

**1. GENERAL PROVISIONS**

- 1.1. These terms and conditions of the debit card agreement (hereinafter the Terms) of Danske Bank A/S Estonia branch, registry code 11488826 (hereinafter the Bank), regulate the relations between the Bank and a person holding an account with the Bank (hereinafter the Account Holder) in using the services provided by the Bank and third persons via a debit card.
- 1.2. A debit card (hereinafter the Card) is a means of payment with remote access, owned by the Bank.
- 1.3. For issuing and using the Card, the Bank and the Account Holder shall conclude an agreement for the use of the debit card (hereinafter the Agreement), stipulating the natural person who, under the Agreement, is the representative of the Account Holder and to whom the Card is issued subject to the application of the Account Holder or where the Account Holder as a natural person is the user to whom the Card is issued (hereinafter jointly the Cardholder). In case the Cardholder is not the Account Holder, the Bank is also entitled to issue the ordered Card to the Account Holder. In this case the Account Holder is obliged to forward the Card together with the PIN code (contained in a closed envelope) to the Cardholder.
- 1.4. The Bank undertakes to inform the Cardholder or the Account Holder about the terms and conditions of the Agreement, *inter alia* the law applicable to the Agreement, at the latest upon the conclusion of the Agreement and before delivery of the Card. The Cardholder or the Account Holder shall confirm upon receipt of the Card that he or she agrees to the terms and conditions of the Agreement and undertakes to properly perform them.
- 1.5. The Account Holder is obliged to make the Agreement and the General Terms and Conditions of the Bank available to the Cardholder for examination and ensure the fulfilment of the obligations of the Cardholder.
- 1.6. The Cardholder may use the Card to withdraw cash from ATMs, pay in payment terminals, obtain information concerning the account and perform other transactions and operations (hereinafter the Operations). ATMs and payment terminals that accept the Card must bear the logo printed on the Card. The authorised Operations and the limits for performing them shall be agreed between the Account Holder and the Bank in the Agreement. The limits are understood as the limit amounts of cash withdrawn from ATMs and payments made in payment terminals in Estonian kroons to the extent of which the Cardholder may perform Operations per day and week (hereinafter the Limits). The Bank is entitled to determine the minimal and maximal Limits.
- 1.7. The Bank is entitled to offer additional Card-related services and benefits to the Cardholder. The Bank may also terminate the additional services and benefits without prior consent of the Account Holder and/or the Cardholder. The Bank may establish service fees with its Price-list applicable to all such services and benefits.
- 1.8. Upon concluding the Agreement, the Bank shall inform the Account Holder and/or Cardholder about the data of the Card and about the technical requirements applicable to the means of communication necessary for using the Card.
- 1.9. In all relations between the Bank, the Account Holder and the Cardholder, which are not regulated by the Agreement, the Parties shall be governed by the General Terms and Conditions of the Bank and the Current Account agreement concluded between the Bank and the Account Holder. If there are discrepancies between the General Terms and Conditions of the Bank and those of the Agreement, the terms and conditions of the Agreement shall prevail.
- 1.10. The Bank may, subject to the agreement of the Account Holder, increase the Limits without concluding an annex for the amendment of the Agreement. All the terms and conditions set out in the Agreement shall be applicable to the increased Limits.
- 1.11. If the Account Holder or the Cardholder does not meet the terms and conditions established by the Bank for the purpose of protecting the best interests of the customer or if the Account Holder fails to properly perform the payment obligations arising out of the Agreement, the Bank may reduce the Limits without concluding an annex for the amendment of the Agreement.
- 1.12. The Account Holder is obliged to pay to the Bank a fee for issuing the Card and a monthly maintenance fee on the basis of the Bank's Price-list.
- 1.13. The Bank may involve third persons for performing Operations related to the Card (such as other credit institutions, international card organizations: MasterCard International, Visa International Service Association or Pankade Kaardikeskuse AS), whereas, the Bank shall not be liable for the acts or omissions of such third persons.
- 1.14. The law of the Republic of Estonia shall apply to the Agreement.

**2. THE CARD**

- 2.1. The Card is personal, it bears the first name and surname and signature of the Cardholder.
- 2.2. Upon issuing the Card the Bank shall give the Cardholder a secret personal access code (hereinafter the PIN code), which shall be treated as the signature of the Cardholder in performing Operations.
- 2.3. The Cardholder is obliged to:
- 2.3.1. use the Card in compliance with the Agreement, *inter alia*, to make every effort to protect the Card and the PIN code;
  - 2.3.2. make every effort to protect the Card from high temperatures, mechanical damages and strong electromagnetic waves;
  - 2.3.3. sign the Card upon receipt;
  - 2.3.4. not to deliver the Card to third persons, except for the recipient of the payment for the duration of performing an Operation;
  - 2.3.5. comply, in performing Operations, with the instructions given by or written on the ATM. The Bank shall not be liable for any damages incurred by a violation of this clause.
  - 2.3.6. not to use the Card for illegal purposes, incl. the purchase of such goods and services, which are prohibited by the legal acts effective in the Republic of Estonia. Estonia.
- 2.4. The Bank may send to the Client the closed Card and PIN code by mail, to the address given to the Bank by the Client. Upon the receipt of the Card the Client must be convinced that the envelopes containing the Card and the PIN code have not been opened or damaged. In order to open the Card the Cardholder and/or the Account Holder have to apply to the Bank's outlet, Internet Bank or Telephone Bank.
- 2.5. The Card shall remain valid until the last day (inclusive) of the month indicated on the Card. Upon expiry of the Card, the Bank may prepare a new Card. The Bank shall notify the Cardholder about the time and place of getting the new Card and debit the account of the Account Holder to the extent of the fees arising out of clause 1.12 of the Agreement.
- 2.6. If the Account Holder and/or Cardholder is not interested in obtaining a new Card, they must inform the Bank thereof in writing or in another way accepted by the Bank 30 days before the final date indicated on the Card.
- 2.7. If the Cardholder does not accept the Card from the Bank within six (6) months after the Card was prepared, the Card shall be destroyed, whereas the service fees debited from the account of the Account Holder on the basis of the Bank's Price-list shall not be returned.
- 2.8. The Account Holder and/or Cardholder are obliged to return to the Bank a Card which is invalid, closed or has otherwise become unfit for use.

**3. GUARANTEEING SAFETY IN USING THE CARD**

3.1. The Account Holder and/or Cardholder are obliged to ensure that the Card and the PIN code are kept safe and with utmost care in order to prevent possession of the Card and/or the PIN code by third Parties.

3.2. The Cardholder is obliged to memorise the PIN code, destroy the envelope of and the sheet with the PIN code and must not record the PIN code on any data carrying media (e.g. on the Card).

3.3. If the Cardholder enters the PIN code incorrectly, the Bank may close and confiscate the Card. The Bank may refuse to return a confiscated Card.

3.4. The Account Holder and/or the Cardholder are obliged to notify the Bank promptly if there is a risk that the Card might be used by third persons, including about the loss or theft of the Card and/or PIN code and any other related circumstances.

3.5. The Bank enables the Account Holder and/or Cardholder round-the-clock reporting of the risk that the Card might be used by third persons and of related circumstances, including of the loss or theft of the Card. The application arising out of clause 3.4 of the Agreement may be made personally at the Bank outlet during the office hours of the Bank or by calling the Bank's round-the-clock working phone number 6 800 800.

3.6. After the Bank receives the notice arising out of clause 3.4 of the Agreement, the Bank shall employ all reasonable and available to the Bank measures to prevent further use of the Card. The Bank shall not be liable for damages if the Bank blocked the use of the Card relying upon an incorrect report.

**4. USE OF THE CARD**

4.1. The Card is linked to the account of the Account Holder and allows the Cardholder to perform Operations in Estonian kroons with the funds available in the account of the Account Holder to the extent of the Limits set out in the Agreement.

4.2. The Cardholder undertakes to confirm all Operation to be performed with the Card by his or her signature or by the entry of the PIN code.

4.3. The Cardholder is obliged to present its personal identification document to the person authorised to service the Card upon demand of the latter and agree with recording its data on the sales receipt and to sign the receipt.

4.4. For the purpose of safety, the Bank may close the Card to ensure the safety of the Account Holder and/or Cardholder, as well as to demand from the person authorised to service the Card the prohibition of the use of the Card or seizure of the Card.

4.5. The Bank is entitled to presume that all Operations performed with the Card have been performed by the Cardholder.

4.6. The Bank is entitled not to perform the order forwarded by the Cardholder, if:

4.6.1. the Account of the Account holder is blocked or impound;

4.6.2. the Card is closed;

4.6.3. the order exceeds the applicable Limits;

4.6.4. there are not sufficient funds in Estonia kroons in the account of the Account Holder for fulfilling the order and paying for the Operations;

4.6.5. the PIN code was used incorrectly;

4.6.6. the Bank has doubts concerning the identity of the Cardholder;

4.6.7. on any other grounds as provided in legal acts.

4.7. The Bank shall not be liable for damages incurred by non-performance of an order forwarded to the Bank if even just one of the circumstances set out in clauses 4.6.1 through 4.6.7 of the Agreement is present.

4.8. The Bank shall:

4.8.1. perform the orders of the Cardholder within terms (on due dates), which are stipulated in the current account agreement concluded between the Bank and the Account Holder;

4.8.2. not perform any orders which exceed the Limits;

4.8.3. block or close the Card upon the order of the Account Holder and/or Cardholder;

4.8.4. prove, in case of a dispute with the Account Holder and/or Cardholder, that the Operation performed with the Card has been duly saved and recorded on accounts and that no technical failure or other fault affected the Operation performed.

4.9. The Account Holder and/or the Cardholder undertake to inform the Bank of any errors or malfunctions in performing the Operations.

4.10. The Bank may disclose Operations-related information concerning the Agreement, Account Holder and Cardholder to third persons who are entitled to such information pursuant to the laws of Estonia, and also to the international card organisations set out in clause 1.13 of the Agreement, to Pankade Kaardikeskuse AS, persons connected with the Operation, AS Krediidinfo and other persons set out in the General Terms and Conditions of the Bank.

4.11. The Bank and the company providing additional services pursuant to clause 1.7 of the Agreement are entitled to receive and exchange between themselves information on the use of the Card concerning the Account Holder and the Cardholder and to give other instructions on the use of the Card.

4.12. Use of a closed or expired Card is prohibited. If the Cardholder uses the Card contrary to the condition set out in this clause, the Bank may demand from the Account Holder and debit from the account of the Account Holder a fee for removing the Card from circulation on the basis of the Bank's Price-list and any other expenses incurred to the Bank by the use and closing of the Card.

4.13. If Operations have been performed with the Card, which differ from the normal use of the Card, the Bank is entitled to approach the Cardholder in order to verify the correctness of performed Operations.

4.14. The person authorised to service the Card may refuse to service the Card or take away the Card in the interests of the safety of the Cardholder.

4.15. If the Account Holder fails to fulfil the obligations arising out of clause 5 of the Agreement, the Bank may suspend the use of the Card until such obligations are properly met by the Account Holder.

**5. PAYMENT OBLIGATION**

5.1. The Bank is entitled to debit from the account of the Account Holder all the amounts of the Operations performed with the Card, and also the fees and fines set out in the Price-list of the Bank for any use of the Card contrary to the terms and conditions of the Agreement. In addition, the Bank may also debit from the account of the Account Holder any extra fees charged by the international card organisations set out in clause 1.13 of the Agreement on Operations performed abroad. The Bank shall normally debit the amounts of and charges on Operations from the account of the Account Holder as of the date the Operations are received in the Bank.

5.2. Demands (including reserved amounts of Operations and final confirmations of Operation) concerning Operations performed abroad and the related Operations fees shall be received by the Bank from international card organisations converted into Estonian kroons on the basis of the daily exchange rate applied by such organisations.

5.3. In the case of Operations performed with the Card abroad, the amount of that Operation shall be reserved in the account of the Account Holder. The Bank is obliged, upon receipt of the Confirmation of Operation by the Bank, to return to the Account Holder the difference of the initial reservation and the amount of Operation stated in the confirmation of Operation. If the amount of Operation set out in the confirmation of Operation is higher than the reservation made by the Bank in the account of the Account Holder, the Bank may debit the amount of the Operation set out in the confirmation of Operation and the difference in the reservation from the account of the Account Holder.

5.4. The Account Holder is obliged to ensure that there are sufficient funds available in his or her account for paying for the Operations and the services consumed.

5.5. The Bank is entitled to debit indebtedness under the Agreement from any account of the Account Holder with the Bank.

5.6. The Bank may debit the amounts of Operations and the fees and fines set out in the Bank's Price-list from the account of the Account Holder on a date determined by the Bank, which is different from the date set out in clause 5.1 of the Agreement.

## **6. INFORMATION ON OPERATIONS**

6.1. The Bank shall notify the Account Holder of Operations with a statement of account that can be received in any branch outlet of the Bank or in the Internet Bank.

6.2. The Bank shall keep, for a reasonable period of time, the information enabling to verify the performed Operations.

6.3. The Bank suggests that all the receipts for payment should be preserved in order to check the correctness of transactions.

## **7. LIABILITY OF BANK**

7.1. The Bank shall be liable for:

7.1.1. failure to perform or negligent performance of an order received in the Bank, except in the cases set out in clause 4.6 of the Agreement;

7.1.2. operations, performed against the intention of the Cardholder, except in case the Cardholder bears the risk of theft or loss of the Card and/or PIN code;

7.1.3. any error or malfunction in maintaining the account of the Account Holder.

7.2. If the Bank is liable according to clause 7.1 of the Agreement, the Bank shall indemnify the amount of the non-performed or insufficiently performed order to the Account Holder and an eventual interest thereof and; in case of a transaction performed without the intention of the Cardholder, the Bank shall restore the account balance of the Account Holder as it was prior to the Operation.

7.3. The Bank shall not be liable for third persons involved in the performance of an Operation, goods or services that are paid for by the Card, as well as in a case of refusal to service the Card upon performance of an Operation.

## **8. LIMIT AMOUNT OF OWN LIABILITY IN USING THE CARD**

8.1. In case of lost or stolen Card and/or PIN-code the Account Holder will bear the risk of theft or loss until informing the Bank of the theft or loss in acceptable way for the Bank, however to an extent not exceeding the limit amount of own liability, the amount of which is double amount of the weekly limit, but no more than the amount which equals to EUR 150 (one hundred and fifty).

8.2. The limit amount of own liability shall not be applied if the Cardholder or Account holder has intentionally violated or neglected the obligations stipulated in the Agreement or in case of a fraud by the Cardholder or Account holder.

## **9. SETTLEMENT OF DISPUTES**

9.1. The Account Holder and/or the Cardholder may send a claim to the Bank about an Operation within 60 days as of debiting the amount of Operation from the current account.

9.2. Any disputes between the Account Holder, Cardholder and the Bank shall be settled in accordance with the Bank's General Terms and Conditions.

9.3. Regarding an Operation disputed by the Account Holder or Cardholder, the Bank undertakes to execute a reimbursement to the benefit of the Account Holder only after a corresponding reimbursement has been executed to the Bank, except in the cases set out in clause 7.1 of the Agreement.

9.4. Any disputes arising out of relations between the Cardholder and the persons servicing the Card shall not affect the Account Holders payment obligations set out in clause 5 of the Agreement.

## **10. TERM, AMENDMENT AND CANCELLATION OF THE AGREEMENT**

10.1. This Agreement shall take effect as of the moment of signing and is concluded without a term.

10.2. The Bank is entitled to amend unilaterally the Terms, provided it has informed the Account Holder and Cardholder in advance hereof and grants a reasonable period of time for cancelling the Agreement, which may not be less than one month. If the Account Holder has not terminated the Agreement within the given term, the Bank shall consider that the Account Holder has agreed to the amendments.

10.3. If one of the parties to the Agreement violates the terms and conditions of the Agreement, the other party to the Agreement may immediately cancel the Agreement with good reason, notifying the other party thereof.

10.4. The parties to the Agreement are entitled to cancel unilaterally the Agreement notifying the other party thereof at least 30 (thirty) days in advance.

10.5. The parties to the Agreement are entitled to terminate the Agreement any time upon the agreement by the parties to the Agreement.

10.6. The Agreement is deemed to be expired if the current account agreement related to the Agreement expires.

10.7. Upon the expiration of the Agreement, the Card shall be returned by the Account Holder or Cardholder to the Bank.

10.8. Expiration of the Agreement shall have no impact on the collection and satisfaction of monetary claims that emerged before the expiration of the Agreement. The Bank is entitled to debit from the account of the Account Holder all the amounts of Operations performed before the expiration, fees and other indebtedness set out in the Bank's Price-list.