

**DESCRIPTION OF THE TERMS ON MASTERCARD PLATINUM CARDS' ISSUANCE AND USAGE FOR PRIVATE CUSTOMERS**

Version shall be valid from 12/01/2016

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**1. DEFINITIONS**

- 1.1. **Account** shall mean an account opened with the Bank in the name of the Applicant with the Credit Limit. The Account is used for the execution of payment transactions by the Card. The Account may be managed and payment transactions may be executed from the Account as prescribed by the Description of Terms.
- 1.2. **Account Statement** shall mean a document prepared by the Bank providing information as stated in Clause 10.
- 1.3. **Additional Card** shall mean a Card issued to the Holder of the Additional Card.
- 1.4. **Agreement** shall mean an arrangement between the Bank and the Applicant on the terms on the issue of the Card, which includes, as integral parts thereof, the Application-Agreement, the General Rules, the Description of Terms, the Pricelist as well as any amendments, supplements and appendixes thereto, and any other documents that are specified as an integral part of the Application-Agreement.
- 1.5. **Applicant** shall mean the Customer as a natural person as defined by the General Rules, who has submitted an application to the Bank for the issue of the Card(s) and who shall bear responsibility for the proper fulfilment of the obligations arising from the issue of the Card(s) and the use thereof, including the execution of all payments under the Agreement.
- 1.6. **Application-Agreement** shall mean an application in the standard form of the Bank submitted by the Applicant to the Bank for the issue of the Card(s), including any amendments, supplements and appendixes thereto.
- 1.7. **ATM (automated teller machine)** shall mean an electronic device from which cash can be withdrawn using the Card.
- 1.8. **Bank** shall mean Nordea Bank AB, registered address SE-105 71 Stockholm, Sweden, identification code: 516406-0120, acting in Lithuania via Nordea Bank AB Lithuania Branch, address Didžioji g. 18, Vilnius, LT 01128, Lithuania, identification code: 303252632.
- 1.9. **Card Details** shall mean the Card number, the PIN, the period of validity of the Card and the electronic signature code (CVC2).
- 1.10. **Card** shall mean a MasterCard Platinum credit card. Unless specified otherwise, the definition of the Card shall also apply to the Additional Card.
- 1.11. **Cardholder** shall mean a holder of the Principal Card and a holder of the Additional Card.
- 1.12. **Credit Limit** shall mean the maximum credit limit as set in the Application-Agreement.
- 1.13. **CVC2 Code** shall mean the 3 last digits indicated at the end of the signature strip of the Card.
- 1.14. **Description of Terms** shall mean this Description of the Terms on MasterCard Platinum Cards'

Issuance and Usage for Private Customers, which, including all supplements and amendments, shall form an integral part of the Agreement.

- 1.15. **General Rules** shall mean Nordea Bank AB Lithuania Branch General Service Rules.
- 1.16. **Holder of the Additional Card** shall mean a natural person to whom the Bank has issued the Additional Card under the application of the Applicant and who is entitled to use the funds available in the Account of the Applicant, including the Credit Limit, using the Additional Card.
- 1.17. **Holder of the Principal Card** shall mean an Applicant to whom the Bank has issued the Principal Card.
- 1.18. **MasterCard** shall mean the multinational cards organisation MasterCard WorldWide, which is responsible for clearing, settlements and authorisation processes as well as for intermediation in card transactions between the Bank and other banks in Lithuania and abroad.
- 1.19. **Parties** shall mean the Bank and the Applicant.
- 1.20. **PIN** shall mean a confidential personal identification number assigned to the Holder of the Principal Card and/or the Holder of the Additional Card, known only to the Cardholder and deemed to be the signature of the Holder of the Principal Card and/or the Holder of the Additional Card, confirming the Transaction.
- 1.21. **Principal Card** shall mean a Card issued to the Holder of the Principal Card.
- 1.22. **Reporting Period** shall mean a calendar month in which the information on the Transactions executed through the Card as received by the Bank, accrued fees, charges and/or other amounts payable are included in the Account Statement.
- 1.23. **Transaction** shall mean a payment for goods or services by Card, a cash withdrawal and/or a Card balance inquiry.
- 1.24. **Usage Limit** shall mean the maximum total daily amount of the Transactions executed through the Card, i.e. payments and cash withdrawals at ATMs, set by the Bank (or the Holder of the Principal Card provided that the latter has submitted a request to change the limit).
- 1.25. **Value date** shall mean a day on which the Bank debits the Bank Account for the amount specified in the Account Statement.

Any other definitions used in the Description of Terms shall be understood in the manner as they are defined in the General Rules, except for the cases where a different meaning arises due to the context of the Description of Terms.

## 2. CARD ISSUANCE

- 2.1. The Agreement shall be concluded and Cards shall be issued in accordance with procedure and the terms and conditions defined by the General Rules and the Description of Terms.
- 2.2. A natural person willing to be provided with the Card shall submit an Application-Agreement to the Bank for the issue of the Card. The Bank shall have the right to require that the natural person willing to be provided with the Card should open the Account with the Bank.
- 2.3. Prior to signing the Application-Agreement, the Applicant shall familiarise himself/herself with the General Rules, the Description of Terms, the Application-Agreement and the Pricelist. In the Application-Agreement the Applicant confirms that he/she has familiarised with and undertakes to follow all terms and conditions provided for in the Agreement. The Bank undertakes to enable the Applicant to familiarise himself/herself with the General Rules, the Description of Terms, the Application-Agreement and the Pricelist by making them available at customer service units of the Bank and/or on the website of the Bank prior to signing the Application-Agreement. In case of any contradictions between the General Rules and the Description of Terms or the Application-Agreement, the provisions of the Description of Terms and the Application-Agreement shall prevail.
- 2.4. The Applicant shall have the right to indicate in the Application-Agreement the natural persons to whom the Applicant requests the issue of the Additional Cards. By signing the Application-Agreement, the Applicant shall assume full responsibility for all the Transactions executed by the Holder(s) of the Additional Card and for the proper use of the Additional Card.
- 2.5. If the Bank does not notify of its refusal to conclude the Agreement within 7 (seven) banking days, it shall be considered that the Bank has agreed to issue the Card and it shall be deemed that the Agreement has been signed the following banking day after the expiry of the said 7 (seven) banking days pursuant to the terms and conditions specified by the Application-Agreement.
- 2.6. The Card shall be issued within 3 (three) weeks from the day of approval of the Application-Agreement.
- 2.7. The Card to be issued shall bear the printed first name and surname of the Cardholder as they are indicated in the Application-Agreement. In cases where the space on the Card is not sufficient for printing the full first name and surname of the Cardholder, the initial letter of the name and full surname of the Cardholder shall be printed on the Card. The name and surname of the Cardholder shall be printed in Lithuanian or Latin characters.
- 2.8. Along with the Card, the Cardholder shall be given a PIN in a sealed envelope. The Cardholder shall sign on the Card in the presence of an employee of the Bank or in another manner acceptable to the Bank, and confirm the receipt of the Card. Prior to signing on the Card, the Cardholder shall check the correctness of his/her name and surname printed on the Card. Afterwards, the Bank shall not be liable for any direct or indirect damage or loss of any kind, including costs of replacing the Card, due to the

- incorrect name or surname of the Cardholder on the Card.
- 2.9. The Card shall be kept by the Bank 12 (twelve) weeks from the date of issue. Should the Cardholder fail to collect the Card from the Bank within this period, the Card shall be destroyed and the Agreement shall be deemed to have been expired.
- 2.10. The Customer has the right to select to receive new or renewed Card by post by indicating posting address on the Application-Agreement or selecting the Card delivery type in internet bank by selecting Card delivery type "by post" (in such case point 2.8 is not applicable). Delivery type and address for renewed card shall be updated no later than one month before the Card expiry date. The new issued PIN-code shall be sent to the same address as the Card was delivered or PIN-code checking instruction will be sent by SMS to the indicated mobile phone on the Application-Agreement. The Bank has the right to refuse to send the card by post.
- 2.11. In case the Customer fails to activate the Card in 12 (twelve) weeks after Card issuance, the Agreement shall be deemed to be expired.

### 3. ADDITIONAL SERVICES

- 3.1. An additional service package may be applicable to the Card. The description of such additional services shall be handed to the Customer together with the Card or shall be explained verbally. While using additional services, the Cardholder shall comply with the service provision terms and procedure as established by providers of such additional services. The Holder of the Principal Card shall pay any fees and charges applicable to additional services. The Bank shall be entitled to debit the Account of the Holder of the Principal Card for the fees and charges applicable to additional services as provided for in the Pricelist. The Bank shall have the right to terminate the provision of additional services or amend the service provision terms and procedure. The Bank shall notify of such termination and/or amendments at customer service units of the Bank and/or on the website of the Bank.

### 4. USAGE OF THE CARD

- 4.1. It shall be prohibited to damage, modify or reproduce the Card. Only the person whose name, surname and signature appear on the Card shall have the right to use the Card.
- 4.2. The Card shall grant the right to execute Transactions at commercial undertakings/companies, on the Internet as well as at ATMs marked with the signs of MasterCard.
- 4.3. While executing Card Transactions at the ATM, the Cardholder shall accurately follow the instructions given by the ATM.
- 4.4. If a wrong PIN is entered three times when using the Card, the Card shall be withheld or blocked.
- 4.5. The Cardholder shall use the Card and the PIN as well as other Card Details pursuant to the provisions of the Agreement. The Cardholder shall take sufficient care to prevent the Card and/or the Card Details from being passed to third parties, not to leave the Card in the ATM, to remember the PIN, not to write the PIN on the Card, to keep the PIN separately from the Card, not to write the PIN and other Card Details in a notebook, on a paper or other items, not to enter the PIN into a mobile phone, to destroy the envelope containing the PIN, not to disclose the PIN and other Card Details to third parties, and to take any other measures to prevent third parties from using the Card and other Card Details and to ensure the secrecy thereof.
- 4.6. If the correct PIN is used when executing the Transaction, the Bank shall presume that the person who uses the PIN acts according to the will of the Cardholder, even if the person who uses the correct PIN is not the Cardholder.
- 4.7. The Cardholder shall provide a personal identity document or enter the PIN if so required by the person accepting payments for goods or services by Card.
- 4.8. The Holder of the Principal Card shall be fully liable for all the Transactions executed through the Card using the PIN.
- 4.9. If the Cardholder forgets his/her PIN or there are any suspicions that it has become known to third parties, the Bank, on the basis of a written application of the Cardholder, shall provide the Cardholder with a new PIN. Changing the PIN or providing a new PIN shall be subject to fees stipulated in the Pricelist.
- 4.10. The Limits specified in the Pricelist and/or agreed in the Application-Agreement between the Applicant and the Bank shall be assigned to the Card.
- 4.11. The Holder of the Principal Card may request the Bank to change the Usage Limit by submitting an application in the form set by the Bank or can change the Usage limit in the Bank's internet bank ((in this case the Customer can change limits up to the sum indicated in the Bank's internet bank or reduce to 0 (zero) Litass). After expiry of the limit increase period (in case such period was settled), the Cardholder shall be subject to the same Usage Limit which had been effective before the right to enjoy the increased Usage Limit was granted.
- 4.12. The Bank shall have the right to refuse to increase the Usage Limit. The Bank shall not be obliged to specify any reasons for such refusal.
- 4.13. The Bank shall have the right to charge the Holder of the Card with the Commission Fee in the amount

stipulated in the Pricelist for the change of the Usage Limit.

- 4.14. The Holder of the Principal Card shall grant the Bank the right to debit the Account for the amounts withdrawn or paid through the Card(s), if the Cardholder:
  - 4.14.1. has signed a document confirming the execution of the Transaction through the Card;
  - 4.14.2. has confirmed the Transaction by entering the PIN, or the chip of the Card was read at service points equipped with a chip card reader;
  - 4.14.3. has provided the Card Details and/or his/her own data by telephone, post or the Internet to service providers, such as hotels, rental companies, websites and other institutions where payment by card is possible without presenting the Card itself. The Cardholder shall keep the confirmation of ordering the goods or services received from the service provider electronically until he/she receives the Account Statement (in case the Cardholder has waived the Account Statement in the Application-Agreement – until he/she is sure that he/she has no claims over the related Transaction);
  - 4.14.4. has indicated the number and CVC2 Code of the Card when paying by Card online and authorised via the Bank's internet bank in case a merchant or a service provider is participating in MasterCard Security code program.
- 4.15. The Cardholder shall confirm, in the manners specified in Clause 4.14, the execution of the Transaction and the correctness of the amount of the Transaction. The Holder of the Principal Card shall be liable for the Transactions confirmed in such manner.
- 4.16. Providers of car rent, accommodation and other services shall have the right to retroactively add costs and expenses related to fuel, telephone calls, mini bar, and other similar costs and expenses to purchase bills/invoices without further confirmation by the Cardholder in accordance with the generally accepted practices.
- 4.17. If it has been established or it is suspected that the Card is used not for the intended purpose, the use of the Card shall be restricted and/or the ATM shall withhold the Card, and the person entitled to receive payments for goods and services by Card shall be entitled to seize the Card.
- 4.18. The Cardholder shall keep documents (copies thereof) which were signed by him/her when executing the Transaction and which confirm the execution of the Transaction for a period not shorter than until the date of receipt of the Account Statement; in case of any discrepancies in the Account Statement or in case of any claims – until the claim has been examined.
- 4.19. The Bank shall not be liable for any fraud or any other unlawful actions or Transactions executed through the Card both online and at other Card servicing points or ATMs.
- 4.20. The Bank has the right to limit transactions in risky countries. List of risky countries is published on the website of the Bank. The Customer who is travelling to the countries which are listed on the website, must inform the Bank by phone or internet bank and indicate the trip period, in which countries and to which Card limitations shall be temporarily removed. The Customer will be liable for the correctness of the period and for the all transactions made by the indicated Card in the indicated countries
- 4.21. The Card may not be used if it has been lost and found afterwards, has been blocked by the Bank or expired.
- 4.22. In case merchant or service provider is participating in MasterCard SecureCode program and in case the Holder of the Additional Card is making transaction, the holder of the Additional Card shall be identified via the Bank's internet banking account of the Holder of the Additional Card. If the Holder of the Additional Card does not have the Bank's internet banking account, internet purchase transaction will not be authorised.

## **5. LOSS OF THE CARD OR THE PIN. BLOCKING OF THE CARD**

- 5.1. The Bank shall block the Card upon receipt of the notification of the loss of the Card or disclosure of the PIN to a third party, or if there are sufficient grounds to believe that third parties may be or are aware of the PIN or any other Card Details. The Bank shall also have the right to block the Card in other cases and on other grounds provided for in the Description of Terms and the General Terms.
- 5.2. If the Cardholder loses the Card or the PIN, or any other Card Details have become known to a third party, the Cardholder shall urgently report the event to the Bank at the Bank's customer service unit or to the Bank or persons authorised by the Bank to provide Card blocking services by calling the following telephone numbers: +370 5 2331199, +370 5 2151177 or +370 698 21000 (round the clock), +370 5 2361 371 (during business hours of the Information center of the Bank), specifying his/her name and surname, password, number of the Card, and his/her date of birth. After the oral notification, the Cardholder shall be obliged to give a written notice to the Bank in a customer service unit of the Bank within 10 (ten) days or shall order the Card replacement via the Bank's internet banking. On demand of the Bank, the Cardholder shall provide the Bank with circumstances of the loss of the Card and/or disclosure of the PIN to a third party.
- 5.3. If the lost Card is found, it may not be used and must be returned to the Bank. If the Cardholder failed to

return the Card, the Holder of the Principal Card shall be liable for all the Transactions executed through the Card.

- 5.4. The Bank shall not be liable for any direct or indirect damage or loss incurred by the Cardholder due to the blocking of the Card, if incorrect or false information has been provided to the Bank or an authorised person thereof.
- 5.5. The fees can be charged for the Card blocking and the Card replacement in case the Card was lost according to the Bank's pricelist.
- 5.6. In case of fraudulent or suspected fraudulent Transactions with the Card or in case of suspected theft of Card Data, the Customer is obliged to inform the pretrial investigation institutions, and on the demand of the Bank to provide to the Bank an official certificate about registered case.

## **6. CREDIT EXTENSION PROCEDURE**

- 6.1. Unless stated otherwise in the Application-Agreement, upon the issue of the Card, the Holder of the Principal Card has an Account opened with a Credit Limit. The Account shall be used for the execution of payment transactions by the Card. The Cardholder may credit or transfer funds to the Account, the funds in the Account or the Credit Limit may be used for the execution of payment transactions by the Card. The Account may not be used for wire transfers or for cash withdrawals not at ATMs. The Credit Limit is provided for a period from the issue of the Card to the expiry of the Card. The amount of the used Credit Limit shall be restored by the amount which covers the Credit Limit. Any amount transferred to the Account with the Credit Limit shall be firstly used for the covering of the used Credit Limit.

## **7. INTEREST**

- 7.1. The used Credit Limit shall be subject to an annual interest rate as indicated in the Pricelist. The amount of interest shall be calculated based on the actual number of calendar days; it shall be considered that a year has 360 days. The interest shall be calculated from the Value Date the following month after the month in which the payment is made and/or funds are withdrawn at the ATM and/or the applicable charges and fees are debited. The interest shall be debited from the Account on an annual basis, on the last banking day of a calendar month for which the interest is applicable.
- 7.2. The Bank shall not pay any interest on a positive balance in the Account, unless otherwise determined by the Bank, or otherwise agreed in writing.
- 7.3. If any payment under the Agreement is not paid on time, for all of the outstanding amount the Bank shall be entitled to calculate default interest, which is specified in the price list of the Bank, with effect from the due date (not inclusive) until the actual date of payment.

## **8. TOTAL ANNUAL PERCENTAGE RATE OF CHARGE**

- 8.1. The Agreement concluded with the Customer shall state the annual percentage rate of charge. The annual percentage rate expressed as an annual percentage value shall be calculated according to the procedure for the calculation of the annual rate percentage rate of charge as established by the Bank of Lithuania or other competent authority.

## **9. SETTLEMENTS FOR THE TRANSACTIONS PERFORMED WITH THE CARD**

- 9.1. All Transactions through the Cards in Lithuania shall be executed in Euro. The amount of the Transaction being executed shall be reserved in the Account. When the Bank receives information on the executed Transaction, the Account shall be debited for the amount of such Transaction.
- 9.2. MasterCard shall convert the currency of all Transactions executed through the Cards abroad into the settlement currency of the Bank (Euro) and shall charge a currency conversion fee. The Bank shall apply currency conversion margin indicated in the Bank's pricelist to all transactions made in other currency than Euro.. The currency exchange fees of MasterCard and the Bank shall be included in the currency exchange rate applicable to the currency exchange Transaction and shall not be separately debited or seen in the Account Statements. The currency exchange rate on the day of debiting the amount of the Transaction may differ from the currency exchange rate on the day of executing the Transaction.
- 9.3. The fees set in the Pricelist shall be applied for cash withdrawals at ATMs.
- 9.4. The Bank shall have the right to allow the Cardholder to withdraw cash at ATMs or other points where cash withdrawal using the Card is possible, without checking whether the funds available in the Account are sufficient for paying the commission fees and other fees of the Bank. In such cases of cash withdrawal, the Account shall show the balance without reducing it by the fees related to the Transaction being executed.
- 9.5. When executing Transactions through the Card, the Bank shall reserve the amount of the funds of the Transaction in the Account. Payments or cash withdrawals through the Card, within the limits established by the Bank, shall be possible without checking the balance of the funds in the Account. In such cases, the amount of the funds shall not be reserved in the Account and the data on the

- Transaction shall be processed and the amount of the Transaction shall be debited from the Account when the Bank receives information on the executed Transactions.
- 9.6. The Holder of the Principal Card shall ensure that no unauthorised overdraft of the Account arises when performing payment obligations related to Transactions through the Card.
  - 9.7. The Holder of the Principal Card shall ensure that on the Value Date and on the dates of debiting the Transaction amounts and/or of discharge of any other obligations under the Agreement, funds in the Account are sufficient so that the relevant amounts payable can be duly and timely debited under the terms and conditions of the Agreement. On receipt of information about Transactions through the Card, the Bank shall immediately debit the Account for the relevant amounts of Transactions together with any fees related to the Transactions, if applicable. In case the funds in the Account are insufficient, the Bank shall have the right to use the Credit Limit. Amounts of Transactions shall be debited from the Account within one month as of the Transaction, after the Bank has received information on the Transaction executed.
  - 9.8. Other fees and charges applicable to the Card shall be debited on the date of provision of the services by the Bank, except for the fees for which a different date has been specified in the Description of Terms, the Application-Agreement or the Pricelist.
  - 9.9. The card issue fee shall be debited by the Bank on the date on which the Card is ordered in the banking system.
  - 9.10. The amount of annual fees for the Card shall be debited by the Bank every year on the last business day of the Bank in the month in which the Card was issued/service ordered.
  - 9.11. The Account shall be debited with a monthly card administration fee for the Card on the last banking day of every month.
  - 9.12. The Cardholder shall not exceed the Credit Limit. Any amount paid or transferred to the Account shall be firstly used for the covering of the used Credit Limit.
  - 9.13. The Bank shall prepare the joint Account Statement for the Holder(s) of the Principal and Additional Card(s). The Account Statement shall indicate the Value Date which is established in the Application-Agreement, before which the Holder of the Principal Card shall be obliged to supplement the Account or the account which will be used for debit of funds by the Bank, if credit repayment via debit by the Bank is selected, the amount necessary for the covering of the monthly repayable credit indicated in the Application-Agreement and ensuring the availability of such funds in the Account or an account which will be used debit of funds by the Bank on the Value Date. On the Value Date the Bank shall debit the amount payable from the account used for debit of funds by the Bank for the covering of the used Credit Limit, if credit repayment by debit of funds by the Bank is selected.
  - 9.14. If the Holder of the Principal Card has chosen the method debit of funds by the Bank for the repayment of the used credit and credits the amount payable as indicated in the Account Statement or any other amount to the Account before the Value Date, on the Value Date the credit repayment amount shall be recalculated and reduced with the added money amount.
  - 9.15. In case money transfer to the Account is subject to incoming payment fee, the Bank deducts the Commission fee directly related to the Payment transaction from the amount transferred before crediting it into the Account and amount of the Payment transaction after deduction of Commission fees is used for credit repayment.
  - 9.16. The Holder of the Principal Card shall entitle the Bank to debit its Account (or if the funds in the Account are not sufficient – any accounts of the Holder of the Principal Card opened and maintained with the Bank, in any currency, upon deduction of the currency exchange fees (if applicable)) for the amounts of the Transactions executed through the Card and any fees and charges applicable to the Card(s) and the Transactions through the Card(s) as well as related commission fees as stated in the Pricelist, including the amount of the used Credit Limit (or any part thereof), interest on the used Credit Limit or the overdraft and any other fees and amounts payable to the Bank by the Holder of the Principal Card, including periodic repayments of the used Credit Limit without obtaining a consent of the Holder of the Principal Card.
  - 9.17. The Holder of the Principal Card shall also entitle the Bank, if funds in the Account are not sufficient, to debit other accounts of the Holder of the Principal Card, without obtaining his/her consent, in cases provided for in the General Rules, upon deduction of the currency exchange fees, or to debit the deposit account kept as a security of fulfilment of obligations by the Cardholder(s).
  - 9.18. The Holder of the Principal Card also agrees that, should he/she fail to properly discharge his/her payment obligations under the Agreement, any accounts held with other banks or credit institutions in any currency may be debited for the requisite amounts which shall be transferred to the Bank under debit orders or other statutory payment documents. The Holder of the Principal Card shall grant the Bank the right to make debit orders more than once (multiple consent) and agrees that any accounts held by him/her with other banks or credit institutions may be debited for any amounts payable by him/her to the Bank under the Agreement. The Holder of the Principal Card shall immediately provide a separate consent for multiple debiting under debit orders if this is required with other banks in which the Holder of the Principal Card has accounts.

- 9.19. The Parties agree that irrespective of which bank or credit institution the Holder of the Principal Card has accounts with, this Agreement shall be deemed to be an unconditional and irrevocable instruction by the Holder of the Principal Card to other banks and credit institutions to disclose any information about accounts held by the Holder of the Principal Card (including numbers, balances etc.), to debit accounts of the Holder of the Principal Card under the Bank's debit order, to convert funds into required currency if there are no funds in such currency in the accounts, and transfer the funds to the account specified by the Bank.
- 9.20. The Holder of the Principal Card shall furnish the Bank, within 3 business days from receipt of the Bank's request, with particulars of his/her accounts held with other banks registered in the Republic of Lithuania. The Holder of the Principal Card shall also entitle the Bank to obtain information on his/her accounts (including numbers, balances etc.) from other commercial banks registered in the Republic of Lithuania.
- 9.21. The Bank may exercise its rights referred to in Clauses 9.21, 9.17 and 9.18 until complete and due fulfilment of the obligations of the Holder of the Principal Card under the Agreement. The consent of the Holder of the Principal Card and the rights of the Bank referred to in Clauses 9.17 and 9.18 may only be withdrawn by stating this in the Application-Agreement or any amendments thereto.

## **10. ACCOUNT STATEMENTS**

- 10.1. The Account Statement shall be issued in the manner specified in the Application-Agreement. The Customer may view the information presented in the Account Statement at any time using the Bank's online banking services or at any customer service unit.
- 10.2. The Account Statement shall be issued for the Reporting Period. The Account Statement shall be prepared for each previous calendar month. It shall provide information on the Transactions executed through the Card, on which the Bank has received information by the last day of the previous (reporting) month. In case of Holders of the Credit Cards, information is also provided on the interest accrued for the previous month, other fees and charges.
- 10.3. Account Statements shall be issued by the 4<sup>th</sup> (fourth) banking day of the current month.
- 10.4. In cases where the Holder of the Principal Card has not received the Account Statement, the Holder of the Principal Card shall be obliged to inquire and approach the Bank regarding receipt of a duplicate of the Account Statement. The duplicate of the Account Statement can be obtained at any customer service unit of the Bank free of charge.
- 10.5. The fact that the Holder of the Principal Card has not received the Account Statement shall not release him/her from the obligation to make all payments provided for in the Agreement.
- 10.6. If the Customer returns the Card to the Bank prior to the expiry thereof, the Customer shall not have the right to require refund of the fees and other charges already paid to the Bank. The Customer shall have the right to the refund, according to the procedure stipulated by the General Rules, of the regular fees paid in advance.
- 10.7. On expiry of the Reporting Period, each Customer holding the Credit Card shall be issued an additional Account Statement specifying the:
  - 10.7.1. the Reporting Period for which the Account Statement is issued;
  - 10.7.2. the Transactions executed through the Credit Card(s) (except for checking the Card balance) of which the Bank has been informed during the Reporting Period, and their dates;
  - 10.7.3. balance according to the previous Account Statement and its date;
  - 10.7.4. new balance as of the end of the Reporting Period specified in the Account Statement;
  - 10.7.5. applicable interest rate;
  - 10.7.6. other charges accrued during the Reporting Period/other expenses;
  - 10.7.7. the minimum amount to be paid (if provided for in the Agreement).
- 10.8. The Customer may find out the account balance at any time using the Bank's ATMs and the online banking service.
- 10.9. The dispatch of the Account Statement by post may be subject to a Commission Fee as specified in the Pricelist.

## **11. CARD UNBLOCKING FEE WHEN CARD WAS BLOCKED BECAUSE OF NON-PERFORMANCE OF LIABILITIES**

- 11.1. The Customer is obliged to fulfil its obligations, the Bank has the right to restrict the Card usage in case the Customer is non performing the liabilities indicated in the paragraph 12 as well as other liabilities according other agreements signed with the Bank. The Card usage restrictions shall be valid termless, until the Customer fulfils its liabilities or the Agreement shall be terminated. The card usage restrictions does not mean the Agreement termination, the Customer shall be liable to pay card administration monthly or annual fees according to the pricelist.
- 11.2. In case the Customer shall fulfil its liabilities after the Card usage restrictions were applied, the Card shall be unblocked. Card unblocking fee when card was blocked because of non performance of liabilities can be applied according to the Bank's pricelist.

## 12. RIGHTS AND OBLIGATIONS OF THE BANK AND CARDHOLDERS

- 12.1. Rights and obligations of the Cardholder and the Bank shall be established by the General Rules, the Description of Terms, the Application-Agreement and other documents of the Agreement.
- 12.2. The Holder of the Principal Card shall:
  - 12.2.1. ensure that the total amount of the Transactions does not exceed the limits set;
  - 12.2.2. ensure that there is a sufficient balance in the Account in order to enable the execution of all payment obligations arising from Transactions through the Card and to pay the Bank's charges and fees;
  - 12.2.3. ensure that the Account balance is sufficient to prevent the exceeding of the Credit Limit and/or to ensure the covering of the used Credit Limit as of the Value Date, and to enable the Bank to debit the amount equal to the amount of the executed Transactions and the Transaction fees as well as other fees and charges of the Bank specified in the Pricelist, and to prevent unauthorised overdraft in the Account;
  - 12.2.4. be liable for settling up for all the Transactions executed through the Card(s) and the Additional Card(s) during the term of the Agreement;
  - 12.2.5. be liable for the discharge of all the obligations assumed under the Agreement and arising from the Transactions through the Card(s). the Holder of the Principal Card shall be liable to the Bank for each Transaction which is executed by him/her or the Holder of the Additional Card with the Card as well as for the discharge of the obligation of each Holder of the Additional Card;
  - 12.2.6. transfer his/her salary or other permanent income to the Account each month, if so specified in the Application-Agreement;
  - 12.2.7. credit, no later than by the Value Date, the Account with the Credit Limit or the Account for debit of funds by the Bank when credit repayment via debit by the Bank is selected as the credit repayment method with the amount no smaller than necessary to cover the monthly repayable credit stipulated in the Application-Agreement and ensure the availability of such funds in the Account on the Value Date;
  - 12.2.8. agree to provide information on his/her income in the previous year/quarter and other financial information or documents specified by the Bank in the manner specified by the Bank, once a year upon requirement of the Bank, or more frequently if the Bank has any doubts regarding the solvency of the Holder of the Principal Card. The Cardholder shall provide this information and the documents to the Bank within 14 (fourteen) calendar days from the day of receipt of such requirement of the Bank. Failure to provide information specified in this Clause shall be considered a material breach of the Agreement and shall form grounds for unilateral termination of the Agreement by the Bank;
  - 12.2.9. keep the Card number in such a manner that in case of the loss of the Card or the disclosure of the PIN to a third party the Card number could be immediately reported to the Bank or the person specified and/or authorised by the Bank for the purpose of blocking the Card (this obligation shall also apply to the Holder of the Additional Card);
  - 12.2.10. entitle the Bank to provide information to the company providing card blocking services (including the local card organisation First Data Lietuva UAB) and/or MasterCard and/or the Bank of Lithuania and/or Opus Capita UAB and/or any other company providing services of the preparation/dispatch of documents, including preparation or dispatch of Account Statements, personalisation and insurance of cards and insurance cards, the services of which are used by the Bank, on the Cardholder, the Agreement, and execution and termination thereof (this obligation shall also apply to the Holder of the Additional Card);
  - 12.2.11. in case of improper execution or failure to discharge the payment obligations of the Cardholder under this Agreement, the Cardholder agrees and entitles the Bank to disclose information on the Cardholder and/or the Description of Terms of the Agreement and the obligations of the Cardholder in accordance with them to any third parties as well as to the public and/or to collect information on the Cardholder from third parties to the Bank directly or by using third-party services;
  - 12.2.12. ensure that the Holder of the Principal Card and the Holder of the Additional Card do not violate any other terms and conditions of the Agreement.
  - 12.2.13. have the right at any time to cover the used Credit Limit fully or partially by crediting a respective amount to a respective Account with the Credit Limit or to fully cover the Credit Limit when unilaterally terminating the Agreement as prescribed in the Agreement. The Customer shall not pay the Bank any additional fees and charges related to the covering of the Credit Limit.
- 12.3. The Parties shall undertake to fulfil confidentiality obligations as provided for in the General Rules.
- 12.4. The Customer to whom the Credit Card has been issued may renounce the Agreement within 14



(fourteen) calendar days from the date of the Agreement. The Customer wishing to exercise this right shall give the Bank a written notice by the end of the term set under Clause 16. The Customer shall discharge its payment obligations under the Agreement in full immediately but no later than within 30 (thirty) calendar days from the date of giving such notice to the Bank.

### **13. RESPONSIBILITY OF THE PARTIES**

- 13.1. The Holder of the Principal Card shall be fully liable for the Transactions executed through the Card by a third party who had a possibility to use the Card and/or Card Details, in the following cases:
- 13.1.1. the Cardholder has passed the Card to a third party and/or disclosed to a third party the PIN and/or other Card Details, or the Customer has otherwise lost the Card/Card Details due to gross negligence or wilful act or act in bad faith;
  - 13.1.2. failure to inform about the loss of the Card as specified in the Description of Terms and the General Rules;
  - 13.1.3. the Cardholder has breached the requirements specified in the Description of Terms.
- 13.2. The Cardholder shall bear any loss amounting to EUR 150, if the Card, the PIN or other Card Details are lost, stolen, or their confidentiality is not protected, except for the cases specified in Clause 13.1 where the Cardholder shall be fully liable for the loss incurred.
- 13.3. If the fact of loss of the Card or accidental disclosure of the PIN and/or other Card Details is reported to the Bank following the procedure set out in these Description of Terms or the General Rules, the direct loss to the Holder of the Principal Card, which arose after the moment of the notice, shall be reimbursed by the Bank, except for cases where losses arise due to the act in bad faith, wilful act or gross negligence of the Cardholder.
- 13.4. The Bank shall not be liable for any damage or loss incurred to the Cardholder due to circumstances beyond control of the Bank or due to the inability of the Cardholder to use the funds available on the Card. The liability of the Bank shall be defined by the General Rules.
- 13.5. The Bank shall not be liable for any errors or inaccuracies of a company which is entitled to accept payments by Card for goods and services, as well as for the quality of the goods/services acquired with the Card or any disruptions in servicing the Card(s).

### **14. CLAIMS AND SETTLEMENT OF DISPUTES**

- 14.1. Claims shall be filed in writing. Claims shall be examined following the procedure established by the General Rules.
- 14.2. Any claims of the Cardholder related to Transactions through the Card and Account Statements shall be presented to the Bank immediately together with purchase receipts and any other evidence.
- 14.3. The Bank shall provide a written response to the Holder of the Principal Card within 30 (thirty) calendar days from the date of receipt of the claim. If the Holder of the Principal Card is not satisfied with the Bank's response, he/she may apply, within 6 (six) months from the date of filing of the claim/application/complaint to the Bank, to the Supervision Service of Bank of Lithuania, Financial Services and Markets Supervision Department, Consumer Protection and Education Division (Žirmūnų g. 151, 09128 Vilnius, tel. (8 5) 268 0545, (8 5) 268 0549), which examines consumers complaints on out-of-court basis.
- 14.4. The Holder of the Principal Card shall reimburse the Bank costs and fees related to the recovery of the Credit Limit, the interest on the Credit Card and any other amounts payable under the Agreement. Costs related to the resolution of disputes or disagreements in court as well as to the consideration of claims, where it is necessary to address MasterCard or other intermediaries providing services related to the maintenance of the Cards and the processing of information on Transactions to the Bank for the obtaining of evidence or for the examination of the claim, shall be paid by the defaulting party.
- 14.5. Damage arising out of unlawful actions shall be indemnified by the guilty party according to the procedure established by the law.

### **15. VALIDITY AND RENEWAL OF THE CARD**

- 15.1. The term of validity of the Card shall be specified on the Card („VALID THRU“ – the first number shall mean month to which last day card is valid and the second number means the last to digits of the year, sample 09/19 shall mean that card is valid till 30th of September 2019) . The Customer shall have the right to use the Card by the end of its term of validity. Each Card shall have its individual term of validity which is not dependent upon the validity of any other cards issued to the Customer. The Card shall be deemed invalid starting from next day after the date indicated on the Card. After that date the Card may not be used and shall be destroyed or returned to the Bank.
- 15.2. Upon expiry of the term of validity of the Card, the Bank shall have the right to issue a new Card of the same type, or other type if Bank approves so, for the period provided for the Cards of this type as of the date of its issue. The new Card shall bear a new term of validity. The Agreement shall be deemed

renewed for the period for which the new Card has been issued.

- 15.3. The new Card issued to the Customer is inactive and the Customer may only start executing Transactions through the Card upon its activation. If the Card has been blocked, the Card must be activated upon unblocking. The Customer may activate the Card at any Bank's ATM by entering the correct PIN and perform transaction or the Card can be activated via Bank's internet bank.
- 15.4. The Bank has the right to refuse to renew the Card in case there were no transactions in the last 6 month before the Card renewal.
- 15.5. The Bank shall have the right to refuse to issue a new Card without specifying the reasons.
- 15.6. If the Holder of the Principal Card does not wish that a new Card of the same type is issued upon expiry of the term of validity of the Card and the Agreement is renewed, the Customer shall submit to the Bank a written refusal which shall be received by the Bank no later than 1 (one) month prior to the end of validity of the Card. If the Bank does not receive such refusal in due time, it shall be deemed that the Holder of the Principal Card has agreed to renew the Agreement for a new term as stated in Clause 17.1.
- 15.7. If the Agreement is not renewed and no new Card is issued, the Customer shall be obliged to destroy the invalid Card or return it to the Bank.
- 15.8. If the Card is damaged, the Holder of the Principal Card shall have the right to file an application to the Bank requesting to replace the Card. The replacement fee as specified in the Pricelist shall apply in such a case. The new Card shall be issued upon payment of the replacement fee and upon presentation of the damaged Card to the Bank.
- 15.9. A fee as specified in the Pricelist shall apply to the issue of the new Card or replacement of the lost Card.

## **16. AMENDMENT AND TERMINATION OF THE AGREEMENT**

- 16.1. Applications of the Holder of the Principal Card for amendments to the terms and conditions of the Agreement (limits, etc.) shall be submitted to the Bank in writing or via internet banking or telephone banking if applicable. Amendments to the Application-Agreement shall come into force when the Bank has approved the applications of the Holder of the Principal Card.
- 16.2. The right of the Bank to unilaterally amend the Agreement (including its parts, such as the Description of Terms, the General Rules and the Pricelist) shall be specified in the General Rules.
- 16.3. The Agreement shall continue in full force and effect until complete execution of the Agreement and/or expiry of the Agreement on other grounds.
- 16.4. The Holder of the Principal Card shall have the right to terminate the Agreement at any time by giving a written notice to the Bank.
- 16.5. The Bank shall have the right to terminate the Agreement according to the procedure set out in Clause 15.5.3 hereof, if any of the following grounds exist:
  - 16.5.1. Late payment – if (a) the Customer fails to make a payment under the Agreement, which accounts for at least 10% (ten per cent) of the used Credit Limit and such payment is delayed by more than 1 (one) month or the Customer fails to make a payment under the Agreement and such payment is delayed more than 3 (months) in a row, and (b) a notice on the delay in payment has been served to the Holder of the Principal Card according to the procedure stipulated in the Agreement, the Bank shall have the right to terminate the Agreement and demand that the credit is repaid and the accrued interest and other amounts payable under the Agreement are paid.
  - 16.5.2. Other grounds:
    - 16.5.2.1. the Holder of the Principal Card has provided essentially misleading information to the Bank or has concealed information which affected or may affect the issue of the Card(s);
    - 16.5.2.2. financial position of the Holder of the Principal Card has deteriorated considerably (e.g. loss or considerable decrease of permanent income, etc.);
    - 16.5.2.3. the Holder of the Principal Card has failed to timely repay another debt or has failed to discharge other obligations (or any part thereof) to the Bank;
    - 16.5.2.4. the Account of the Holder of the Principal Card is blocked, or withdrawal or transfer of funds is suspended according to the procedure prescribed by the laws of the Republic of Lithuania, or his/her assets are seized;
    - 16.5.2.5. the Holder of the Principal Card and/or the Holder of Additional Card has failed to comply with other terms and conditions of the Agreement and to rectify the violation within 10 (ten) calendar days from the date of the relevant notice of the Bank;
    - 16.5.2.6. in case of death of the Holder of the Principal Card, declaring him/her dead, legally incapable or missing, or in case of restricting his/her liberty according to the procedure prescribed by laws;
    - 16.5.2.7. the Holder of the Principal Card has informed the Bank of his/her intention to initiate his/her self bankruptcy proceedings, or the information is submitted to the Bank

about the application to initiate the bankruptcy proceedings against the Holder of the Principal Card which is submitted to the court, or the bankruptcy proceedings is initiated against the Holder of the Principal Card;

16.5.2.8. other grounds established in the legal acts and/or the General Rules.

16.5.3. In the case referred to in Clause 15.5.2.1 hereof, the Bank shall notify the Holder of the Principal Card in writing of the grounds for the termination of the Agreement and shall give at least 14 (fourteen) days for the elimination of these grounds. Should the Holder of the Principal Card fail to eliminate the grounds for termination within the said term, the Bank shall terminate the Agreement by a separate written notice. In cases referred to in Clause 15.5.2.2 of these Description of Terms, the Bank shall be entitled to terminate the Agreement by giving the Holder of the Principal Card a 30 (thirty) days' notice.

16.6. Should the grounds referred to in Clause 15.5 exist, the Bank shall be entitled to block the Card and the Account and/or demand that the used Credit Limit is covered.

16.7. By the date of the termination of the Agreement, the Holder of the Principal Card shall discharge any outstanding payment obligations to the Bank under the Agreement.

16.8. Upon submission of the notice of termination of the Agreement by the Holder of the Principal Card, the Cards issued to the Holder(s) of the Additional Card may not be used any longer and shall be blocked. The Cards issued to the Holder of the Principal Card and the Holder of the Additional Card shall be returned to the Bank together with the notice of termination of the Agreement.

16.9. The Bank shall notify the Holder of the Principal Card of the termination of the Agreement, setting a 7 (seven) days' term during which the Cardholders shall be obliged to destroy or return the Card(s) and to discharge any outstanding obligations to the Bank. The obligations specified in the Agreement shall be considered discharged when the Holder of the Principal Card has settled up for all the Card Transactions and has paid all the charges and fees under the Agreement, including the Pricelist applicable to the Cards and/or the Transactions executed through the Cards, and the Card(s) has (have) been returned to the Bank. The obligation of the Holder of the Principal Card to pay all debts to the Bank shall survive until discharge of all the payment obligations under all the Transactions executed through the Cards as well as payment of other charges and fees to the Bank under the Agreement.

## **17. SUBMISSION OF NOTICES**

17.1. Any notices to the Holder of the Principal Card shall be served according to the procedure stipulated in the Agreement. Any information of the Bank shall be presented to the Holder of the Principal Card and this shall be deemed to be proper provision of information to the Holder of the Additional Card. The Holder of the Principal Card shall inform the Holder of the Additional Card about all notices/information submitted by the Bank to the Holder of the Principal Card.