

TERMS FOR DEBIT CARD**1. DEFINITIONS**

- 1.1. **Account Holder** – a person to whose current account the Card is linked.
- 1.2. **Agreement** – a debit card agreement entered into between the Bank and Account Holder, of which these Terms for Debit Card shall form a part.
- 1.3. **Bank** – Nordea Bank Finland Plc Estonia Branch.
- 1.4. **Card** – a debit 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 Card transaction made under the Agreement.
- 1.7. **PIN** – a secret personal identification code that is used to identify the Cardholder.
- 1.8. **Usage Limits** – daily and monthly financial limits on making Card Transactions by 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 Account Holder has upon applying for the Card chosen 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 only in the payment points and ATMs carrying the Maestro logo.
- 3.4. The Card may be used to dispose funds on the current account specified in the Agreement, as well as to dispose an overdraft facility if linked to that account. The Cardholder is entitled to perform Card Transactions to the extent of the available balance of the current account, however by not exceeding the Usage Limits established.
- 3.5. The Bank is entitled, with good reason, to change the Usage Limits by informing the Account Holder or Cardholder thereof.
- 3.6. The Cardholder must authorise each Card Transaction with his/her signature or by entering the PIN. When authorising 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 a 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 misused or is in danger of being misused;
 - 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. DEBITING THE CURRENT ACCOUNT, SERVICE FEES

- 4.1. Upon making a Card Transaction the Bank shall reserve the amount of the Card Transaction on the Account Holder's current account. The Bank shall debit the amount of a Card Transaction from the current account on a day it receives from *Pankade Kaardikeskuse AS* (or another person offering the service of processing card payments) a confirmation of the Card Transaction, usually being a day of the Card Transaction or the following settlement day.
- 4.2. 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.
- 4.3. The Bank shall establish all Card-related fees (e.g. Card's issuing fee, annual fee, monthly maintenance fee, cash withdrawal fee) in the price list.
- 4.4. The Bank shall debit all fees and other amounts payable by the Account Holder to the Bank on the basis of the Agreement from the current account of the Account Holder without an additional order.
- 4.5. The Account Holder is obliged to keep sufficient funds on the current account linked with the Card to enable the Bank to debit the amounts due by not exceeding the available balance of the account. The Bank is entitled to debit the due amount also in case the available balance of the account becomes thereby exceeded. As an alternative to the aforesaid the Bank is entitled, at its own discretion and 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 payment terminal the Cardholder must take measures to avoid the disclosure of the PIN to any third person.
- 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 blocking of the Card based on a false notification.

7. CONTESTING THE CARD TRANSACTION

- 7.1. The Cardholder and the Account Holder are obliged to check the correctness of the data laid down in the Card Transaction receipt and Account statement.
- 7.2. The Cardholder and/or the Account Holder are 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.

8. VALIDITY OF THE CARD

- 8.1. The Card is valid until the end of the month marked on the Card.
- 8.2. Upon expiry of the Card the Bank shall issue a new 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 by the Cardholder, upon expiry of 3 months from entry into the Agreement or from expiry of the Card replaced.

9. ENTRY INTO FORCE AND TERMINATION OF THE AGREEMENT

- 9.1. The Agreement enters into force upon signing 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 an advance notice if:
 - 9.3.1. 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;
 - 9.3.2. the Card has been continuously blocked for at least 45 days;
 - 9.3.3. 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 existing Card upon the expiry of the 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.
- 9.6. Termination of the Agreement shall not affect the falling due and the fulfilment of the claims arisen before the termination of the Agreement.
- 9.7. 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.