

1. Definitions used in the Terms and Conditions

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

Cash machine (ATM) – technical equipment of SEB Bank for withdrawing or depositing cash from/into the Account with the Card.

Transaction – withdrawal/deposit of cash from/into Cash machines with the Temporary card.

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

Identification – the process of the verification of the identity of the Customer and/or Cardholder, during which it is established whether the Customer or Cardholder are authorised to use the Card data.

Card – a temporary card issued by the Bank and intended only for deposit and/or withdrawal of cash, as well for receipt of certain services of the Bank only at the Cash machines listed by the Bank.

Card data – information specified on the Card: the Card number and the expiration date of the Card.

Cardholder – the Customer - a private person or a signatory of the legal entity, to whom the Bank issues the Card on the basis of the Agreement.

Customer – a legal entity or a private person who has entered into the Agreement with the Bank.

Account – the Customer's current account with the Bank, the funds available in which are used for Transactions and from which the Bank deducts commission fees for the issuance of the Card and other charges related to Transactions.

Agreement – the agreement for the issuance and use of the Card entered into between the Bank the Customer. The Agreement consists of the Agreement on Issuance of the Temporary Card, Terms and Conditions, Credit Transfer Terms and Conditions and General Business Terms and Conditions.

Terms and conditions – these Temporary Card Agreement Terms and Conditions for legal entities and private persons as approved by the Bank specifying the procedure for the issuance and use of the Card.

PIN – a four-digit code automatically generated by a special software.

The explanation of the definitions used in these Terms and Conditions but not explained herein is available in the General Business Terms and Conditions..

2. General Terms and Conditions

2.1. Temporary card is a payment card intended only for deposit and withdrawal of cash into/from the Bank's Cash machines and issued at the branch of the Bank.

2.2. The Cards shall be issued and used in accordance with the effective Terms and Conditions approved by the Bank.

2.3. The General Business Terms and Conditions, the Current Account Agreement Terms and Conditions, the Price List, the Credit Transfer Terms and Conditions, Data Questionnaire of the Private Person or Data Questionnaire of the Legal Person, as well as other provisions of other Bank's services and laws and regulations of the Republic of Latvia shall apply to such legal relations between the Parties which are not provided for in these Terms and Conditions. In case of controversies and conflicts between the General Business Terms and Conditions and the Agreement Terms and Conditions, the Parties agree to follow the Agreement Terms and Conditions.

2.4. The Customer can receive information and/or consultations regarding the use of the Card at any Customer Service Centre or by calling the 25-hour line of the Customer Service Centre +371 26668777 (chargeable number).

2.5. The Card is a payment card with the magnetic strip without indicated name, surname of the Customer and without a signature area. The card number and title "Temporary card" shall be specified on the Card.

2.6. The Card shall be linked to an Account specified by the Customer, and Transactions with the Card at the Bank's cash machines shall be made within the framework of Transaction restrictions.

2.7. The Bank shall charge the commission fees in accordance with the Price List for issuance and use of the Card.

3. Entering into the Agreement

3.1. Prior to entering into the Agreement, the Bank is entitled to verify the information submitted by the Customer and request additional information from competent national regulatory authorities under the procedure and to the extent prescribed in the laws and regulations of the Republic of Latvia.

3.2. The Bank shall be entitled to refuse entering into the Agreement and issuance of the Card without explaining the reasons for the refusal.

3.3. Subject to entering into the Agreement, the Bank shall issue the Card to the Customer.

3.4. Issuing of the Card to the Customer shall mean transferring of the Card to the Customer or Cardholder and activating thereof at the Bank's branch, and the Parties shall sign the confirmation of receipt of the Card.

3.5. The Agreement shall come into force upon signing of the Agreement by both Parties under the procedure prescribed in these Terms and Conditions.

4. Issuance of the Temporary card

4.1. The Bank may set the restrictions for Transactions made by cards; the Cardholder can familiarise himself/herself with these restrictions at the Bank's branch.

4.2. The Customer may hold only one Temporary card simultaneously.

4.3. The Card is the Bank's property transferred for the use to the Customer.

The Card shall be issued with a sealed envelope containing the PIN. The PIN of the Card cannot be changed.

5. Use of the Card

5.1. The Cardholder is prohibited from handing over the Card and its data to the third parties.

5.2. The Customer may use the card only for execution of Transactions.

5.3. The Customer consents to perform cash Transactions at the Bank's cash machines (ATMs) by confirming the Transaction with the PIN.

5.4. If, when carrying out Transactions, a wrong PIN is entered in the Bank's cash machine (ATM) 3 (three) consecutive times, the Card shall be retained in the Cash machine. To prevent an illegal use of the Customer's funds, the validity of the Card shall be terminated, and it shall be replaced with a new card in accordance with the Price List.

6. Safeguarding of the Temporary card

6.1. The Customer and the Cardholder has a duty to ensure careful safeguarding of the Card and the Card data, maintaining PIN confidentiality, and prevention the passing thereof in the hands of the third parties.

6.2. It is forbidden to keep the PIN together with the Card. Non-compliance with this requirement shall be considered gross negligence on the part of the Customer.

6.3. The Customer and 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 is lost or stolen, or if the PIN thereof has become known to another person, or if the Customer or the Cardholder suspects unauthorised use Of the Card or Card data, the Customer must immediately notify the Bank's Customer Centre thereof, calling the 24-hour line +371 26668777 (chargeable number).

7.2. If the Card is lost or stolen, the Customer and/or Cardholder shall immediately notify the Bank thereof.

7.3. The Customer and/or 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.

8. Suspending the use of the Temporary Card

8.1. At the request of the Cardholder or the Customer, the Bank shall suspend the use of the Card by locking it.

8.2. The Bank may unilaterally suspend the use of the Card and lock all other payment cards linked to the Account by giving prior notice thereof to the Customer or immediately after the Customer or Cardholder violates the provisions of the Agreement. As soon as the violations are eliminated, the Bank may restore the use of the respective payment cards by unlocking them.

8.3. The Bank may unilaterally suspend the use of the Card by giving prior notice thereof to the Customer or immediately if the Bank, at its discretion, identifies Transactions uncharacteristic to the Customer. If the Customer confirms to the Bank that the Customer himself/herself has engaged in carrying out the unusual Transactions, the Bank shall restore the use of the Card.

8.4. The communication with the Customer described in this section can be effected by calling the Customer's phone number specified in the Agreement.

9. Settlement procedures

9.1. The funds available in the Account shall be used for Transactions with the Card.

9.2. The Customer shall keep track of Transaction amounts and make sure that the grand total of Transaction amounts for a single Calculation period does not exceed the funds available in the Account.

9.3. If the Customer has carried out the 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 depositing the necessary amount into the Account.

9.4. The Customer shall pay commission fees for issuance of Cards and Transactions in accordance with the Price List and Terms and Conditions.

9.5. The Bank may deduct the payments from the Account, as well as from other accounts opened at the Bank on behalf of the Customer under the following procedure:

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

9.5.2. Commission fee for Transactions with the Card shall be levied after execution of the Transaction;

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

10. Account statement

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

10.2. If the Customer uses online banking or Telebank, information mentioned in Clause 10.1 can be accessed free of charge at the mentioned channels.

11. Expiration date of the Temporary card

11.1. The Card is valid from the moment of activation thereof until the last day of the next calendar month (included).

11.2. After the expiration date of the Card, the Customer or the Cardholder shall return it to the Bank for destruction or destruct it himself/herself.

11.3. The Card shall not be automatically renewed or extended.

12. Examination of complaints

12.1. Claims regarding the Customer's Transactions at the Bank's cash machines (ATMs) shall be accepted by the Customer Service Centre by phone.

12.2. The claims of the Customer regarding erroneous or unauthorised Transactions with Cards at Cash machines (ATMs) shall be examined in compliance with the laws and regulations effective in the Republic of Latvia.

12.3. If in the course of examining the claim it is found that an erroneous or unauthorised Transaction has occurred, the Bank shall immediately compensate the Customer for the losses, if such obligation is stipulated under the applicable legislation and/or Agreement. For examination of unfounded claims of the Customer, the Bank shall charge a fee in accordance with the Price List.

13. Liability

13.1. The Parties shall be held liable for the observance of the Terms and Conditions of the Agreement, and compensation of losses caused to the other Party.

13.2. The Bank shall not be liable to the Customer for any unauthorised or erroneous Transactions, if the Customer, immediately upon becoming aware of an unauthorised or incorrectly executed payment, however no later than within 13 months after the money is debited to the Account, has failed to notify the Bank thereof.

13.3. The Customer shall be liable for the Transaction with Cards until such time as the Customer or Cardholder reports the loss or theft of the Card to the Bank.

13.4. The Customer shall bear the losses of up to 150 euros incurred to him/her and related to unauthorised Transactions (including erroneous transactions):

13.4.1. If the Card is lost or stolen;

13.4.2. If the Customer has not ensured safeguarding of the Card data and/or PIN to prevent an illegal use of the Card.

13.5. The Customer shall bear all losses incurred by him/her if:

13.5.1. The Customer or the Cardholder has committed fraud;

13.5.2. The Customer or the Cardholder has failed deliberately or negligently to perform any of the provisions set out in Sections 6, 7, and 8.

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

13.7. By signing the 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 Customer in whole or in part, and which have not arisen due to gross negligence on the part of the Bank.

13.8. The Parties shall not be liable for partial or complete failure to fulfil the obligations undertaken under the Agreement if such situation has occurred due to force majeure circumstances that neither of the Parties were able to reasonably predict, prevent or influence.

14. Termination of the Agreement

14.1. This Agreement is entered into for a limited period of time and shall be valid until the last day of the next month.

14.2. The Bank may unilaterally withdraw from the Agreement in events and in accordance with the procedure stipulated under the Terms and Conditions of this Agreement and/or Bank's General Business Terms and Conditions or laws and regulations. Upon receiving the Bank's notice of termination of the Agreement, the Customer shall settle all his/her payment obligations owed to the Bank under the Agreement.

14.3. Either Party may unilaterally withdraw from the Agreement by giving notice of such withdrawal in writing, unless withdrawal from the Agreement takes place on the basis of such violation, for which another period of notice is stipulated in this Agreement or the Bank's General Business Terms and Conditions.

14.4. In the event of failure to perform the obligations stipulated in the Agreement, the Bank may assign its debt recovery right and the information necessary for debt recovery (including the Customer data, the contents of the Agreement and the information obtained by the Bank in accordance with the Agreement) to the third parties as well as post information about the Customer and his/her debt in databases that are publicly and privately available.

14.5. The Customer may unilaterally withdraw from the Agreement by submitting prior written notice thereof to the Bank at any branch thereof or via the online banking facility. The said application shall be considered as the Customer's or the Cardholder's request to the Bank to terminate further performance of the Agreement from the date of receipt of the application.

14.6. At the Customer's or the Cardholder's written request, the Bank shall take the necessary measures to suspend the Customer's ability to engage in Transactions.

14.7. The Agreement shall be valid until the Customer's obligations specified therein are performed in full, and it shall be considered performed when the Customer has settled all the payments stipulated in the Agreement.

14.8. The Customer confirms that prior to signing hereof he/she has familiarised himself/herself with these Terms and Conditions, the Price List and General Business Terms and Conditions. The Customer agrees that the Bank may process (including transferring to the third parties to the extent necessary) all personal data and confidential information specified in the Agreement as well as in additionally submitted documents (including the Data Questionnaire for Private Persons or Data Questionnaire for Legal Entities) in accordance with laws and regulations and pursuant to objectives, scope and conditions set out in the General Business Terms and Conditions.