

# Terms and conditions of Partner Credit Card agreement

Valid from  
25 September 2019

## 1. GENERAL PROVISIONS

- 1.1 The Partner Credit Card Agreement (hereinafter the **Agreement**) governs the relations between AS LHV Pank (hereinafter the **Bank**), Tallinna Kaubamaja Grupp AS (hereinafter **Kaubamaja**) and the customer of the Bank (hereinafter the **Customer**) in using the services provided by the Bank, Kaubamaja and any third party via an electronic means of payment – i.e. a card – to be issued by the Bank.
- 1.2 These conditions of the Agreement (hereinafter the **Conditions**) shall form an integral part of the Agreement, and shall be applicable to the Agreement, unless otherwise agreed between the Bank and the Customer (the Bank and the Customer are not allowed to agree on conditions that differ from the Partner programme conditions established by Kaubamaja).
- 1.3 In issues not regulated by the Agreement, the Bank, Kaubamaja and the Customer shall be governed, in addition to the Conditions, by the Bank's General Conditions, the Conditions of Payment Services Agreement, including other documents referred to therein, and the Partner programme conditions established by Kaubamaja. The Partner programme conditions are available on Kaubamaja's website at [www.partnerkaart.ee](http://www.partnerkaart.ee). In case of any contradictions between the above conditions and the documents, the Conditions shall apply. 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. **Automatic Repayment** is a sum chosen by the Client, to the extent of which the Client wishes to repay the Credit Limit Used to the Bank on the Payment Date. The Client is entitled to change the amount of Automatic Repayment at any time, including to designate 0 (zero) euros or the whole Credit Limit Used as the amount of Automatic Repayment. The change of the amount of Automatic Repayment shall take effect as of the month following the making of the change.
- 2.1.2. **Interest** is the fee payable by the Client to the Bank for the use of the Credit Limit.
- 2.1.3. **Daily Interest** is the rate of interest per day, accrued in case of withdrawal from the Agreement.
- 2.1.4. **Card User** is a Client who is a natural person, or another natural person complying with the requirements of the Bank, to whom the Bank has granted the Card for use upon the request of the Client.
- 2.1.5. **Card** is an electronic means of payment owned by the Bank, allowing the Card User to conduct Operations pursuant to the procedure established by the Bank. The Card shall be issued by the Bank in cooperation with Kaubamaja. The Card may also be used as the Kaubamaja Group customer card (the Partner card).
- 2.1.6. **Credit Limit Used** is the amount of Operations and the costs and fees related to the Operations performed on account of the Credit Limit.
- 2.1.7. The **Kaubamaja group of companies** is Tallinna Kaubamaja Grupp AS (registry code: 10223439), Kaubamaja AS (registry code: 12305124), Selver AS (registry code: 10379733), OÜ Kulinaaria (registry code: 12304610), AS TKM King (registry code: 10256976), Aktsiaselts VIKING MOTORS (registry code: 10042784) and OÜ TKM Beauty Eesti (registry code: 11432276).
- 2.1.8. **Annual percentage rate of charge** is the total cost of the Credit Limit for the Client (all costs borne by the Client, including the Interest and other fees that the Client is obliged to pay to the Bank under the Agreement and that are known to the Bank at the moment of the signing of the Agreement), which has been expressed as an annual percentage rate charged on the part of

the Credit Limit used based on the assumption that the Bank and the Client fulfil their obligations under the conditions and by the terms set forth in the Agreement. When calculating the annual percentage rate, the Bank presumes that the Client shall activate the Card on the day of entry into the Agreement and use the whole Credit Limit as soon as possible and return the Credit Limit to the Bank within 1 (one) year in equal monthly instalments. When calculating the annual percentage rate the Bank shall not take into account any costs and fees which the Client must pay upon infringement of the obligations arising from the Agreement, any fees that the Client shall bear when using the Credit Limit via an ATM, any costs that the Client shall bear for Operations performed with the Card abroad, and other costs that are not known to the Bank upon entry into the Agreement. The Bank shall calculate the annual percentage rate of charge on the basis of the formula established by the Minister of Finance of the Republic of Estonia, and round the result off to two digits after the decimal point.

- 2.1.9. **Credit Limit** is the maximum amount in euros within which the Bank shall grant the Client credit at the Limit Account. The Credit Limit shall be determined as a uniform amount for all Cards related to the Limit Account.
- 2.1.10. **Limit Account** is an account related to the Client's Account from which the Credit Limit can be used for performing Operations and paying for the costs and fees related to the Operations.
- 2.1.11. **Payment Date** is a monthly term, fixed in the Agreement, when the Bank will debit the Client's Account for Interest, the fees set forth in the Price List, and the Automatic Repayment designated by the Client.
- 2.1.12. **Total amount of payments** shall be the total amount of payments made by the Client in order to repay the Credit Limit and bear the total costs of the Credit Limit, upon whose calculation the Bank shall proceed from the prerequisites specified in Clause 2.1.8 of the Agreement.
- 2.1.13. **International Card Organisation** is MasterCard Worldwide.
- 2.1.14. **Terminal** is an ATM, a payment terminal or another system (including an internet environment) complying with the requirements of the Bank and allowing the Card User to perform Operations.
- 2.1.15. **Operation** shall mean the usage of the assets available on the Limit Account (in particular, the Credit Limit) through the corresponding Terminal by using the Card for cash withdrawal, payment for goods and/or services, receipt of information or other operation related to the Card.

## 3. USE OF THE CARD AND THE CREDIT LIMIT

- 3.1 Only the Card User shall be entitled to perform Operations with the Card. Where the Customer and the Card User are separate persons, the Customer shall be obliged to forward to the Card User, the Agreement (including the Conditions and Partner programme conditions), the General Conditions, the Conditions of Payment Services Agreement and other relevant service conditions for examination, and to take responsibility for the Card User's adherence to the same.
- 3.2 Upon Card issue, the Card User shall be provided with personal Security Elements of the Card (PIN), which shall be regarded as the signature of the Card User when performing Operations.
- 3.3 Upon the Client's request, the Bank shall be entitled to send non-activated Cards and the Security Elements of Cards to Clients by post at the address provided by the Client to the Bank. Upon receipt of the Card, the Client shall make sure that the envelope of the Card as well as that of the Security Elements of the Card have not been opened or damaged. The Customer shall activate the Card at a Bank office, the customer service at Kaubamaja sales points (Kaubamaja Tallinn or Kaubamaja Tartu), or via the Internet Bank.
- 3.4 The Card User may start performing Operations and using the Credit Limit from the moment of activation of the Card.

- 3.5 The Bank shall credit the Card Operations as of the date of performance of the Operation.
- 3.6 Along with the Operations the Bank shall also credit all fees related to the Operations (the fees set forth in the Price List, including the fee for cash withdrawal from ATM, the fee for the balance statement of the Limit Account and/or the statement of Operations via ATM) and the costs related to the Operations (including the fee for converting the Operations performed outside euro area countries, the fees of the International Card Organisation).
- 3.7 The Card is linked to the Limit Account. Upon the request of the Client, several Cards may be linked to the Limit Account.
- 3.8 The Client, the Card User or a third party shall at any time be entitled to make transfers to the Limit Account in any amount (and only in euros). The amount transferred to the Limit Account shall be calculated as a repayment of the Credit Limit used and within that amount the Credit Limit Used shall be free for new Operations. The unused part of the Credit Limit and the amounts transferred additionally to the Limit Account shall comprise the available assets of the Limit Account.
- 3.9 The Card User shall be entitled to perform Operations within the limit of available assets of the Limit Account and only in the Terminals bearing the MasterCard logo.
- 3.10 The Bank shall not pay any interest on the positive balance of the Limit Account.
- 3.11 The Client is aware that in the event that the Credit Limit shall be taken into use outside the euro zone countries or via an ATM in cash or differently from the prerequisites set forth in Clause 2.1.8 of the Agreement, it may bring about a higher annual percentage rate than agreed in the Agreement.
- 3.12 The Client and/or the Card User shall not exceed the Credit Limit when performing the Operations (incl. the fees and costs related to the Operations), unless assets available on the Limit Account are used for performing the Operations.
- 3.13 The Bank shall require Strong Authentication of the Card User before use of the Card, except for Operations made via the Near Field Communication device within the limits established thereof, if the Card User grants his or her consent to the Operation by touching the Near Field Communication device with the Card.
- 3.14 Where the Card User has granted their consent to the performance of the Operation, the Client and/or the Card User shall not be entitled to a refund of the amount paid for the Operation, unless the person who provided the relevant service agrees to a refund of the amount paid for the Operation.
- 3.15 Upon the request of a person servicing the Card, the Card User shall present their identity document and agree to the recording of the data of the document.
- 3.16 The Client shall accept that all Operations made with the Card User and/or by using the Security Elements of the Card or filling in the details required in an internet environment and/or touching a Near Field Communication device with the Card, shall be treated as legitimate by the Bank (and as authorised in the meaning of the Law of Obligations Act) and shall be executed by the Bank.
- 3.17 The Bank shall have the right not to perform the Operation ordered by the Card User, if:
- 3.17.1. the Client's Account has been blocked or seized;
- 3.17.2. the Card is invalid or closed, or use of the Card has been blocked;
- 3.17.3. the amount of the Operation (incl. all fees and costs related to the Operations) exceeds the unused part of the Credit Limit set forth in the Agreement, unless the available assets of the Limit Account are used for that purpose;
- 3.17.4. under any other basis arising from the General Conditions or legal acts.
- 3.18 The Bank shall have the right to block the use of the Card until the circumstances are clarified, if:
- 3.18.1. the Bank has become aware of a circumstance from which it can be reasonably concluded that the solvency of the Client has deteriorated and it would, in the Bank's opinion, raise suspicions with regard to appropriate fulfilment of the Agreement (including but not limited to cases where the Client's Account is blocked or seized);
- 3.18.2. the Bank has become aware of a circumstance from which it can be reasonably concluded that the Card has become available to and/or the Security Elements of the Card have been disclosed to a person not authorised to use the Card;
- 3.18.3. the use of the Card may be related to fraud on behalf of the Client and/or the Card User;
- 3.18.4. there are grounds for blocking the Card under the Conditions, the General Conditions or Service Conditions.
- 3.19 If the reasons for blocking the Card under clause 3.18 of the Agreement are not eliminated, the Bank shall be entitled to close the Card.
- 3.20 The Client and/or the Card User shall at any time be entitled to request the blocking and/or closing of the Card by the Bank.
- 3.21 Cards, which have been blocked, closed or rendered invalid, may not be used.
- 3.22 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 (including the Card User) in connection with the blocking of the Card or closing of the Card by the Bank in accordance with the Conditions. This shall also be the case, if the Bank has blocked the use of the Card in good faith on the basis of a false notification.
- 3.23 The Bank shall have the right to engage third parties in the performance of Card-related Operations [e.g. Kaubamaja Group companies, credit institutions, the International Card Organisation or the 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.
- 3.24 The Bank shall have the right to establish minimum and maximum limits for the use of the Card as well as for single Operations.
- 3.25 The Bank is entitled, in justifiable cases (including if the Client fails to appropriately fulfil the payment obligations arising from the Agreement or if the Bank has become aware of a circumstance from which it can be reasonably concluded that the solvency of the Client has deteriorated or if the Card User has failed to use the Credit Limit for a period of 6 (six) months), to unilaterally and without advance notification lower the Credit Limit without concluding the corresponding annex for amendment of the Agreement.
- 3.26 The Bank and/or Kaubamaja shall be entitled to expand and/or add and/or modify the additional Card-related services and benefits provided for the Client and/or the Card User and/or stop the provision of the said additional services and benefits and/or establish for all of the said services and benefits service fees related to the said services and benefits in the Price List and/or Partner programme conditions.
- 3.27 Where the Customer uses the Card as the Kaubamaja customer card (the Partner card), the Partner programme conditions shall apply to the Card, allowing for any differences resulting from the Conditions.
- 4. SECURITY REQUIREMENTS FOR THE USE OF THE CARD**
- 4.1 A Card User shall:
- 4.1.1. use the Card in accordance with the Agreement and make every effort to protect the Card from mechanical damage, high temperatures, electromagnetic fields, reproduction, alteration, etc.;
- 4.1.2. not to allow third party/parties to use the Card, except for the receiver of the payment during the performance of the Operation;
- 4.1.3. use the Card only in Terminals bearing the MasterCard logo and follow the instructions given by or written on the Terminal, when performing the Operations. The Bank shall not be held liable for any damage caused by the breach of this clause of the Agreement;
- 4.1.4. not to use the Card for illegal activity, including for purchasing goods and services prohibited by valid legal acts;
- 4.1.5. immediately notify the Bank of any errors or failures obstructing the performance of Operations;
- 4.1.6. 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 Card User shall periodically change the Security Elements of the Card, if the Bank has established the relevant procedures and periods.
- 4.3 The Client and/or the Card User shall make sure that persons not authorised to use the Card have no access to the Card and/or the Security Elements of the Card. The Card User shall make every effort to safeguard the Card and/or the Security Elements of the Card, including to memorise the Security Elements, not to save the Security Elements on any data carrier and to safeguard the Security Elements in such a way so as to rule out their use by third Parties (including to destroy the hard copy of the Security Elements immediately after memorising the Security Elements).

- 4.4 If the Card has been used by unauthorised parties or in an inappropriate manner, or if the 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 Card and/or the Security elements, the Card User 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 Card (including to close the Card).
- 4.6 The Bank and/or the person serving the Card shall be entitled to refuse to perform the Operation and/or to confiscate the Card if the Card and/or the Security Elements of the Card have been used inappropriately or if the Bank and/or the person serving the Card have suspicions with regard to the identity of the Card User.
- 5. PAYMENT OBLIGATION**
- 5.1 With the entry into this Agreement, the Client confirms that the Client has been informed of, and that the Client understands the risks involved in the use of the Credit Limit.
- 5.2 According to Clause 3.6 of the Agreement, the Bank shall be entitled to debit from the Limit Account, in addition to the Operations, any fees related to using the Card or Operations as set forth in the Price List, in particular but not limited to the fee for withdrawing cash from an ATM, fee for a balance query of the Limit Account and/or the statement of Operations via an ATM.
- 5.3 In addition to the fees related to Operations established in the Price List, the Bank shall also be entitled to debit from the Limit Account, any additional fees and a potential fee for conversion calculated by the International Card Organisation. The claims of the International Card Organisation for Card Operations performed outside the euro area are received by the Bank in euros or amounts converted into euros. The conversion rate shall be determined by the International Card Organisation as of the day when the Operation is sent to the Bank.
- 5.4 The Credit Limit Used is increased by the fees and costs debited from the Limit Account, thereby increasing the Client's monetary obligation before the Bank.
- 5.5 The Client is obliged to pay Interest to the Bank for the Credit Limit Used.
- 5.6 The Bank shall calculate the Interest on the Credit Limit Used on each calendar day. Interest shall be calculated on the basis of the actual number of days in a month and a 360-day year.
- 5.7 The Bank shall not calculate any Interest on the use of the Credit Limit for Operations related to the use of the Card for payment for goods or services from the moment of the performance of the Operation up to the Payment Date of the month following the performance of the Operation.
- 5.8 The Interest calculated for the Credit Limit Used shall be paid on a monthly basis by the Payment Date of the month following the month which serves as the basis for Interest calculation. The last Interest shall be subject to payment on the day of termination of the Agreement.
- 5.9 In addition to the Interest, the Client shall pay the Bank the fees set forth in the Price List (including but not limited to the fees for the issue and replacement of the Card, as well as monthly or annual fees). The fee for the issue and/or replacement of the Card shall be paid by the Payment Date of the month following the ordering of the Card (including a new Card), the fee for the activation of the Card (if the Card is activated at a Bank office) shall be paid on the Payment Date of the month following the activation of the Card. The monthly fee of the Card shall be paid on a monthly basis by the Payment Date of the month following the month which serves as the basis for calculation, and the annual fee of the Card shall be paid on an annual basis by the first Payment Date of the year which serves as the basis for calculation. The fee for the issue, replacement and activation of the Card shall not be refunded to the Client.
- 5.10 The Bank shall debit the Interest and any fees payable by the Client to the Bank under the Agreement (except for the fees and costs related to Operations, which the Bank shall debit from the Limit Account) from the Client's Account without any further orders by the Client. The Client is obliged to ensure that on the Payment Date there are sufficient funds available (in euros) on the Account for debiting the Interest and the fees set forth in the Price List.
- 5.11 The total Credit Limit Used shall be repaid by the Client to the Bank in a lump sum on the day of termination of the Agreement.
- 5.12 The Client shall have the right, during the validity of the Agreement, to choose the amount and term of repayment of the Credit Limit Used to the Bank. In order to repay the Credit Limit Used, the Client shall transfer the relevant amount to the Limit Account, or submit an order to the Bank for debiting the Account automatically on the Payment Date (i.e. Automatic Repayment).
- 5.13 The Bank shall debit the Account to the extent of the Automatic Repayment on the Payment Date and transfer the amount debited to the Limit Account.
- 5.14 If on the Payment Date, after debiting the Interest and the fees payable to the Bank under the Agreement, there are insufficient funds available (in euros) on the Account for settling the Automatic Repayment in the amount designated by the Client, the Bank shall debit the Account on the Payment Date in the extent of the funds (in euros) remaining on the Account after the debiting of the Interest and fees payable to the Bank under the Agreement. The outstanding part of the Automatic Repayment shall remain as part of the Credit Limit Used and shall not be considered a breach of the payment obligation by the Client.
- 5.15 If the Credit Limit of the Card has not been used or if the entire Credit Limit Used has been transferred back to the Limit Account before the Payment Date of the relevant month, the Bank shall not debit the Account with the Automatic Repayment.
- 5.16 If the Credit Limit Used, from which the Operations (incl. the fees and costs related to the respective Operations) of the current month have been deducted, is before the Payment Date of the respective month, smaller than the amount of the Automatic Repayment chosen by the Client, the Bank shall debit from the Account, the amount of the Credit Limit Used from which the Operations (incl. the fees and costs related to the respective Operations) of the current month have been deducted.
- 5.17 Any transfer of money to the Limit Account by the Client, the Card User or a third party shall not be deemed to be part of the Automatic Repayment.
- 5.18 If the Card User breaches the obligation set forth in clause 3.12 of the Agreement, the Client shall pay the Bank a fee for exceeding the Credit Limit in the amount specified in the Price List of the Bank. The fee for exceeding the Credit Limit shall be paid by the Client to the Bank together with Interest in accordance with clause 5.8.
- 5.19 If the Card User uses a Card which is closed, the Client shall pay the Bank a fee for the use of a closed Card in the amount specified in the Price List of the Bank. The fee for the use of a closed Card shall be paid by the Client to the Bank by the term established by the Bank.
- 5.20 If the Bank is unable to debit the Account on the date specified in the Agreement due to unavailability of funds, the Client shall be considered as having failed to fulfil the payment obligation arising from the Agreement (except if there are insufficient funds on the Account for full or partial Automatic Repayment) and the Bank shall be entitled to block the use of the Card, notifying the Client thereof as soon as possible. The Bank shall unblock the 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.
- 5.21 If there are insufficient available assets for debiting the amounts agreed in the Agreement at the deadlines agreed in the Agreement, the Client shall pay default interest to the Bank for the debt occurred in the amount allowed by law and the fee for sending the debt notification. The fine for delay and the fee for the debt notice have been established in the Price List. The calculation of the fine for delay shall cease on the day all the amounts due are paid in full.
- 5.22 In the event that the available assets on the Account are insufficient for settling all amounts due under the Agreement on a specific deadline, the Bank shall first debit the Account with the fee for the costs incurred for collecting the debt (including the fee for sending the debt notification), secondly for the amount of the Credit Limit Used owed by the Client (in the event of termination of the Agreement), thirdly for the Interest, and then for other fees and costs.
- 5.23 Upon failure to fulfil the payment obligation, the Client may incur additional costs for collection of the debt (the fees charged by the collection service provider and/or legal costs and/or bailiff's charges).



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

- 6.1 The Bank shall make available for the Client the statement about the Operations performed by the Client and/or Card User, any costs related to the Operations, the amount of the Credit Limit Used and the Fixed Payment and any fees according to the Price List paid by the Client to the Bank in an electronic format via the Internet Bank (statement of the Account and/or the Limit Account and/or the respective Card).
- 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 submitted to the Bank immediately in a format which can be reproduced in writing, but not later than by the term indicated in the applicable legislation (13 months since the Operation was conducted at the time of concluding the Agreement).
- 6.3 Filing a claim (disputing an operation) does not exempt the Client from the obligation to repay the Credit Limit Used (incl. the disputed Operation). The Bank reduces the Credit Limit Used by the sum of the Operation to the extent that it is disputed by the Client and/or the Card User after the respective repayment has been made to the Bank.
- 6.4 If the Client or the Card User has authorised an Operation without knowledge of the precise sum, the Bank is not held liable for the sum of the Operation conducted. In such case the Client and/or the Card User have the right to file a complaint or a refund claim for the respective operation directly to the recipient of the payment arising from the Operation instead of the Bank.
- 6.5 Additional information on the disputing of Operations is available on the website of the Bank.
- 6.6 All other claims and disputes between the Client, the Card User 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. Any claims and disputes arising from the use of the Card as the Kaubamaja customer card (the Partner card) shall be solved between the Customer, Card User and Kaubamaja.
- 6.7 In order to settle the dispute out-of-court, the Borrower may also address the committee of consumer complaints of the Consumer Protection Board (address: Pronksi 12, Tallinn 10117, phone: +372 62 01 707, e-mail: info@tarbijakaitseamet.ee, website: www.tarbijakaitseamet.ee).
- 6.8 The Client confirms that he or she agrees 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 upon entry into the Agreement).

## 7. LIABILITY

- 7.1 The Parties shall be held liable for breach of their obligations in accordance with the provisions of the Conditions, the General Conditions, the Payment Services Agreement and legal acts.
- 7.2 If an unauthorised payment in the meaning of the Law of Obligations Act has been made by using a lost or stolen Card and/or Security Elements of the Card, or if the Card and/or Security Elements have been used in any other unauthorised manner and the Client and/or the Card User has failed to safeguard the 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 unauthorised payment can be associated with fraud conducted by the Client or Card User, or if the Client and/or Card User intentionally or due to gross negligence:
- 7.2.1. the obligation to use the 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 Card and/or the Security Elements in order to keep the 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 Card and/or the Security Elements and of any unauthorised or incorrect use of the Card, after becoming aware of it;

- 7.2.3. one or more conditions of issuing and using the Card and/or the Security Elements.
- 7.3 The Bank shall not be held liable for the activities of third parties engaged in the performance of the Operations, the goods or services paid for with the Card or cases where the Card is not accepted for performance of the Operation.
- 7.4 Kaubamaja alone shall be held liable to the Customer and/or Card User for the Customer's rights (including facilitation of the exercising of the rights) and fulfilment of Kaubamaja's obligations arising from the Partner programme in accordance with the Partner programme conditions. The Bank shall, under no circumstances, be held liable for the actions of Kaubamaja, if Kaubamaja fails to fulfil the obligations arising from the Partner programme conditions, or if the Customer and/or Card User is excluded from Kaubamaja's Partner programme (including on the initiative of the Customer and/or Card User), and/or if the Card cannot be used as the Kaubamaja customer card (the Partner card) and/or if the Partner programme conditions do not apply to the Card.
- 7.5 The Bank alone shall be held liable to the Customer and/or Card User for the rights (including facilitation of the exercising of the rights) arising from the Conditions, the Bank's General Conditions, Conditions of Payment Services Agreement, including other documents referred to therein, and the use of the Card as a credit card (except in connection with the Partner programme) as well as the fulfilment of the Bank's obligations. Kaubamaja shall, under no circumstances, be held liable for the actions of the Bank, if the Bank fails to fulfil the obligations arising from the Conditions, the Bank's General Conditions, Conditions of Payment Services Agreement, including other documents referred to therein, or if the Customer and/or Card User cannot use the Card (except for the rights arising from the Partner programme) and/or if the Bank refuses to issue a new Card, etc.

## 8. VALIDITY OF THE CARD AND THE ISSUE OF A NEW CARD

- 8.1 The Card shall be valid until the last day of the month (included) indicated on the Card.
- 8.2 The Bank shall have the right to prepare a new Card upon expiry of the validity of the Card. The Bank shall notify the Client and/or the Card User of the time and/or place of delivery of the new Card.
- 8.3 The Bank shall have the right, upon expiry of the Card or where the Client applies for a new Card (a replacement card) not to prepare and/or issue a new Card, if the Client and/or the Card User has breached any of the obligations arising from the Agreement and/or the terms and conditions of use of the Card, or if the Client no longer complies with the terms and conditions set forth by the Bank.
- 8.4 If the Client and/or the Card User does not wish to receive a new Card, they shall notify the Bank thereof in writing or by other means acceptable to the Bank within at least 2 (two) months before the month of expiry specified on the Card.
- 8.5 In the event that the Client and/or the Card User do not accept the Card and/or activate the Card within 6 (six) months from preparing the Card, the Card shall be closed and destroyed, whereas the fees debited from the Client's Account according to the Price List of the Bank shall not be returned.
- 8.6 The Card User shall not use an invalid or a closed Card or a Card that has been rendered unfit for use in any other way, and shall return such a Card to the Bank within 30 (thirty) days from the closing of the Card, expiry of the Card or from the moment the 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 shall enter into force upon its signing and shall be valid for an unspecified term.
- 9.2 The Client shall have the right to request the change of the Credit Limit and/or the Card limits pursuant to the procedure and within the limits established by the Bank. In such cases, the Bank shall have the right to lower the Credit Limit and/or change the Card limits without concluding a separate annex for amendment of the Agreement. To raise the Credit Limit, the Client and the Bank shall enter into a respective agreement (a new agreement).
- 9.3 The Bank shall have the right to unilaterally amend the terms and conditions of the Agreement by notifying the Client thereof at least 2 (two) months in advance. The Client shall be entitled, within those 2 (two) months, to cancel the Agreement immediately and free of charge. If the Client fails to cancel the Agreement within

the above term, it shall be deemed that the Client has accepted the amendments.

- 9.4 The Client has the right to cancel the agreement in the ordinary manner by notifying the Bank thereof at least 1 (one) month in advance.
- 9.5 The Bank shall have the right to cancel the Agreement in the ordinary manner by notifying the Client thereof at least 2 (two) months in advance.
- 9.6 The Bank shall have the right to cancel the Agreement extraordinarily and without any advance notification, if:
- 9.6.1. the Client has submitted false information when applying for the Credit Limit or failed to disclose any information which is known to the Client and which is liable to affect performance of the Agreement;
- 9.6.2. the Client fails to fulfil a payment obligation arising from the Agreement within the additional term of 14 (fourteen) days granted by the Bank to the Client;
- 9.6.3. all Cards issued under the Agreement have been closed and/or the use of the Card has been blocked for at least 4 (four) consecutive months;
- 9.6.4. the Card is rendered invalid and the Client and/or the Card User fails to accept a new Card from the Bank (including to activate the new Card) within the time limit set forth in clause 8.5 of the Agreement;
- 9.6.5. no Operations have been performed with the Card for a period of at least 6 (six) consecutive months.
- 9.7 In addition to the cases stipulated in the Conditions, the Bank shall have the right to cancel the Agreement extraordinarily without any advance notification on other basis provided by the General Conditions, the Payment Services Agreement or legal acts and in cases where the Customer is excluded from Kaubamaja's Partner programme on the initiative of the Customer or Kaubamaja.
- 9.8 The Agreement shall terminate automatically upon expiry of the Payment Services Agreement entered into between the Bank and the Client with regard to the Account related to the Limit Account.
- 9.9 The Parties shall have the right to terminate the Agreement at any time by mutual agreement.
- 9.10 Termination of the Agreement shall have no bearing on the collection or satisfaction of financial claims that arose prior to termination of the Agreement.
- 9.11 Upon termination of the Agreement, the Bank shall have the right to debit from any Account of the Client the Credit Limit Used, the Interest calculated up to the day of termination of the Agreement and the fees and other payables set forth in the Price List (e.g. fine for delay, debt collection costs).
- 9.12 The Bank shall close the Limit Account upon termination of the Agreement, but not before the total Credit Limit Used has been repaid to the Bank in full.
- 9.13 Upon termination of the Agreement the Bank shall transfer the positive balance of the Limit Account to the Account.
- 9.14 In the case of an ordinary termination of the Agreement on behalf of the Bank under Clause 9.5. and in the absence of any bases specified in Clause 9.5. for the extraordinary termination of the Agreement, the Client shall have the right to return the Credit Limit Used to the Bank on the following conditions:

- 9.14.1. The Client pays the Automatic Repayment sum to the Bank on each Payment Date until the full Credit Limit Used has been returned. If the Client has not specified the Automatic Repayment sum or it is less than 1/60 of the Credit Limit, the Automatic Repayment Sum is established at 1/60 of the Credit Limit and the Client does not have the option of choosing a smaller sum for the Automatic Repayment sum after the ordinary termination of the Agreement.
- 9.14.2. The Client is obliged to pay monthly Interest to the Bank for the Credit Limit Used on each Payment Date according to the Interest rate established in the Agreement.
- 9.14.3. If, upon the repayment of the Credit Limit Used on the basis of Clause 9.14 of this Agreement, at least one of the bases for the extraordinary termination of the Agreement established in Clause 9.6 applies, then the Bank has the right to terminate the agreement referred to in clause 9.14 without prior notice, and to debit the full Credit Limit Used from any of the Client's Accounts, any Interest accounted until the day of the termination, and any other receivables (e.g. late fees, debt collection costs).

## 10. THE CUSTOMER'S RIGHT OF WITHDRAWAL

- 10.1 The Client may withdraw from the Agreement within 14 (fourteen) days after entry into the Agreement by sending a written notice of withdrawal to the Bank's address specified in the Agreement, before expiry of the term of withdrawal.
- 10.2 If the Client exercises the right of withdrawal set forth in clause 10.1 of the Agreement, the Client shall immediately, but not later than within 30 (thirty) days from the submission of the notice of withdrawal to the Bank, repay the entire Credit Limit Used and pay the Interest calculated up to the date of repayment of the Credit Limit. Otherwise, the Client shall not be deemed as having withdrawn from the Agreement.

## 11. FINAL PROVISIONS

- 11.1 The Bank, Kaubamaja and the Customer 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 Card or Operations, or unless agreed in the Agreement. The Customer shall grant the Bank and Kaubamaja Group his or her consent to exchange of information on the Agreement, Operation, Card and Customer and/or Card User, and to process the information received for the purpose of providing a service to the Customer under the Agreement and/or an additional service.
- 11.2 The Bank shall have the right to disclose the Agreement-related information on the Operation, the Card, the Client and the Card User to third parties whose right to such information arises from the General Conditions and the Principles of Processing Client Data by the Bank.
- 11.3 Kaubamaja Group shall have the right to disclose the information on the Operation, the Card, the Customer and the Card User to third parties whose right to such information arises from the Partner programme conditions and the legal acts.
- 11.4 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).