mean that the Bank

acknowledges its liability for the contested Transaction. The Bank has the right to carry on the examination of the relevant claim after compensating for the damages or refunding of the disputed Transaction amount to the Customer.

12.5. If, after receipt of the claim, the Bank reasonably suspects illegal and/or fraudulent activities on the part of the Cardholder (including that the Cardholder has not properly taken care of the security of the Card and/or Personalised authentication data, the Transaction has been authorised under the Agreement, etc.), the Bank has the right not to compensate the Customer for the damages and report such suspects to law enforcement and/or supervisory institutions.

12.6. If the Bank refund an amount equal to the contested Transaction to the account linked to the Card, whereas as a result of the investigation/review it is identified that the claim has no grounds, the Bank may, without prior notice, to withhold the amount of the contested Transaction from any of the Customer's accounts with the Bank as well as the commission fee for the reviewing of an ungrounded claim under the Price List. If there is no money in the accounts, the Cardholder shall be obliged to provide the funds in the Account in the amount of the contested Transaction at the Bank's first request, and the Bank has the right to reserve money in the Customer's accounts in the amount of the contested Transaction amount.

12.7. The Customer has a duty to cooperate with the Bank in the course of the investigation of the claim and to submit all the necessary documents and the information requested by the Bank, even if the disputed Transaction amount had already been repaid to the Customer's account.

12.8. The Bank considers that the claim has been received by the Bank:

12.8.1. on the Bank's business day if the claim has been submitted and received by the Bank by 4 p.m.;

12.8.2. The following business day if the claim is received by the Bank after 4 p.m.

12.9. The working hours for acceptance of the claims by the Bank are shortened by one hour on pre-holiday days.

12.10. If the Customer has lodged a claim about a false Transaction not authorised by the Customer, the Customer has a duty to immediately suspend the validity of the Card. If the Bank determines that the Customer has not suspended the validity of the Card, the Bank has the right to suspend the Card without prior notice.

12.11. In cases where the claim submitted for transactions with the Card is controversial, ambiguous or erroneous and during the process of examining the claim contacting of the Customer repeatedly proves to be impossible, the Bank has the right to consider that the claim application is erroneous, and subject to giving notice to the submitter, unilaterally close the claim.

12.12. If the Customer and/or the Cardholder, contesting the Transaction provides false statements to the Bank or engaged in other unlawful activities, the Customer shall compensate the Bank for all expenses and losses incurred by it resulting from engaging by the Customer in carrying out unlawful activities.

13. Liability

13.1. The parties shall be liable for the compliance with the provisions of the Agreement and for compensation of the losses caused to the other party.

13.2. The Bank shall be liable for the losses arising to the Customer in connection with unauthorised Transactions, and immediately, however, no later than by the end of the following business day compensate for the Customer's losses, refunding the amount of the unauthorised Transactions, except if the Customer and/or the Cardholder has acted unlawfully or wilfully (deliberately), or due to gross negligence failed to carry out any of the duties specified in the Terms and Conditions or the applicable laws and regulations in respect of the use of the Card or Personalised authentication data, including has not timely notified the Bank on the loss of the Card nor has he taken the necessary measures to safeguard the Card and Personalised authentication data, or the Transaction has been confirmed with the PIN, using the Supplemental security system of other Personalised authentication data accepted by the Bank.

13.3. The Bank shall not be liable to the Customer for any unauthorised or erroneous Transactions, if the Customer fails to notify the Bank thereof immediately upon becoming aware of an unauthorised or incorrectly executed payment, however not later than within 13 months after the money is debited from the Account

13.4. The Bank is not responsible for the damages caused to the Customer in connection with Transactions in the event of the loss, theft or other unlawful misappropriation of the Card and/or mobile device storing the digital version of the Card, if the relevant Transaction has been confirmed with PIN, using the Supplemental security system, means of authentication/authorization set by the mobile application of the Bank for the digitalised version of the Card or other Personalised authentication data.

13.5. The Customer shall be liable for the Transactions with all the Cards issued under the Agreement and the use thereof pursuant to the Terms and Conditions.

13.6. The Customer is responsible for Transactions with Card until the Cardholder has reported the loss or theft of the Card to the Bank.

13.7. The Bank shall not be liable for any damages or disputes arising between

the Cardholder and the insurer.

13.8. The Customer shall cover the losses of up to 50 euros, incurred by him and related to Unauthorised transactions (including erroneous or unauthorised Transactions), if the Card has been lost, stolen or in other otherwise misused.

13.9. The Customer shall assume all losses incurred in connection with Unauthorised transactions if:

13.9.1. The Customer has committed fraud;

13.9.2. The Cardholder has failed, acting deliberately or in gross negligence, to comply with any of the provisions set out in Sections 5, 6, and 7 hereof.

13.10. The Bank shall not be liable for failure to execute, in whole or in part, the orders of the Cardholders, nor for errors, delays, inaccuracies and other deficiencies arising due to the Customer or the Cardholders submitting/issuing incompletely or incorrectly filled documents or orders, due to the fault of third parties, nor for the losses caused by the providers of communications services.

13.11. The Bank shall not be liable for the refusal by third parties to accept the Card. The Bank shall not be liable for the quality of goods and services purchased with the Card. The Bank shall not be liable for the restrictions imposed by third parties, which may injure the interests of the Cardholder.

13.12. By signing this Agreement, the Customer acknowledges that he/she is aware of the risks associated with the use of the Card and possible disruptions of communications and/or technical connections, which may lead to the failure to execute the orders of the Cardholders, in whole or in part, and which have not arisen due to gross negligence on the part of the Bank.

13.13. Signing the application for the Card, the Customer declares that it is aware of the risks associated with the use of the Card and any possible communication and/or technical connection failures, which may lead to non-performance or partial performance of the orders of the Cardholders and which have not resulted from the Bank's gross negligence.

13.14. The Bank shall not be liable for the legal relationship that have arisen to the Customer under mutual transactions or on the basis of the existing laws and regulations with a third party (including Merchants), also in the case of the basis for establishing such relationship has been the Transaction carried out. The Customer takes responsibility in cases when the Card data are input on the websites maintained by Merchants, without having familiarised oneself with the Merchant's terms and conditions of providing services. The Bank shall not be liable for any consequences arising as a result of such activities.

13.15. The Parties shall not be liable for the failure to perform, in whole or in part, their obligations assumed under the Agreement resulting from the force majeure circumstances that could not have been reasonably predicted, prevented or controlled.

14. Termination of the Agreement

14.1. The Agreement is entered into for an indefinite term and shall be valid until the complete performance of the obligations provided for therein. The expiration of the Card's validity term shall not be considered the date of the termination of the Agreement.

14.2. The Bank may unilaterally terminate the Agreement if the Cardholder does not comply with the Terms and Conditions of the Agreement and/or the Bank's General Business Terms and Conditions in the cases and under the procedure provided for in the laws and regulations. Upon getting the Bank's notice of termination of the Agreement, the Customer has a duty to pay all payment liabilities owed to the Bank arising from the Agreement.

14.3. The Bank may destruct the Card and unilaterally withdraw from the Agreement without giving notice to the Cardholder, if the Cardholder does not collect the Card within 2 (two) months or if the payment for it is overdue for 4 (four) consecutive months.

14.4. Either Party may unilaterally withdraw from the Agreement, by giving notice of such withdrawing in writing at least two months in advance, unless the withdrawing from the Agreement occurs on the basis of such violation by the other Party, for which another period of notice is stipulated in this Agreement or the Bank's General Business Terms and Conditions. If the Customer or the Bank terminates the Agreement, the Bank has the right to suspend the validity of the Card.

14.5. In the event that the obligations laid down in the Agreement, the Bank has the right to assign the debt recovery right and the information necessary for the recovery (including the Customer data, the content of the Agreement and information, acquired by the Bank under the Agreement) to third parties and publish the information about the Customer and its debt in publicly and privately available databases.

14.6. The Customer may unilaterally withdraw from the Agreement, by giving prior notice thereof in writing at the Bank's branch or through the Internet Bank. The said application shall be considered the Customer or the Cardholder's request to the Bank to terminate further performance of the Agreement from the date of receipt of the application.

14.7. Subject to receiving the Customer's written request, the Bank shall take the necessary measures to suspend the option of engaging in any Transaction by the Cardholder.

14.8. The Agreement will be valid until the Bank and the Customer will have performed their obligations hereunder in full.