

# Terms and conditions of Temporary Card Agreement

Valid from  
7 March 2018

## 1. GENERAL PROVISIONS

- 1.1. The Temporary Card Agreement (hereinafter the **Agreement**) governs the relations between AS LHV Pank (hereinafter the **Bank**) and the customer of the Bank (hereinafter the **Customer**) in using the services (cash withdrawal from an ATM) provided by the Bank via a temporary electronic means of payment or a Temporary Card to be issued by the Bank.
- 1.2. These terms and conditions of the Temporary Card agreement (hereinafter the **Conditions**) constitute an inseparable part of the Agreement and shall be applied to the Agreement insofar as the Bank and the Client have not agreed otherwise.
- 1.3. In issues not regulated by the Agreement, the Bank and the Client shall be governed, in addition to the Conditions, by the Bank's General Conditions and the Conditions of Payment Services Agreement, including other documents referred to therein. The Client has reviewed all of the above conditions, is aware of and consents to the Parties' rights and obligations arising therefrom.
- 1.4. The Agreement shall be governed by the laws of the Republic of Estonia.

## 2. DEFINITIONS

- 2.1. In addition to the terms defined in the General Conditions of the Bank and the Conditions of the Payment Services Agreement, the following terms with the following meaning shall be used in the Conditions:
  - 2.1.1. **Temporary Card** is an electronic means of payment owned by the Bank, allowing the Client to conduct operations agreed with the Bank pursuant to the procedure established by the Bank.
  - 2.1.2. **Limit** is the limit (in euros), within which the Client is allowed to perform Operations with the Temporary Card in a day or month.
  - 2.1.3. **Operation** is using the funds available on the Client's Account tied to the Temporary Card for the withdrawal of cash through an ATM designated by the Bank.

## 3. USING THE TEMPORARY CARD

- 3.1. Only the Client shall be entitled to perform Operations with the Temporary Card.
- 3.2. Upon issue of the Temporary Card, the Client shall be provided with Security Elements of the Temporary Card (PIN), which shall be regarded as the signature of the Client when performing Operations.
- 3.3. The Client may start performing Operations as of signing the Agreement and receiving the Temporary Card.
- 3.4. The Temporary Card is tied to the Client's Account.
- 3.5. The Client is entitled to perform Operations within the funds available on the Client's Account or the Limits and only at the ATMs installed by the Bank in the Republic of Estonia and bearing the Bank's logo.
- 3.6. By entering the Security Element of the Temporary Card, the Client confirms all Operations performed with the Temporary Card. This verification shall serve as the Client's consent to the performance of the Operation.
- 3.7. The Bank shall have the right not to carry out the Operation made by the Client, if:
  - 3.7.1. the Client's Account has been blocked or seized;
  - 3.7.2. the Temporary Card is invalid or closed, or use of the Temporary Card has been blocked;
  - 3.7.3. the sum of the Operation exceeds the unused part of the Limit established in the Agreement;
  - 3.7.4. there are insufficient funds in the Account to carry out the Operation and to pay the service fees established in the Price List;
  - 3.7.5. under any other grounds arising from the General Conditions or legislation.
- 3.8. The Bank has a right to block the use of the Temporary Card until the circumstances are clarified, if:
  - 3.8.1. the Bank has become aware of a circumstance from which it can be reasonably concluded that the Temporary Card has become available

- and/or the Security Elements of the Temporary Card have been disclosed to a person not authorised to use the Temporary Card;
- 3.8.2. the use of the Temporary Card may be related to a fraud on behalf of the Client;
- 3.8.3. there are grounds for blocking the Temporary Card under the Conditions, the General Conditions or Service Conditions.
- 3.9. If the reasons for blocking the Temporary Card under clause 3.8 of the Agreement are not eliminated, the Bank shall be entitled to close the Temporary Card.
- 3.10. The Client shall at be entitled to request the blocking and/or closing of the Temporary Card by the Bank.
- 3.11. A Temporary Card that has been blocked, closed or rendered invalid, may not be used.
- 3.12. Unless otherwise provided for by the Imperative Provisions, the Bank shall not be held liable for any damage caused to the Client or a third party in connection with the blocking of the Temporary Card or closing of the Temporary Card by the Bank in accordance with the Conditions. This shall also be the case if the Bank has blocked the use of the Temporary Card in good faith on the basis of a false notification.
- 3.13. The Bank has a right to engage third parties in the performance of Operations related to the Temporary Card [e.g. Card Centre of Banks (Nets Estonia AS)]. The Bank shall not be held liable for the actions of these persons, or their failure to act.
- 3.14. The Bank shall have the right to establish minimum and maximum limits for the use of the Temporary Card as well as for single Operations.

## 4. SECURITY REQUIREMENTS FOR THE USE OF TEMPORARY CARD

- 4.1. The Client shall:
  - 4.1.1. use the Temporary Card in accordance with the Agreement and make every effort to protect the Temporary Card from mechanical damage, high temperatures, electromagnetic fields, reproduction, alteration, etc.;
  - 4.1.2. not pass on the Temporary Card to third parties;
  - 4.1.3. not use the Temporary Card for illegal purposes;
  - 4.1.4. immediately notify the Bank of any errors or failures obstructing the performance of Operations;
  - 4.1.5. fulfil other obligations arising from the Agreement and the Law of Obligations Act.
- 4.2. To guarantee the security of the performance of Operations, the user of a Temporary Card shall periodically change the Security Elements of the Temporary Card if the Bank has established the relevant procedures and periods.
- 4.3. The Client shall make sure that persons not authorised to use the Temporary Card have no access to the Temporary Card and/or the Security Elements of the Temporary Card. The Client shall make every effort to safeguard the Temporary Card and/or the Security Elements of the Temporary Card, including to memorise the Security Elements, shall not save the Security Elements on any data carrier and shall safeguard the Security Elements in such a way so as to rule out their use by third parties (including shall destroy the hard copy of the Security Elements immediately after memorising the Security Elements).
- 4.4. If the Temporary Card has been used by unauthorised parties or in an inappropriate manner, or if the Temporary Card and/or the Security Elements have been lost or stolen or the Security Elements have been or are in danger of being disclosed to third parties not authorised to use the Temporary Card and/or the Security elements, the user of the Temporary Card or the Client shall immediately notify the Bank thereof at the time and on the phone number specified by the Bank on its website.
- 4.5. Upon receipt of the information specified in clause 4.4, the Bank shall make every effort to prevent further use of the Temporary Card (including shall close the Temporary Card).

- 4.6. The Bank has a right to refuse to carry out an Operation and/or confiscate the Temporary Card if the Temporary Card and/or the Security Elements of the Temporary Card have been used inappropriately.

## 5. PAYMENT OBLIGATION

- 5.1. The Bank shall be entitled to debit the amounts of any Operations effected, fees related to the use of the Temporary Card, i.e. the Operations performed, as set out in the Price List of the Bank, in particular but not limited to the fee for cash withdrawal from ATM, the fee for viewing the Account balance or statement via ATM, fee for issuing the Temporary Card, the fee for using a Temporary Card, etc.
- 5.2. As a rule, the Bank debits the amount of the Operations as well as the fees and costs related to the Operations from the Account on the day the Operation is received by the Bank. The Bank shall debit the fee for issuing a Temporary Card (if established with the Price List) from the Account on the 10th day of the month following the issue of Temporary Card. The fee for the issue of the Temporary Card shall not be refunded by the Bank. The Bank has the right to also debit the sum of the Operation and/or any fees established in the Agreement on other dates specified by the Bank.
- 5.3. The Client is obliged to ensure that there are sufficient funds available in the Account for debiting the amounts specified in clause 5 of the Agreement.
- 5.4. If the Client fails to perform the payment obligation provided in clause 5 of the Agreement the Bank shall be entitled to block the use of the Temporary Card until the payment obligation is fulfilled. The Bank shall unblock the Temporary Card within a reasonable period of time after the circumstances serving as the basis for the blocking have been eliminated or have ceased to exist.

## 6. EXCHANGE OF INFORMATION AND FILING OF CLAIMS REGARDING THE OPERATIONS PERFORMED

- 6.1. Information on the Operations performed/not performed is available to the Client in the Account statement.
- 6.2. The Client shall immediately check the accuracy of the Operations performed. All claims related to unauthorised and/or incorrectly performed Operations shall be filed immediately in a format which can be reproduced in writing, but not later than by the term indicated in the applicable legislation (which at the time of concluding the Agreement is 13 months since concluding the Operation).
- 6.3. Additional information on the disputing of Operations is available on the website of the Bank.
- 6.4. All other claims and disputes between the Client and the Bank shall be settled pursuant to the procedure provided in the General Conditions. If the Bank and the Client fail to reach an agreement in case of a dispute, the dispute shall be settled in court at the location of the Bank, unless the Bank and the Client have agreed otherwise or unless Imperative Provisions stipulate otherwise.
- 6.5. In order to settle the dispute out-of-court, the Client may also address the committee of consumer complaints of the Consumer Protection Board (address: Rahukohtu 2, Tallinn 10130, phone: 372 62 01 700, e-mail: info@tarbijakaitseamet.ee, website: www.tarbijakaitseamet.ee).
- 6.6. The Client confirms to agree to the application of the law of the Republic of Estonia to the relations arising from the Agreement and to the settlement of any disputes in an Estonian court (including in the event that the Client is living in or moves to a foreign country after entry into the Agreement).

## 7. LIABILITY

- 7.1. The Parties shall be held liable for a breach of their obligations in accordance with the provisions of the Conditions, the General Conditions, the Payment Services Agreement and legislation.
- 7.2. If an unauthorised payment has been made by using a lost or stolen Temporary Card and/or Security Elements of the Temporary Card, or if the Temporary Card and/or Security Elements have been used in any other unauthorised manner and the Client has failed to safeguard the Temporary Card and/or Security Elements in an appropriate manner, the Client shall be held liable for the damage caused to the Bank until notification of the Bank by means acceptable to the Bank, except where the law expressly precludes liability and in the maximum

sum of 50 euros. The liability limit shall not be applied if the Operation can be associated with fraud conducted by the Client or if the Client intentionally or due to gross negligence:

- 7.2.1. the obligation to use the Temporary Card and/or the Security Elements according to the terms and conditions of issuing and using thereof, including the obligation to make all efforts required from the receipt of the Temporary Card and/or the Security Elements in order to keep the Temporary Card and the Security Elements enabling the use thereof to be protected;
- 7.2.2. the obligation to immediately notify the Bank, or any third party indicated by it for that purpose, of losing or stealing of the Temporary Card and/or the Security Elements and of any unauthorised or incorrect use of the Temporary Card, after becoming aware of it;
- 7.2.3. one or more conditions of issuing and using the Temporary Card and/or the Security Elements.
- 7.3. The Bank shall not be held liable for the third parties engaged in the performance of the Operations, or in cases where the Temporary Card is not accepted for performance of the Operation.

## 8. VALIDITY OF THE TEMPORARY CARD

- 8.1. A Temporary Card is valid for 15 (fifteen) days as of entry into the Agreement.
- 8.2. The Bank has a right to immediately close the Temporary Card if another bankcard issued by the Bank and tied to the Client's Account is activated by the Bank.
- 8.3. The user of a Temporary Card shall not use an invalid or a closed Temporary Card or a Temporary Card that has been rendered unfit for use in any other way, and shall return such Temporary Card to the Bank within 15 (fifteen) days from the closure or expiry of the Temporary Card or from the moment the Temporary Card has been rendered unfit for use in any other way.

## 9. ENTRY INTO FORCE, AMENDMENT, AND TERMINATION OF THE AGREEMENT

- 9.1. The Agreement enters into force as of its conclusion and shall be valid for 15 (fifteen) days.
- 9.2. The Client shall have the right to request a change of the Limit or Limits pursuant to the procedure and within the limits established by the Bank. In such cases, the Bank shall have the right to change (including to raise) the Limits without concluding a separate annex for the amendment of the Agreement. The changed Limits are subject to all terms and conditions established in the Agreement.
- 9.3. The Client has the right to cancel the Agreement at any time.
- 9.4. The Bank has a right to cancel the Agreement extraordinarily without any advance notification on the grounds provided by the General Conditions and/or the Payment Services Agreement or on other grounds arising from the legislation.
- 9.5. The Agreement shall be automatically terminated upon expiry of the Payment Services Agreement concluded between the Bank and the Client.
- 9.6. The Parties have a right to terminate the Agreement at any time by mutual agreement.
- 9.7. Termination of the Agreement shall have no bearing on the collection or satisfaction of financial claims that arose prior to termination of the Agreement.

## 10. FINAL PROVISIONS

- 10.1. The Bank and the Client undertake not to disclose any information related to the conclusion of the Agreement and performance of the Agreement to third parties, unless this is required by circumstances related to the processing of the Temporary Card or Operations, or unless agreed in the Agreement.
- 10.2. The Bank shall have the right to disclose the Agreement-related information on the Operation, the Temporary Card and the Client to third parties whose right to such information arises from the General Conditions and the Principles of Processing Client Data by the Bank.
- 10.3. Supervision over the activities of the Bank shall be performed by the Financial Supervision Authority (address: Sakala 4, 15030 Tallinn, phone: 372 66 80 500, e-mail: info@fi.ee, website: www.fi.ee).