

TERMS FOR CREDIT CARD**1. DEFINITIONS**

- 1.1. **Account Holder** – a person to whose current account the Card is linked.
- 1.2. **Agreement** – a credit card agreement entered into between the Bank and Account Holder, consisting of the credit card application as accepted by the Bank and the present Terms for Credit Card.
- 1.3. **Bank** – Nordea Bank Finland Plc Estonia Branch.
- 1.4. **Card** – a credit card issued by the Bank to the Cardholder.
- 1.5. **Cardholder** – a person whom the Bank has issued a Card.
- 1.6. **Card Transaction** – a Card payment or cash withdrawal, or any other transaction made under the Agreement.
- 1.7. **Credit Limit** – maximum amount to which extent the Bank has agreed to finance the Card Transactions in each month. The Credit Limit is calculated separately per each calendar month.
- 1.8. **Usage Limits** – daily and monthly financial limits on making Card Transactions by the Cardholder.
- 1.9. **PIN** – a secret personal identification code that is used to identify the Cardholder.

2. GENERAL PROVISIONS

- 2.1. The Bank's general terms and conditions, the price list and the current account agreement concluded between the Bank and Account Holder shall apply to the Agreement. If the Bank has allowed the Account Holder upon applying for the Card to choose the design of the Card from the Bank's image gallery or from the personal selection, the Picture Card terms and conditions shall also be part of the Agreement.
- 2.2. The Cardholder may be the Account Holder (except for an Account Holder who is a legal person) or a natural person appointed by the Account Holder. The Account Holder shall be liable for using the card by the Cardholder and compliance with the requirements of using the card and holding the card and the PIN by the Cardholder.
- 2.3. The Bank shall send the Account Holder all notices related to the Agreement, unless otherwise provided for in these Terms. The Account Holder is obliged to immediately forward instructions for the use of the Card to the Cardholder.

3. USING THE CARD

- 3.1. The Card is personal and may be used only by the Cardholder.
- 3.2. Upon receiving the Card the Cardholder must place his/her signature on it.
- 3.3. The Card can be used in the payment points and ATMs carrying the MasterCard logo.
- 3.4. The Cardholder may perform Card Transactions to the extent of the Credit Limit, however by not exceeding the Usage Limits established. In Estonia, cash can be withdrawn with the Card only on account of a positive balance of the account related to the Card. In other countries, cash can be withdrawn with the Card only on account of the Credit Limit.
- 3.5. The Bank is entitled, with good reason, to change the Credit Limit and Usage Limits by informing the Cardholder thereof.
- 3.6. The Cardholder must approve each Card Transaction with his/her signature or by entering the PIN. When approving the Transaction with signature, the Cardholder may sign only one receipt per Card Transaction. In order to verify the correctness of Card Transactions, the Bank suggests retaining the receipts.
- 3.7. The Cardholder must submit his/her identity document if requested by a person receiving the Card payment, and allow recording the data of the document.
- 3.8. In the case of suspicion regarding the identity of the Cardholder, the person receiving the Card payment is entitled to refuse to accept the Card or to confiscate it. A Card left in an ATM shall not be returned, if incorrect PINs have repeatedly been entered.
- 3.9. The Bank is entitled, for security reasons, to close or temporarily block the Card by informing the Account Holder or Cardholder thereof. Additionally the Bank is entitled to block the Card if:
 - 3.9.1. the Account Holder fails to fulfil any payment obligation to the Bank under this Agreement or any other agreement;
 - 3.9.2. according to the Bank's knowledge, the Card is used in an unauthorised manner or is in danger of being so used;
 - 3.9.3. the Bank becomes aware of any other circumstances giving it sufficient reason to believe that the Account Holder will not perform or will be unable to perform its existing or future obligations to the Bank.
- 3.10. The Account Holder and Cardholder are entitled at any time to demand the Card to be blocked by the Bank.
- 3.11. A Card that is blocked, closed or invalid may not be used.

4. REPAYMENTS, SERVICE FEES

- 4.1. On the 20th day of each month ("due date") the Account Holder is obliged to repay the Bank the amounts of the Card Transactions made in the previous calendar month.
- 4.2. Upon the end of a calendar month the Bank shall submit an invoice to the Account Holder for the Card Transactions and cash withdrawals abroad that month, and shall debit the amount of the invoice on the due date from the Account Holder's current account related to the Card without any additional order by the Account Holder. The invoice shall not reflect the cash withdrawals performed in Estonia. The invoice shall be submitted in the Internet Bank or in any other manner agreed between the parties.
- 4.3. The claim for payment resulting from a Card Transaction made in a foreign currency shall be submitted to the Bank converted into euros, using the exchange rate of the international card organisation. If necessary, the Bank shall convert such claim into the currency valid in Estonia using the exchange rate for the card transactions valid in the Bank on the day the Bank receives the confirmation on the Card Transaction.
- 4.4. The Account Holder is obliged to ensure that on the day of payment, there are sufficient funds on the current account linked with the Card to enable the Bank to debit the amounts due from the account by not exceeding the available balance of the account. However, the Bank is entitled to debit the due amount from the current account also in case the available balance of the account becomes thereby exceeded. In addition, the Bank is entitled, without any additional order by the Account Holder, to debit the missing amount from any other account of the Account Holder and, if needed, to effect a currency exchange using the exchange rate of the Bank valid at the time of the conversion.

5. PROTECTING THE CARD AND PIN

- 5.1. The Cardholder is obliged to keep the Card with care and use appropriate measures in order to keep the PIN or Card number in secrecy or to avoid possession of the Card by, any other person (except for handing over the Card for making a payment, to a person servicing the Card).

- 5.2. The PIN may not be recorded on any items, especially on the Card or on any items carried by the Cardholder with the Card. After delivery of the Card to the Cardholder, he/she is obliged to memorise the PIN and to destroy the PIN envelope and its contents.
- 5.3. When entering the PIN in an ATM or a payment terminal the Cardholder must take measures to avoid the disclosure of the PIN to any person nearby.
- 5.4. In order to avoid any unauthorised use of the Card, the Bank recommends not using it in performing Card Transactions where the Card is used without actually being presented or electronically verified (e.g. making payments in web shops, submitting Card information via telephone or fax).
- 5.5. The Cardholder must protect the Card from mechanical damage, high temperature, strong electromagnetic fields and other harmful factors.
- 5.6. Upon theft or loss of the Card or losing by the Cardholder the possession of the Card in any other way or when the PIN has been disclosed or is in danger of being disclosed to any other person, the Cardholder or Account Holder must immediately inform the Bank thereof by the phone **(+372) 6 283 283** or by giving a notice in the Bank's office or by any other means acceptable to the Bank, or by giving the said notice to *Pankade Kaardikeskuse AS* by the phone **(+372) 6 711 444**. Upon receipt of such notice, the Card shall be closed.
- 5.7. The Account Holder and Cardholder must, upon the Bank's request, immediately inform the Bank of the circumstances in losing possession of the Card or disclosing the PIN.
- 5.8. The closed Card shall be replaced by a new Card based on an application by the Cardholder or Account Holder.

6. LIABILITY

- 6.1. The Account Holder is liable for the fulfilment of its own obligations as well as of the Cardholder's obligations under the Agreement, including but not limited to any and all payment obligations arising from the Card Transactions. The Account Holder is liable irrespective of whether the Card Transaction was performed by the Account Holder, Cardholder or by any other person whom the Account Holder or Cardholder allowed to use the Card.
- 6.2. Upon theft or loss of the Card or losing by the Cardholder the possession of the Card in any other way, the Account Holder shall bear the risk of the unauthorised use of the Card until the notice thereof is given according to subsection 5.6 above. The limitation of the Cardholder's liability shall be 150 euros or a corresponding amount in another currency, for each Card stolen or lost.
- 6.3. Limitation of the Account Holder's liability does not apply if the Cardholder or Account Holder failed to perform its obligations under the Agreement (especially with regard to the requirements laid down in section 5) intentionally or due to gross negligence or in case of a fraud by the Cardholder or Account Holder.
- 6.4. The Bank is not liable for the features of goods/services paid with the Card or impossibility to use the Card, if this is caused by damage to the Card, data communications failures not depending on the Bank or other circumstances not depending on the Bank.
- 6.5. The Bank is not liable for damage caused by the closing of the Card based on a false notification.

7. CONTESTING THE CARD TRANSACTION

- 7.1. The Cardholder is obliged to check the correctness of the data laid down in the Card Transaction receipt and Account statement.
- 7.2. The Cardholder is obliged to notify the Bank of an unauthorised payment or a payment performed incorrectly immediately after becoming aware thereof, but not later than within 13 months after debiting the account.
- 7.3. Submitting a claim does not exempt the Account Holder from the obligation to pay the Card Transaction amount and relevant fees on the due date, unless the claim has been satisfied by that time.
- 7.4. In the event that the Account Holder or the Cardholder has approved the Card payment without being aware of the exact amount, the Bank shall not be liable for the amount of the Card Transaction payable. In such case, the Account Holder may file a claim or a request for returning the amount of the Card payment directly to the recipient of the Card payment, instead of the Bank.

8. VALIDITY OF THE CARD

- 8.1. The Card is valid until the end of the month marked on the Card.
- 8.2. If the Account Holder and the Cardholder are eligible according to the terms established by the Bank (e.g. their creditworthiness, due fulfilment of the obligations arising from the Agreement), the Bank shall issue a new Card upon expiry of the Card. If the Cardholder or Account Holder does not want a new Card, he/she must inform the Bank thereof at least 30 days prior to the expiry of the existing Card.
- 8.3. The Bank shall destroy a Card not accepted upon expiry of 3 months from entry into the Agreement or upon expiry of the Card replaced.

9. ENTRY INTO FORCE AND TERMINATION OF THE AGREEMENT

- 9.1. The Agreement enters into force on the day the Bank has accepted the Card application, and is effective for an unspecified term.
- 9.2. The Account Holder is entitled to terminate the Agreement at any time.
- 9.3. The Bank is entitled to terminate the Agreement extraordinarily without advance notice if:
 1. the Account Holder has been in delay with any of its payment obligations to the Bank under this Agreement or any other agreement for at least 45 days;
 2. the Card has been continuously blocked for at least 45 days;
 3. within the term of three months, the Account Holder have not had any valid cards in their possession.
- 9.4. If the Cardholder notifies the Bank at least 30 days before the expiry of the Card that he/she does not want a new Card, the Agreement terminates with regard to the Card upon the expiry of the existing Card.
- 9.5. If the Account Holder notifies the Bank at least 30 days before the expiry of the Card that he/she does not want a new Card, the Agreement terminates regarding all the parties upon the expiry of the Account Holder's Card.
- 9.5. Termination of the Agreement shall not affect the claims arisen before the termination of the Agreement.
- 9.6. The Cardholder is obliged to return the Card to the Bank immediately after the Card has expired or has been replaced or after the Agreement has been terminated.