

**VERSOBANK AS  
TERMS AND CONDITIONS OF A  
DEBIT CARD CONTRACT**

**1. DEFINITIONS**

1.1. Price List - rates established by the Bank for payment for services and Payment Services by the receiver of the respective service. The Bank shall reserve the right to change the Price List unilaterally. The Price List is available on the website of the Bank at [www.versobank.com](http://www.versobank.com) and the service office of the Bank.

1.2. Interest - the amount payable by the Account Owner to the Bank for using Credit.

1.3. Cardholder - a physical person corresponding to the requirements of the Bank, to whom the Bank has granted the right to use the Card under an application of the Account Owner.

1.4. Card - electronic payment instrument owned by the Bank, with which the Cardholder is able to make Operations according to the procedure established by the Bank.

1.5. Account - a settlement account linked with the Card that the Account Owner has opened in the Bank.

1.6. Account Owner - a person having an Account at the Bank connected to the Card.

1.7. Credit - an amount in the extent of which the Bank permits the Account balance to be exceeded.

1.8. Contract - current contract for using the debit card.

1.9. Limit - maximum limit of an Operation in euros permitted over a certain period of time.

1.10. Bank – Versobank AS (registry code 10586461, address Hallivanamehe 4, Tallinn).

1.11. PIN - confidential personal identification code, provided by the Bank to the Cardholder upon issuing the Card, used to identify the Cardholder.

1.12. International Card Organisation - VISA.

1.13. Terminal - cash dispensing machine, payment terminal or any other system (incl. Internet environment) through which the Cardholder can perform Operations.

1.14. Operation - use of the Card by the Cardholder for transferring funds, withdrawing cash, paying for goods or services, acquiring information about the Account and performing other transactions and operations.

**2. GENERAL PROVISIONS**

2.1. The Contract shall regulate the rights and obligations arising from the use of services of the Bank and third parties with the *debit card with limited possibilities of a credit card* issued by the Bank between the Bank, the Account Owner and the Cardholder.

2.2. In all relationships between the Bank, the Account Owner and the Cardholder not covered by the terms and conditions of the Contract, the General Terms and Conditions of the Bank, the Settlement Contract concluded between the Bank and the Account Owner, the Price List and the legislation of the Republic of Estonia shall apply.

2.3. The legislation valid in the Republic of Estonia shall be applied to the Contract.

2.4. Supervision over the Bank shall be performed by the Estonian Financial Supervision Authority (address Sakala 4, Tallinn, telephone +372 668 0500, e-mail: [info@fi.ee](mailto:info@fi.ee), website [www.fi.ee](http://www.fi.ee)).

**3. USE OF THE CARD**

3.1. Only the Cardholder shall be entitled to perform Operations with the Card. The Bank shall be entitled to assume that all Operations performed with the Card have been made personally by the Cardholder and correspond to the will of the Account Owner.

3.2. In case the Account Owner and the Cardholder are not one and the same person, the Account Owner shall be obliged to ensure the informing of the Cardholder of the General Terms and Conditions of the Bank, the terms and conditions of the Settlement Contract and the present Contract concluded between the Bank and the Account Owner and the Account Owner is responsible for their performance by the Cardholder.

3.3. The Cardholder shall have the right to perform Operations within the extent of the funds on the Account and the Limits, and only in the Terminal marked with the VISA logo.

3.4. The permitted Operations and limit values for performing such Operations, incl. the Limits, shall be agreed on in the Contract. In case the Limits have not been agreed on in the Contract, standard limits established by the Bank shall apply.

3.5. The Cardholder shall not use the Card for any illegal purposes or in any manner that may cause damage to the Bank and/or third persons, incl. the purchase of goods and

services which are prohibited by legislation in force.

3.6. Upon issuing the Card, the Bank shall give to the Cardholder personal Security Elements of the Card that shall be treated as the signature of the Cardholder in the performing of Operations.

3.7. Upon receiving the Card, the Cardholder shall be obliged to sign the Card by hand.

3.8. The Card and its Security Elements are considered to be delivered to the Cardholder from the moment of signing the Confirmation of a Card Receipt.

3.9. The Bank has the right to send an unactivated Card and its personal Security Elements to the Cardholder, at the request of the Cardholder, by mail at the address reported to the Bank by the Account Owner. Upon receipt of the Card, the Cardholder is obliged to make sure that the envelopes of the Card and the Security Elements of the Card are not opened or damaged. In order to activate the Card, the Cardholder shall contact the service office of the Bank or the Internet Bank.

3.10. The Cardholder shall be able to use the Card for performance of Operations after the activation of the Card.

3.11. Any Operation performed with the Card shall be binding upon the Cardholder and Account Owner if the Cardholder has granted consent for the Operation, i.e. authorised the Operation. The Account Owner and the Cardholder shall accept that all the Operations performed by the Cardholder and/or using the Security Elements of the Card or by entering the data required in the internet environment, are considered for the Bank to be correct (are authorized in terms of the Law of Obligations Act) and shall be implemented by the Bank.

3.12. If the Cardholder has given a consent for the performance of the Operation, the Account Owner and/or the Cardholder shall not have the right for the return of the Operation charge, unless the person providing the relevant service agrees with the return of the Operation charge or if the legislation does not prescribe imperatively otherwise. The Parties shall regard as authorisation of an Operation the signing of a sales receipt, entering of the PIN for confirming an Operation, entering Card details in the field intended for such purpose on the website of the service provider upon

an online payment or forwarding Card details to the person having the right to service the Card in case of Operations with preliminary authorisation performed by the Cardholder.

3.13. The person having the right to service the Card has the right not to service the Card or confiscate the Card on request of the Bank.

3.14. On request of the person having the right to service the Card, the Cardholder shall be obliged to submit an identity document and agree with the recording of the data on the document.

**3.15. The Bank shall have the right not to fulfil the Operation performed by the Cardholder, if:**

3.15.1. the Account is blocked or seized;

3.15.2. the Card is invalid or closed or the use of the Card is blocked;

3.15.3. the amount of Operation exceeds the unused part of the Limit established by the Contract;

3.15.4. there are insufficient funds on the Account for performing the Operation and/or paying Interest and/or paying the service fees under the Price List;

3.15.5. under any other basis arising from the Contract, the General Terms and Conditions of the Bank or legislation.

**3.16. The Bank shall have the right to block the use of the Card fully or partly for performing certain Operations, if:**

3.16.1. the Account Owner or the Cardholder do not duly fulfil one or several obligations arising from the Contract;

3.16.2. the Account has been seized or blocked;

3.16.3. the use of the Card may be related to the deception of the Account Owner and/or the Cardholder;

3.16.4. the Cardholder has entered an incorrect PIN 3 (three) times successively;

3.16.5. The Bank has learned about a circumstance on the basis of which it can be reasonably concluded that the Card is available and/or the Security Elements of the Card are known to a person who does not have the right to use the Card;

3.16.6. there is another basis for blocking pursuant to the Contract, General Terms and Conditions of the Bank or legislation.

**3.17. The Bank shall have the right to close the Card for the sake of security.**

3.18. The Cardholder shall inform the Bank immediately of any errors or disturbances hindering the performing of Operations.

3.19. The Cardholder and the Account Owner have the right to demand that the Bank block and/or closing the Card at any time.

3.20. The Bank shall, if possible, inform the Cardholder and/or the Account Owner in advance about the blocking of the Card and its reasons, unless it is not possible or reasonable for security reasons or it is not in accordance with legislation.

3.21. A Card that is blocked, closed or invalid shall not be used. In case of violating the said prohibition the Bank shall have the right to demand and the Account Owner shall pay a contractual penalty to the Bank in the extent provided in the Price List.

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

4.1. The Cardholder shall:

4.1.1. use the Card and the Security Elements in accordance with the provisions provided in the Contract and the General Terms and Conditions of the Bank and make every effort to keep the Card from being counterfeited, copied, or altered, keep away from high temperatures, mechanical damages and the effects of a strong electromagnetic field, etc.;

4.1.2. the Account Owner and/or the Cardholder shall ensure that any person who does not have the right to use the Card, would not be able to know or get to his/her possession the Card and/or the Security Elements of the Card. The Cardholder shall make every effort to keep the Card and/or the Security Elements of the Card protected, incl. memorising the Security Elements, not recording the Security Elements to any data medium and keeping the Security Elements with due diligence, which does not allow them to be used immediately by third parties (incl. destroying immediately the paper which contains the Security Elements after memorising the Security Elements);

4.1.3. change periodically the Security Elements of the Card, in order to ensure the security of performing the Operations, if the relevant arrangements and periods have been established by the Bank;

4.1.4. not give the Card to third party(ies), except the recipient of payment during the Operations;

4.1.5. if the Card is unauthorized or incorrectly used or if the Card and/or the Security Elements of the Card are lost or stolen or the Security Elements have become or may have become known to a third party

that is not justified for their use, the Cardholder or the Account Owner shall notify the Bank immediately by the telephone, the number of which and the answering office hours are available on the website of the Bank;

4.1.6. use the Card only in the Terminals marked with VISA logo and follow the instructions provided by the Terminal or written on it;

4.1.7. comply with other obligations arising from the Contract and the Law of Obligations Act;

4.1.8. prior to using the Card, review further instructions from the Bank on how to keep the Card and the Security Elements secure.

4.2. The Bank shall not be liable for the damages arising from the breach of Clause 4.1 of the Contract.

4.3. The Bank and/or the person serving the Card shall have the right to refuse from performing the Operation and/or confiscate the Card if the Card and/or the Security Elements of the Card have been used incorrectly or if the Bank and/or the person serving the Card have a suspicion related to the identity of the Cardholder.

#### **5. PAYMENT OBLIGATION AND INTEREST**

5.1. The Bank shall have the right to debit from the Account all amounts, interest, interest on arrears, contractual penalties and service fees (e.g. fee for issuing the Card, monthly maintenance fee, fee for withdrawing cash, etc.) for Operations performed with the Card, pursuant to the Price List, without an additional order from the Account Owner.

5.2. The Bank shall also have the right to debit from the Account all additional fees charged by the International Card Organisation for Operations performed abroad. Claims for Operations performed with the Card outside of the euro zone shall be received by the Bank from the International Card Organisation in euros or converted into euros on the basis of the exchange rate established by the organisation. The Bank shall have the right to charge a conversion fee according to the Price List.

5.3. The Bank shall have the right to debit a service fee from the Account pursuant to the Price List, and the Bank shall have the right to unilaterally change the rates of service fees related to the Card by informing the Account

Owner at least 2 (two) months in advance, according to the procedure provided by the General Terms and Conditions of the Bank. If the changes are unacceptable to the Account Owner, the Account Owner shall have the right to cancel the Contract unilaterally, pursuant to the General Terms and Conditions of the Bank, within 2 (two) months as of the changes entering into force.

5.4. In general, the Bank shall debit the amounts and service fees of Operations from the Account on the date the relevant information about Operation is received by the Bank.

5.5. The monthly maintenance fee shall be debited by the Bank 1 (once) per month for the current month, on the day indicated in the Contract or on the last day of the month if particular month is shorter.

5.6. Interest shall be debited by the Bank 1 (once) per month for the previous month, on the first day of the month.

5.7. The Bank shall debit the fee for the issuing / renewing / replacing of the Card from the Account on the date of transferring the Card to the Cardholder.

5.8. In case the event described in Clause 7.5. of the Contract shall occur and the Cardholder shall not accept the Card within the period specified in the before mentioned clause, the Bank shall debit the fee for the Card from the Account on the next day following to the period specified in Clause 7.5.

5.9. The Account owner shall ensure that there are sufficient funds on the Account for debiting the service fees, interests and other amounts payable based on the Contract on due date.

5.10. If the funds on the Account for debiting the Account for the payment of the Operations are insufficient, the Bank shall have the right to debit the amounts for the payment of the Operations from the Account by exceeding the limit of the Account. In such case it shall be presumed that the Bank enabled Credit for the Account Owner in the part exceeding the Account balance.

5.11. The Account Owner shall return the full amount of Credit to the Bank on the last day of every month.

5.12. The Bank shall have the right to demand Interest in the amount provided in the Price List and fees pursuant to the Price List for the use of Credit.

5.13. The Bank shall calculate Interest on Credit per each calendar day. The Bank shall base the calculating of Interest on the amount of Credit, the 360-day year, actual number of days per month and the interest rate.

5.14. The Bank shall begin calculating Interest as of the day following the day of using Credit pursuant to used Credit until the Credit is repaid.

5.15. If the funds on the Account are insufficient for debiting the Account for the payment of Credit, the Bank shall have the right to demand from the Account Owner interest on arrears on the unpaid amount, at the rate permitted by law, for each day of delay.

5.16. If the funds on the Account for debiting the Account for the payment of the service fees and/or the amounts of the Operations are insufficient and the Bank has not extended Credit to the Account Owner for the payment of the amounts of the Operations, the Bank shall have the right to demand from the Account Owner interest on arrears on the unpaid amount in the amount of 0.2% (zero point two percent) for day per each day of delay.

5.17. The Bank shall have the right to debit any settlement accounts of the Account Owner in the Bank any time, in terms of the main debt, service fees, contractual penalty, interest and interest on arrears that have fallen due, without a respective additional order from the Account Owner.

5.18. In case of a considerable excess of the Account balance that lasts for more than 1 (one) month, the Bank shall send a notice to the Account Owner in a format, which can be reproduced in writing, of exceeding the Account balance, incl. of the amount exceeding the Account balance, Interest rate applied, contractual penalties, service fees and interest on arrears.

5.19. The Account Owner shall have the right to receive information about the Operations through the Internet Bank, the Account statement and the service office of the Bank.

5.20. If the Account Owner and/or the Cardholder fail to perform the payment obligations provided by Clause 5 of the Contract, the Bank shall be entitled to block the use of the Card until the payment obligations are performed. The Bank shall stop blocking the use of the Card within a

reasonable period of time after the removal or lapse of the relevant circumstances.

## **6. LIABILITY**

6.1. The Account Owner shall be responsible for all Operations performed with the Card, unless otherwise provided by the Contract or legislation. The Account Owner shall be responsible regardless of whether the Operation was performed by the Account Owner, the Cardholder or any other person whom the Account Owner or the Cardholder enabled to use the Card.

6.2. In case of theft or loss of the Card, or if the Cardholder loses the possession of the Card against their will, the Account Owner shall bear the risk of the theft or loss of the Card until informing the Bank pursuant to the procedure provided in the Contract, but not over the excess limit.

6.3. The excess limit shall be EUR 50.00 (fifty euros) per each Card.

6.4. The excess limit shall not be applied if the Cardholder or the Account Owner violated the obligation provided in the Contract to ensure secure use of the Card, either intentionally or due to severe negligence, or if it is a case of deception by the Cardholder or the Account Owner.

6.5. The Bank shall not be responsible for any third persons involved in performing Operations, for goods or services paid for by the Card, also in case the Card is refused to be accepted for performing an Operation.

6.6. The Bank shall not be responsible for any damages that are caused by the blocking of the Card under incorrect notification.

6.7. The Bank shall not be responsible for any transactions and Operations performed with the invalid, closed or in any other way unusable Card that has not been returned to the Bank by the Cardholder, and the Account Owner shall be responsible for the payment of Operations performed with the Card that has become invalid and has not been returned to the Bank.

6.8. The Account Owner shall be responsible for notifying the Bank or other payment service provider which has issued the payment instrument or the third party notified by the latter for that purpose, about the loss, theft and unauthorized or incorrect use of the payment instrument, after becoming aware of it.

6.9. The Account Owner shall be responsible for the use of the payment instrument in

accordance with the terms of its issuance and use, inter alia, taking all necessary steps after the receipt of the payment instrument, in order to keep the payment instrument and the technical aids allowing the use of it, incl. personalized Security Elements, protected.

## **7. VALIDITY OF THE CARD AND ISSUING OF A NEW CARD**

7.1. The Card shall be valid until the last date of the calendar month (the last date included) marked on the Card.

7.2. Upon the expiration of the validity of the Card, the Bank shall automatically prepare a new card, if the Account Owner and the Cardholder correspond to the terms and conditions established by the Bank. The Bank shall inform the Account Owner and/or the Cardholder of the time and place for receiving the new Card.

7.3. The Bank shall have the right not to prepare and/or issue a new Card upon the expiration of the validity of the Card or when the Account Owner applies for a new Card (replacement card) in case the Account Owner and/or the Cardholder have violated any obligation arising from the Contract, incl. the terms and conditions of using the Card agreed on in the Contract.

7.4. If the Account Owner and/or the Cardholder do not want a new Card, they shall inform the Bank thereof in writing, or in any other manner accepted by the Bank, within 45 (forty-five) days before the last day of the month marked on the Card.

7.5. If the Account Owner or the Cardholder do not accept the Card from the Bank or do not activate the Card within 6 (six) months as of preparing of the Card, the Card shall be closed and destroyed, whereas the service fees debited from the Account according to the Price List shall not be returned to the Account Owner.

## **8. RESOLUTION OF DISPUTES**

8.1. The Cardholder and/or the Account Owner shall check the accuracy of the data given on the receipt of the Operation and on the Account statement.

8.2. The Account Owner and/or the Cardholder shall inform the Bank of an unauthorised Operation immediately after learning about it, but not later than within 3 (three) months (13 (thirteen) months in case of the Customer, being a Consumer) after the amount has been debited from the Account.

8.3. If the Account Owner or the Cardholder

has authorized the Operation without knowing the exact amount, the Account Owner and/or the Cardholder shall have the right to submit a claim or a return claim, regarding the relevant amount of the Operation, directly to the receiver of the payment arising from the Operation, instead of the Bank.

8.4. Any disputes between the Bank, the Account Owner and the Cardholder shall be settled pursuant to the General Terms and Conditions of the Bank.

## **9. VALIDITY, AMENDMENT AND CANCELLATION OF THE CONTRACT**

9.1. The Contract shall enter into force as from the moment of conclusion and is entered into without a term.

9.2. The Bank shall have the right to unilaterally amend the terms and conditions of the Contract (incl. in justified cases the Limits and rights of use) and the Price List, informing the Account Owner of the amendments beforehand pursuant to the procedure and by the deadlines provided in the General Terms and Conditions of the Bank. Annex to the Contract regarding the amendments of the Limits shall not be concluded.

9.3. If the amendments given in Clause 9.2 of the Contract are unacceptable to the Account Owner, the Account Owner has the right to cancel the Contract unilaterally during the introductory term while fulfilling all obligations arising from the Contract beforehand.

9.4. If the Account Owner has not cancelled the Contract within that period, it shall be regarded that they have accepted the amendments and the amendments shall enter into force with regard to the Account Owner as from the date of making the amendments.

9.5. The Account Owner shall have the right to cancel the Contract in a regular manner, by notifying the Bank thereof in a format that can be reproduced in writing at least 1 (one) month in advance.

9.6. The Bank shall have the right to cancel the Contract ordinarily by notifying the Account Owner thereof in a format that can be reproduced in writing at least 1 (one) month (2 (two) months in case of the Customer, being a Consumer) in advance.

9.7. The Bank shall have the right to cancel the Contract extraordinarily without following the term of advance notification if:

9.7.1. the Account Owner has delayed fulfilment of an indebted payment obligation arising from the Contract or any other agreement with the Bank and does not fulfil the obligation, even during the additional term provided by the Bank;

9.7.2. all Cards issued under the Contract are closed or the use of a Card is blocked for at least 60 (sixty) days consecutively;

9.7.3. the Account Owner or the Cardholder do not accept the new Card from the Bank within 6 (six) months (incl. do not activate the new Card).

9.7.4. there is a basis arising from the General Terms and Conditions of the Bank, the payment service contract or the legislation.

9.8. The Contract shall expire upon ordinary or extraordinary cancellation thereof and in case the Settlement Contract concluded between the Bank and the Account Owner has expired.

9.9. The expiration of the Contract does not affect the financial claims arising before the expiration of the Contract from falling due or being satisfied.

## **10. CONFIDENTIALITY**

10.1. The Parties shall not disclose any information concerning the concluding or fulfilment of the Contract to third persons, except for in case when it is necessary under circumstances related to processing the Card or any Operations, or it has been agreed in the Contract, or provided by the General Terms and Conditions of the Bank, or in cases provided by legislation.

10.2. In addition to the terms and conditions provided in the General Terms and Conditions of the Bank and the Principles of Processing Client Data, the Account Owner/Cardholder shall grant consent to the Bank to request personal data of the Account Owner/Cardholder from a person maintaining state or local government databases and a right to the person maintaining the databases to forward the said personal data to the Bank.