

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 Transactions 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.

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.

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.

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

Transaction limit – the maximum amount of cash that can be withdrawn from or deposited into the ATMs or paid with the Card (including cards with the contactless payment functionality and digital Card) for a single transaction or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

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

Card – a credit card issued by the Bank (including digital version of the Card in the mobile device) for carrying out Transactions, by using the funds available in a single euro-denominated 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 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 completely at the initiative of the Customer, the Customer's representative or the Bank.

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

Customer's representative – the Customer's (1) natural guardians, i.e., parents, or the Customer's legal guardians, i.e., the guardians appointed by the orphan court.

Customer (1) – a private person aged 7-15 years, with the Customer's representative acting on their behalf based on the Agreement entered into with the Bank under these Terms and Conditions.

Customer (2) – a private person aged 16-18 years, which has entered into the Agreement with the Bank under these Terms and Conditions.

Customer – Customer (1) and Customer (2) collectively.

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 maintaining of the Card as well as other charges related to the Card.

Agreement – an agreement for the issuance and use of the Card entered into between the Bank and the Customer (2) or the Customer (1), represented by the Customer's representative. The Agreement consists of the General Provisions of the Agreement, these Terms and Conditions, the Price List, the Credit Transfer Terms and Conditions, the Bank's General Business Terms and Conditions, the Data Questionnaire, 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 Paragraph 5 hereof.

Settlement amount – the Transaction amount in the currency as received by the Bank from the International payment data processing organization concerned. 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 exchange the currency into the Account currency.

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

Supplemental security system – the payment security system for online purchases, in which the Customer 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/authorisation set by the mobile application of the Bank for a digitalized version of the Card), specified by the Bank used to identify Transactions carried out by Customers and/or 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 issuance of cards according to uniform standards throughout the world (such as Mastercard Worldwide and Visa International).

Merchant – merchants that accept 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 the mobile device) used by the Customer to engage in Transactions by using the funds available in their current account and within the Transaction limits. The Customer shall pay the remuneration according to the Price List for the issuance, use and service of the Card.

2.2. Issuing 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 also 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, 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 advice regarding the use of the Card, the changing of their PIN, and Transactions at any of the Bank's Customer 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 Customer's representative can occur by calling the number of the Customer or the Customer's registered by the Bank or making contact in another way, as agreed between the Customer and the Bank.

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

3. Entering into the Agreement

- 3.1. Entering into the Agreement with the Bank, the Customer (2) or the Customer's representative shall present their identity document. The Customer's representative shall additionally present the Customer's (1) birth certificate to prove the right of the Customer's representative to assume obligations on behalf of the Customer (1).
- 3.2. When the Customer (1) has reached the age of 15, i.e., when, under the laws of the Republic of Latvia, obtaining of the document proving one's identity is mandatory, however, if younger than 16, the Customer's representative shall ensure that the Customer (1) participates in the Agreement entering process, by presenting his/her identity document, a copy/scan of which the Bank may take. In the case referred to herein, the Customer's representative shall sign the Agreement on behalf of the Customer (1).
- 3.3. If the Customer's representative is a guardian appointed under the decision of the orphan's court, the Customer's representative shall additionally present the decision of the orphan's court on the appointment of the Customer's representative as the guardian. At the request of the Bank, the Customer's representative shall submit other documents as the Bank may require.
- 3.4. The Agreement shall come into force upon signing of the Agreement by both the Parties under the procedure prescribed in these Terms and Conditions. The Customer's representative shall sign the Agreement on behalf of the Customer (1), whereas the Agreement between the Bank and the Customer (2) shall be signed by the Customer (2) himself/herself.
- 3.5. The Bank may refuse to enter into the Agreement and issue the Card, without stating the reasons for the refusal.
- 3.6. Signing the Agreement, the Customer's representative confirms that he/she is aware that upon reaching the age of 16, the Customer will have the right to manage the Account and engage in Transactions with the Bank independently.
- 3.7. After reaching the age of 18, the relationship between the Customer and the Bank shall be governed by the Terms and Conditions of the Payment Card Agreement with Private Persons, and the Customer will be required to pay the commission fee for the use of the Card in accordance with the Price List.
- 3.8. If the Bank provides for an option to sign the Agreement through the Internet Bank, the Agreement shall be deemed to have been entered into when the Customer (2) has authorised the authorisation means provided for in the Internet Bank agreement. If the Card is applied through the Internet Bank by the Customer (1), the Agreement shall be deemed to have been entered into when the Customer's representative has signed the Confirmation on receipt of the Card at the branch.
- 3.9. The Customer (2) or the Customer's representative shall immediately notify the Bank of all changes to the information specified in the Agreement, including the change of the guardian or the trustee.
- 3.10. By signing this Agreement, the Customer's representative confirms that they are aware and agree that the Customer (1) may use the Card to manage the funds available in the Account independently through the Internet Bank.
- 3.11. By signing this Agreement, the Customer (2) or the Customer's representative confirms that he/she is aware and agrees not to use the Account for crediting therein such funds, which are intended for a specific purpose (such as for receiving inheritance). The Customer's representative is aware that only the Customer may use the Card and handle the funds available in the Account, whereas the Customer's representative may handle the funds available in the Account only based on the relevant permission of the orphan's court.
- 3.12. The Customer (2) or the Customer's representative shall be liable for the use of the image selected for Your Style card, whereas the Bank shall not be liable for any third party claims relating to the use of the image selected by the Customer on Your Style card.

4. Issuing of the Card

- 4.1. The Customer (2) or the Customer's representative can receive the Card at the relevant Bank's branch or another place of issuing of cards as may be determined by the Bank. The Customer (2) or the Customer's representative will be required to sign the Confirmation of receipt of the Card.
- 4.2. Sending of the Card by post or by the courier service:
- 4.2.1. The Customer or the Customer's representative will need 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;
- 4.2.2. The Customer will need to activate the new Card through the Internet or in another manner proposed and ensured by the Bank.
- 4.3. 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.
- 4.4. The Customer has the right to change the PIN in the Bank's ATM.

- 4.5. The Bank may lay down restrictions for Transactions for the Customer, with which the Customer and the Customer's representative can familiarise themselves at the Bank's branches, through the Internet Bank, or on the Bank's website www.seb.lv.
- 4.6. The Card is the Bank's property transferred into use to the Customer.
- 4.7. Upon receiving the Card, the customer must sign it.
- 4.8. To start using the Card's contactless payment functionality, the first Card transaction must be carried out at the Merchant, where the card is inserted into the POS terminal and the PIN is entered.
- 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 Customer and the Customer's representative must not hand over the Card and/or the Card data to third parties. It shall be deemed that the Customer 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 Customer may use the Card only for carrying out Transaction and within the scope of the set 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 their 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 any Supplemental security system;
- 5.3.5. with the mobile version of the Card by using the mobile device;
- 5.3.6. with the Card, using the contactless payment functionality;
- 5.3.7. with the Card, using other Personalised authentication data issued to the Customer and accepted by the Bank.
- 5.4. The card must not be used for any unlawful purposes, such as using the Card to buy/receive such products or services, which are prohibited under the laws and regulations of the Republic of Latvia.
- 5.5. Carrying out Transactions at the Merchant's, the Customer shall present, upon the request of the service staff, his/her identity document – the passport issued in the Republic of Latvia or an equivalent document, and confirm the Transaction amount by signing on the receipt.
- 5.6. The Customer has a duty to request that Transactions 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.
- 5.7. 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.
- 5.8. Using the Card at ATMs or at the Merchants' points of sale, which is equipped with devices appropriate for entering PINs. PIN shall replace the signature and be considered a sufficient means of Customer authentication and Transaction.
- 5.9. 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.
- 5.10. 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 such a case, the Customer shall unblock the Card at an ATM by entering the correct PIN.
- 5.11. 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 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 any possible disputes between the Bank and the Customer or the Customer's representative. The Bank shall have the right to reject the Customer's or the Customer's representative's claims regarding a completed Transaction, if it was carried out on the basis of the Authorisation carried out under the procedure prescribed herein.
- 5.12. The Customer (2) or the Customer's representative may change certain functionalities of the Card (such as enabling /disabling the Card's contactless payment functionality, amending certain Transaction limits within the determined Transaction limits, allowing/disallowing Transactions over the internet, limiting the use of the Card in a particular country or region, using of the Card's magnetic stripe, etc.) at the Bank's branch, the Internet Bank or in any other manner offered and ensured by the Bank.
- 5.13. 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 Customer's representative and the Customer have a duty to safeguard the Card and keep the Personalised authentication data (including the PIN) confidential and prevent them from disclosing to third parties. The Personalised authentication data must not be kept together with the Card or stored in any such manner, which is available to third parties. Breaching of this provision will be deemed gross negligence on the part of the Customer.

6.2. The Customer's representative and the Customer have a duty to safeguard the Card and use it carefully to protect it from mechanical or electronic damages.

6.3. When using the digital version of the Card in the Mobile application, the Customer or the Customer's representative 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.

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 Customer or the Customer's representative suspects an unauthorised use of the Card and/or Personalised authentication data, the Customer or the Customer's representative must immediately notify the Bank's Customer Centre thereof, calling the 24/7 hotline +371 2666 8777 (chargeable calls).

7.2. If the Card is lost or stolen abroad, the Customer (2) or the Customer's representative shall immediately notify the Bank thereof in writing, as well as report the loss thereof to the nearest police station.

7.3. The Customer or the Customer's representative 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 Customer has not used it after the loss thereof, the Card data had not been available to third parties, and the Customer (2) or the Customer's representative confirms that all transactions carried out with the Card have been authorised by the Customer.

8. Suspending the validity of the Card

8.1. At the request of the Customer or the Customer's representative, the Bank will suspend the validity of the Card.

8.2. The Bank may unilaterally suspend the validity of the Card (the Cards linked to all of the Customer accounts) 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:

8.2.1. The Customer violates the Agreement, the General Business Terms and Conditions, the laws and regulations effective in the Republic of Latvia, or if such circumstances specified in the General Business Terms and Conditions or in the effective laws and regulations of the Republic of Latvia have occurred, which prevent the Customer from further using the Card;

8.2.2. 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 of the Customer, have been carried out;

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

8.2.4. The suspension of the validity of the Card is required to eliminate other security-related considerations;

8.2.5. The Bank has received a claim for an unauthorised Transaction, and the Customer or the Customer's representative has not suspended the validity of the Card.

8.3. If the Bank has suspended the validity of the Card, the Bank may renew the validity of the Card if:

8.3.1. The Customer (2) or the Customer's representative has eliminated the violations due to which the Card had been suspended;

8.3.2. The Customer (2) or the Customer's representative confirms to the Bank that the untypical Transaction had been carried out by the Customer himself/herself;

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

9. Settlement procedures

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 websites:

<https://www.mastercard.com/global/currencyconversion/index.html> and

<https://www.visaeurope.com/making-payments/exchange-rates>.

9.3. Where, carrying out Transactions, the currency of the Account linked to the Card account does not match that of the Transaction, a commission fee will apply for the currency exchange transaction at the rate specified in 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 Customer or the Customer's representative 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. If the Customer has carried out a Transaction for the payment of which there are not enough funds in the Account, the Customer (2) or the Customer's representative shall immediately refund such overspending to the Bank, by crediting the necessary amount to the Account.

9.7. The Customer shall pay commission fees and other charges for the Bank's services related to the issuance, replacement, renewal of the Cards, Transactions and Insurance (if the Customer has selected such an additional service) in accordance with the Price list and the Terms and Conditions.

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

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

9.8.2. 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 fee for the use of the Card shall be deducted at the end of each month during which the Card was used;

9.8.3. The Commission on Transactions with the Card shall be deducted after completing the Transaction.

9.8.4. Other payments owed by the Customer shall be made in accordance with these Terms and Conditions.

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

9.9.1. The account linked to the Card has been blocked, or the handling thereof is subject to restrictions;

9.9.2. The Card has been suspended;

9.9.3. There is not 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;

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

9.9.5. 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 (2) or the Customer's representative, detailing therein all Transactions carried out with the Cards linked to the Account during the Calculation period, as well as 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 (2) or the Customer's representative has a duty to check the Account statement at least once a month and immediately notify the Bank about any false Transactions (including unauthorised Transactions or any erroneous Transactions).

11. Card validity term; Renewing of the Card

11.1. The validity term of the Card is indicated on the Card. The Card will be valid until the last day of the respective month, inclusive. The Customer must not use the Card after the validity term thereof.

11.2. After 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:

At least 30 (thirty) calendar days before the end of the Card validity term, the Customer (2) or the Customer's representative 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 Customer and the Customer or the Customer's representative 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 Customer's personal code or identification number.

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

11.5. The Bank may destruct the Card and suspend the validity thereof, if the Customer (2) or the Customer's representative fails to collect the Card within 2 (two) months.

11.6. Upon expiring of the Card as well as in the event that it is lost or stolen, the Bank may replace it by issuing to the Customer a Card of a different type, while maintaining the same terms and conditions for the services provided by the Bank, which were available to the Customer previously, subject to the fee set forth in the Price List.

11.7. 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.

11.8. The Customer (2) or the Customer's representative agrees that in the event of replacing or renewing the Card, the Bank may issue another type of the Card in place of the existing Card, keeping the Card's functionality.

11.9. The Customer or the Customer's representative agrees that after reaching 18 years of age, the Terms and Conditions of the Payment Card Agreement to Private Persons, the Bank's standard Payment card limits and the commission fees related to the making and services related to the Payment card set in the Price List for the relevant type of the Card will apply.

12. Examination of claims

12.1. Any of the Customer (2) or the Customer's representative'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 (2) or the Customer's representative'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 (2) or the Customer's representative 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, reviewing 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 Transaction amount, if such duty is provided for under the applicable laws or regulations and/or the Agreement. The compensation 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 Customer or the Customer's representative (such as the Customer 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 losses and report its suspicions to law enforcement and/or supervisory institutions.

12.6. If the Bank refunds 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 was ungrounded, the Bank may, without giving 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 according to the Price List. If there are no funds in the Customer's Accounts, the Customer or the Customer's representative will have a duty to ensure that there is an amount of money in the Account equal to the amount of the contested Transaction amount upon the Bank's first request, and the Bank has the right to reserve the funds in the Customer's accounts in the amount of the contested Transaction amount.

12.7. The Customer (2) or the Customer's representative 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 refunded 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. If the Customer has submitted a claim about the 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 shall have the right, without giving prior notice, to suspend the Card.

12.10. In cases where the claim submitted for transactions with the Card is controversial, ambiguous or erroneous and during the process of examining of the claim contacting of the Customer (2) or the Customer's representative

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.

12.11. If the Customer and/or the Customer's representative, contesting the Transaction provides false statements to the Bank or is engaged in other unlawful activities, the Customer (2) or the Customer's representative shall compensate the Bank for all expenses and losses incurred by it as a result of engaging by the Customer (2) or the Customer's representative in unlawful activities.

13. Liability

13.1. The Parties shall be held liable for compliance with the Terms and Conditions of the Agreement and for compensating 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, not later than by the end of the following business day compensate the Customer for the losses, by refunding the amount of unauthorised Transactions, unless the Customer and/or the Customer's representative has acted unlawfully or wilfully (deliberately), or due to gross negligence has 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, among other things, has failed to timely notify the Bank on the loss of the Card or has failed to take 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 (2) or the Customer's representative 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 shall not be liable for the losses arising 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 the PIN, using the Supplemental security system, means of authentication/authorisation set by the mobile application of the Bank for a digitalized version of the Card or another Personalised authentication data.

13.5. The Customer (2) or the Customer's representative shall cover the losses of up to 50 euros, incurred by him and related to Unauthorised transactions (including erroneous or unauthorised Transactions):

13.5.1. If the card is lost or stolen;

13.5.2. If the Customer has failed to safeguard the Card data and/or PIN to prevent an unlawful use of the Card.

13.6. The Customer (2) or the Customer's representative shall bear all the losses incurred by him/her and related to Unauthorised transactions where:

13.6.1. The Customer or the Customer's representative has committed fraud;

13.6.2. The Customer or the Customer's representative has failed, acting deliberately or in gross negligence, to comply with any of the provisions set out in Sections 6, 7, and 8 hereof.

13.7. The Customer or the Customer's representative shall be liable for the Transactions with the Card and for the use thereof in compliance with the Terms and Conditions.

13.8. The Customer (2) or the Customer's representative shall be liable for the restrictions for transactions with the Card for as long as the Customer or the Customer's representative has reported the loss of theft of the Card to the Bank.

13.9. The Bank shall not be liable for any losses or disputes arising between the Customer or the Customer's representative and the Insurer.

13.10. The Bank shall not be liable for failure to execute, in whole or in part, the orders of the Customer (2) or the Customer's representative, nor for errors, delays, inaccuracies and other deficiencies arising due to the Customer or the Customer's representative submitting/issuing incompletely or incorrectly completed 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 Customer and the Customer's representative.

13.12. 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 where the basis for establishing such relationship has been the Transaction carried out. The Customer (2) or the Customer's representative 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 resulting from such activities.

13.13. The Bank shall not be liable for any disruptions in communications and/or technical connections, which can lead to the failure to execute, in whole or in part, the orders of the Cardholder arising due to the fault of a third party, nor for losses caused by the providers of communications services, and not arising due to gross negligence on the part of the Bank.

13.14. 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.

13.15. 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 foreseen, prevented or controlled.

14. Terminating 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 Card validity term date shall not be considered the date of the termination of the Agreement.

14.2. The Bank may unilaterally terminate the Agreement if the Customer 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 prescribed in the laws and regulations.

14.3. Either Party may unilaterally withdraw from the Agreement, by giving notice of such withdrawing in writing at least two months in advance, unless withdrawing from the Agreement occurs on the basis of such violation by the other Party, for which a different period of notice is stipulated in this Agreement or the Bank's General Business Terms and Conditions. When the Customer (2), the Customer's representative or the Bank withdraws from the Agreement, the Bank will have the right to suspend the validity of the card.

14.4. Upon receiving the Bank's notice on withdrawing from the Agreement, the Customer (2) or the Customer's representative shall settle all their payment obligations owed to the Bank under the Agreement.

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

14.6. The Customer may unilaterally withdraw from the Agreement, by submitting 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 Customer's representative's request to the Bank to terminate further performance of the Agreement from the date of receipt of the application.

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