

## Payment Card Terms and Conditions

### 1. Terms Used in These Conditions

**Authentication Means** – Physical and digital means used for the electronic identification of the Client or Cardholder and for the confirmation (authorization) of Transactions. Authentication Means include:

- Electronic identification means and electronic signatures, such as eID card, eParaksts, eParaksts mobile;
- PIN codes, passwords, identification numbers assigned to the Client or Cardholder, and personal identity code;
- Other Authentication Means recognized by the Bank.

**Bank** – Signet Bank AS

**Transaction** – Cash withdrawal, transfer of funds, purchase, payment for services, or establishment of other obligations using a Payment Card. A Transaction is any action that decreases or increases the balance of the Payment Card Account, as well as any other action confirmed by the Cardholder with the Payment Card.

**Application** – Application for the issuance and servicing of a Payment Card.

**Cardholder** – The person to whom the Payment Card is issued and whose name and surname are printed on the Payment Card. Only this person is entitled to use the Payment Card. The Cardholder may be the Client or another person specified in the Application.

**Client** – The owner of the Payment Card Account.

**Agreement** – The agreement between the Bank and the Client for the opening of a Payment Card Account and the use of the Payment Card.

**Payment Card** – A plastic or virtual Payment Card issued by the Bank, linked to the Payment Card Account. Payment Cards may include credit cards such as MasterCard Business, MasterCard Gold, Virtual MasterCard Gold, or MasterCard World Elite.

**Payment Card Account** – An account opened by the Bank for the Client, linked to the Payment Card. This account holds the credit limit granted to the Client and other amounts credited to the account.

**Overdraft Interest** – Interest at the rate specified in the Tariffs, paid by the Client for the use of an overdraft exceeding the credit limit.

**Tariffs** – The Bank's approved price list specifying fees for services provided by the Bank. Tariffs are available at the Bank's premises and in the Internetbank.

**Merchant** – A person who accepts the Payment Card for payments for goods and services, including payments on websites and platforms.

### 2. General Provisions

2.1. These Conditions govern the procedure for opening and servicing a Payment Card Account, as well as the issuance and use of a Payment Card.

2.2. The Application, these Conditions, and the confirmation of receipt of the Payment Card together form the Agreement.

2.3. The Agreement takes effect from the moment the Bank activates the Payment Card Account for Transactions. The Agreement is concluded for an indefinite period.

2.4. The validity period of the Payment Card is not the termination date of the Agreement.

2.5. If the Bank does not offer certain services mentioned in these Conditions (e.g., does not grant a credit limit), the respective sections of the Conditions do not apply to the Client.

2.6. The relationship between the Bank and the Client, not regulated by the Agreement, is governed by:

- The Bank's General Business Terms and Conditions;
- The Bank's Current Account Agreement Conditions;

- The Bank's Tariffs;
- The regulatory acts of the Republic of Latvia;
- The rules of the international payment card organization MasterCard Worldwide.

2.7. The Agreement and all mentioned documents are binding on both the Client and the Cardholder. The Client must familiarize the Cardholder with these documents.

### **3. Opening of the Payment Card Account and Issuance of the Payment Card**

3.1. The Bank reviews the Application and, if approved, opens a Payment Card Account for the Client and issues a Payment Card to the Cardholder.

3.2. Multiple Payment Cards (additional Payment Cards) may be linked to the Payment Card Account.

3.3. The Bank reserves the right to refuse to open a Payment Card Account or issue a Payment Card without explaining the reason.

3.4. The Client agrees to use the Payment Card and Payment Card Account in accordance with the Agreement.

3.5. The Client's signed Application does not guarantee that the Bank will enter into the Agreement. The Bank agrees to the Agreement by signing the confirmation of receipt of the Payment Card.

### **4. Payment Card Account and Its Activation**

4.1. After activating the Payment Card Account, the Bank accepts fund transfers to it in accordance with the Bank's General Transaction Conditions.

4.2. Remote access to the Payment Card Account is subject to the Current Account Agreement Conditions.

### **5. Payment Card and Its Activation**

5.1. The Bank issues plastic Payment Cards.

5.2. The Cardholder may also use a digital version of the plastic Payment Card. Only the Cardholder may use and operate the Payment Card.

5.3. The Bank issues inactive Payment Cards to the Cardholder.

5.4. The Payment Card can be activated once the Bank receives the signed confirmation of receipt of the Payment Card and any required security.

5.5. The Client may activate the Payment Card via the Internetbank.

### **6. Linking the Payment Card to Digital Wallets and Merchants' Online Platforms**

6.1. The Payment Card can be linked to various digital wallets, such as Apple Pay and Google Pay. The Cardholder must review and agree to the terms of the respective digital wallet provider to link the Payment Card.

6.2. The Payment Card can also be linked to Merchants' online platforms, such as for subscribing to services, online stores, or other services. The Cardholder is bound by the Merchants' terms to which the Payment Card is linked, including payment terms for goods or services (e.g., subscription fees) agreed between the Cardholder and the Merchant.

6.3. After linking the Payment Card to digital wallets or Merchants' online platforms, a digitised Payment Card is created, which can be used for payments with Merchants. The digitised Payment Card remains valid for payments until:

- The Cardholder deletes or blocks the Payment Card's link to the digital wallet;
- The Cardholder deletes the Payment Card's link to the Merchant's online platform;
- The Payment Card is closed.

## **7. Payment Card PIN Code**

7.1. The Bank issues the Payment Card to the Cardholder along with a PIN code. The PIN code is a numerical combination used as a signature to confirm Transactions.

7.2. The PIN code is an integral part of the Payment Card and is provided in a PIN code envelope.

7.3. The PIN code is confidential and assigned solely for the Cardholder's use.

7.4. The PIN code may be required for purchases or operations at ATMs (automated teller machine).

7.5. Correct entry of the PIN code constitutes the Cardholder's consent and confirmation for performing a Transaction, as well as the Cardholder's authentication.

7.6. If the PIN code is entered incorrectly multiple times in succession, further Transactions with the Payment Card may be denied, and the Payment Card may be retained. In such cases, the Client must submit a new Application for a new Payment Card.

## **8. Receipt of the Payment Card and Its PIN Code**

8.1. The Client may specify in the Application the location and method for receiving the Payment Card and its PIN code.

8.2. The plastic Payment Card may be received at the Bank's premises or sent to the Client's specified postal address via a postal service provider or another agreed method.

8.3. The Client may change the receipt location and method no later than 15 days before the expiry of the previous Payment Card.

8.4. The Bank may change the receipt location and method, notifying the Client via the Internetbank at least two months in advance.

8.5. The Client must inform the Bank if:

- The Payment Card is not received;
- The received Payment Card or its packaging is damaged;
- Other obstacles prevent receipt of the Payment Card.

In such cases, the Bank will close the sent Payment Card and agree with the Client on the issuance of a new Payment Card.

## **9. Security Rules for Using the Payment Card and PIN Code**

9.1. The Client and Cardholder are obliged to:

- Store the Payment Card so as to prevent the Payment Card, or the mobile device containing the digitised version of the Payment Card, from becoming available to others;
- Memorize the PIN code upon opening the PIN code envelope and destroy the envelope and its contents, without retaining any record of the PIN code;
- Not disclose the PIN code or other Payment Card information (e.g., card number, CVC code, expiry date);
- Not store the PIN code together with the Payment Card;
- Not write the PIN code on the Payment Card;
- Not provide the Payment Card, card number, or other information to others unless necessary for a Transaction;
- Monitor actions performed by others with the Payment Card during Transactions and their confirmation (authorization);
- Protect the Payment Card or mobile devices containing its digitised version from high temperatures, electromagnetic fields, and mechanical damage;
- Immediately block the Payment Card's operation via the Internetbank and inform the Bank if the Payment Card or mobile device containing its digitised version is lost, stolen, or otherwise not in the Cardholder's possession;
- Block the Payment Card if there is a possibility that the PIN code, other Authentication Means, or Payment Card information has been disclosed to another person. The Client is

responsible for reactivating a previously blocked Payment Card and for Transactions made with the Payment Card after reactivation.

## **10. Payment Card Validity and Renewal**

10.1. The Payment Card's validity period is indicated on the Payment Card and is valid until the last day of the specified year and month (inclusive).

10.2. After the Payment Card's validity period expires, its use is prohibited, and it must be destroyed for security purposes or returned to the Bank.

10.3. As the Payment Card's validity period approaches its end, the Bank prepares a new Payment Card.

10.4. If the Client or Cardholder does not receive and activate the Payment Card within 90 days from the start of its validity period, the Bank will close (destroy) the Payment Card and may terminate the Agreement (close the Payment Card Account) if no other valid and active Payment Cards are linked to the account.

10.5. The Bank may unilaterally decide not to issue a new (renewed) Payment Card, and the Agreement will be considered terminated if no other valid and active Payment Cards are linked to the Payment Card Account.

10.6. Within one month before the Payment Card's validity period expires, the Client or Cardholder must provide consent to the Bank for the Payment Card's renewal. If no consent is provided, the Bank will not issue a new Payment Card after the existing Card's validity period expires, and the Agreement will be considered terminated if no other valid and active Payment Cards are linked to the Payment Card Account.

10.7. The renewed Payment Card is issued to the Cardholder at the Bank unless the Bank and Client agree otherwise.

## **11. Early Termination of Payment Card Operation**

11.1. The Client may terminate the Payment Card's operation at any time by blocking it via the Internetbank or submitting a written notice to the Bank in paper form.

11.2. The Client may replace the Payment Card at any time, e.g., if the Payment Card is damaged or lost. Replacement involves ordering a new Payment Card while retaining the Payment Card's usage limits and other settings.

11.3. For security reasons, the Bank may terminate and/or destroy the Payment Card if:

- The Payment Card is retained by an ATM;
- Another person informs the Bank of finding the Payment Card or delivers it to the Bank.

## **12. Conducting Transactions**

12.1. Transactions with the Payment Card may be initiated after its activation.

12.2. Transactions with the Payment Card may be conducted within the usage limits specified in the Application, the available funds in the Payment Card Account, and the credit limit (if granted).

12.3. Before confirming a Transaction, the Cardholder must verify that the Transaction information and amount are correct. The Cardholder must not confirm a Transaction if the specified amount differs from the actual Transaction amount.

12.4. The Cardholder may be required to present an identity document before conducting a Transaction, and the Cardholder must comply.

12.5. The Cardholder may only conduct Transactions with the Payment Card that comply with regulatory acts.

12.6. The Payment Card must not be used for illegal purposes, including the purchase of goods or services prohibited by the laws of the country where the Payment Card is used.

### **13. Transaction Confirmation (Authorization)**

13.1. A Transaction with the Payment Card is considered confirmed (authorized) if the Cardholder has given consent. Depending on the Payment Card's usage method, consent is given by:

- Entering the PIN code when the Payment Card is inserted into a payment terminal, ATM, or when required by the Bank to authorize a contactless payment;
- Bringing the Payment Card close to a payment terminal or ATM to allow data reading when using contactless payment functionality;
- Entering the Cardholder's name, surname, Payment Card number, security code, and expiry date on websites, by phone, or otherwise when the Transaction is conducted without the physical presence of the Cardholder or Payment Card. In such cases, the Cardholder may need to authorize the Transaction with Authentication Means if the Merchant participates in a secure purchase system;
- Confirmation with an Authentication Means when the Transaction is conducted via a digital wallet linked to the Payment Card. For in-person Transactions, the device containing the digital wallet must be brought close to the payment terminal, with or without additional confirmation, if supported by the digital wallet provider and accepted by the Bank.

13.2. A Transaction is considered authorized, and the Bank is obliged to execute it, if the Cardholder has given consent in any of the ways listed in clause 13.1. Such consent has the same legal effect as a document personally signed by the Cardholder.

13.3. Once the Cardholder has confirmed (authorized) a Transaction, it can only be canceled by the recipient.

### **14. Transaction Execution**

14.1. The Client must ensure that the Payment Card Account has sufficient funds for the Transaction, including reserved Transaction amounts.

14.2. Transaction execution may be refused if the Payment Card Account lacks sufficient funds.

14.3. The Bank may debit funds from any Client's account at the Bank if:

- The Transaction amount exceeds the available funds in the Payment Card Account (including the unused credit limit);
- The Payment Card Account lacks sufficient funds to cover fees for the Bank's services (including interest payments) as per the Tariffs and Agreement;
- Funds were credited to the Payment Card Account due to error, mistake, or lack of legal basis;
- To settle the Client's obligations to the Bank;
- In other cases specified in the Agreement.

In such cases, the Bank may create a negative balance in any Client's account at the Bank.

### **15. Payment Card Usage Limits**

15.1. Each Payment Card is assigned usage limits.

15.2. Usage limits are the Transaction amounts up to which respective Transactions can be conducted with the Payment Card.

15.3. The Client may change the Payment Card's usage limits within the Bank's offered range by submitting a written application to the Bank.

15.4. A Transaction with the Payment Card is refused if the Transaction amount exceeds the applicable limit set for the Payment Card.

### **16. Payment Card Account Currency and Conversion**

16.1. Transaction amounts in the Payment Card Account are debited in the currency specified in the Application—euro, US dollars, or British pounds.

16.2. Transactions not in the Payment Card Account's currency are subject to currency conversion.

16.3. For Transactions with the Payment Card (e.g., purchases or cash withdrawals in a currency other than the Payment Card Account's currency), the exchange rate is calculated using the rate set by the international card organization MasterCard on the Transaction processing date, plus the currency conversion fee specified in the Tariffs.

16.4. For non-Payment Card Transactions (e.g., transfers), the exchange rate is calculated using the Bank's exchange rate at the time of the Transaction.

16.5. The Bank may apply changes to exchange rates immediately without prior notice. The Bank's exchange rate is available at the Bank's premises.

16.6. Information on the applied exchange rate is provided in the Payment Card Account statement.

## **17. Reflection of Transactions in the Payment Card Account**

17.1. Each Transaction may be reflected in the Payment Card Account twice:

- Initially, when the Transaction is confirmed (authorized), the Transaction amount is reserved, reducing the available funds in the Payment Card Account;
- Subsequently, when the Transaction is confirmed by the recipient and executed.

17.2. A Transaction reservation may be canceled if the Bank does not receive confirmation from the recipient for an extended period, but this does not grant the right to cancel the Transaction.

17.3. Transactions are executed upon confirmation from the recipient, regardless of the reservation status.

17.4. The Bank may hold funds or reserve amounts in any Client's account at the Bank to secure its claims.

## **18. Payment Card Account Statement**

18.1. The Bank provides the Client with all information about Transactions and fund movements in the Payment Card Account. This information is reflected in the Payment Card Account statement.

18.2. The Client may view the Payment Card Account statement in the Internetbank or, upon request, receive it in paper form at the Bank's premises.

18.3. The Client is entitled to receive a monthly account statement in paper form free of charge once per month. Fees for preparing account statements in paper form are specified in the Tariffs.

## **19. Obligation to Review Transactions**

19.1. The Client must review the Payment Card Account statement at least monthly via the Internetbank or at the Bank's premises to verify the accuracy of Transactions conducted in the Payment Card Account.

19.2. The Client may monitor Transactions with the Payment Card by receiving SMS notifications about conducted Transactions to the mobile phone number specified in the Application. The Client must ensure that access to these SMS notifications is restricted to the Client or Cardholder.

## **20. Notification of Unauthorized or Erroneous (Incorrect) Transactions**

20.1. The Client must immediately, but no later than 45 days from the execution date of the Transaction, notify the Bank in writing (by submitting an application) if, in the Client's opinion, any of the following has occurred:

- An unauthorized Transaction by the Client or Cardholder has been executed;
- A Transaction has been executed erroneously (incorrectly);
- An incorrect Transaction amount has been debited;
- A fee for services has been charged incorrectly.

If the Client, as a consumer, is unable to notify the Bank in writing within 45 days and the Transaction was conducted under the Republic of Latvia's Law on Payment Services and Electronic Money, the Client must do so no later than 13 months from the Transaction execution date.

## **21. Transaction Investigation**

21.1. Upon receiving an application, the Bank verifies whether:

- The Cardholder gave consent for the Transaction;
- An erroneous (incorrect) Transaction occurred in the Payment Card Account;
- Fees charged for services were calculated correctly;
- No other errors occurred.

21.2. Complaints about Transactions are reviewed in accordance with the rules of the international payment card organization MasterCard Worldwide.

21.3. The Client must cover the Bank's costs incurred in fulfilling the Client's requests or investigating Transactions, such as costs for preparing invoice copies. The Bank may debit these costs from the Payment Card Account or any other Client's account at the Bank without prior consent.

21.4. The Bank does not refund funds debited as a result of a Transaction if, during the investigation of the Transaction, The Bank has not determined that the Transaction was not properly authorised, that it is erroneous (incorrect) or that the amount of money was debited from the Payment Card Account wrongly for any other reason.

21.5. If consent for a Transaction has been given in one of the ways specified in Clause 13.1, this will be sufficient evidence that the Transaction has been authorised. If a Transaction is disputed, this will be sufficient evidence that the Cardholder has acted unlawfully, with bad intentions or has failed, due to gross negligence, to comply with the security requirements regarding how the Payment Card and the Authentication Means must be used and stored.

21.6. The Bank refunds the Transaction amount to the Payment Card Account if the Transaction was unauthorized or executed erroneously (incorrect) and the Client notified the Bank within the timeframe specified in Clause 20.1. The Bank has recovered the funds in compliance with the rules and regulations of the Bank and/or MasterCard Worldwide's rules.

21.7. Losses incurred by a Client (consumer) due to unauthorized Transactions resulting from the loss, theft, or unlawful appropriation of the Payment Card are compensated by the Bank in cases, manner, and amount specified in the Law on Payment Services and Electronic Money of the Republic of Latvia.

21.8. The Bank does not compensate the Client for losses resulting from unauthorized payments if the Client acted unlawfully, intentionally, or with gross negligence in using or storing remote service means or the Payment Card in violation of the Agreement, other agreements between the Bank and Client, the Bank's General Transaction Conditions, or remote service means usage conditions.

## **22. Blocking and Closing the Payment Card for Security Reasons**

22.1. The Bank may block and close any Payment Card without prior notice to the Client in the following cases:

- Reasonable suspicion of unauthorized use or use for fraudulent purposes;
- Non-compliance with the Agreement's terms by the Client or Cardholder;
- The Payment Card or its data is lost, stolen, or believed to be in another person's possession;
- A significant increase in the risk that the Client may be unable to meet payment obligations, including repaying the used credit limit;
- Other cases specified in the Republic of Latvia's and applicable international regulatory acts.

22.2. The Bank will inform the Client or Cardholder about the blocking and closing of the Payment Card.

22.3. In all cases where security risks are identified or the Client reports unauthorized Transactions, the Client must provide the Bank or its authorized representative with all information necessary for the investigation, such as details about the Transaction, circumstances of the Payment Card's loss, or how the Payment Card's data or Authentication Means may have been accessed by others, or a copy of a report filed with law enforcement if a crime was committed against the Client.

22.4. The Bank may suspend any operations in the Payment Card Account without notice in cases specified in the Bank's General Transaction Conditions and the Republic of Latvia's regulatory acts.

### **23. Credit Limit Allocation**

23.1. The Bank unilaterally decides on the allocation of a credit limit. The credit limit is the funds provided by the Bank to the Payment Card Account under the Agreement, which the Client and Cardholder may use.

23.2. The allocation and amount of the credit limit depend on the type of Payment Card and provided security.

23.3. The allocated credit limit amount is specified in the confirmation of receipt of the Payment Card.

23.4. The Bank allocates the credit limit for one year from the date of allocation. The Bank may extend the credit limit term for each subsequent year.

23.5. If the Bank does not extend the credit limit term, it informs the Client 30 days in advance.

23.6. The Bank may reduce or cancel the allocated credit limit at any time without explaining the reason.

23.7. The Client must repay the Bank the credit, interest on credit usage, overdraft credit (if applicable), Overdraft Interest (if applicable), and Late Payment Interest (if applicable):

- On the last day of the credit limit term if not extended;
- Within three business days from the date of the Bank's notification via the Internetbank if the Bank reduces or cancels the credit limit.

### **24. Credit**

24.1. The amount of funds used within the credit limit is the credit granted by the Bank to the Client. This credit is an overdraft, allowing the Client and Cardholder to use funds exceeding the Client's available balance in the Payment Card Account.

24.2. The repaid credit amount may be reused.

### **25. Interest on Credit and Overdraft Credit Usage**

25.1. The Client must pay interest on the use of credit and overdraft credit.

25.2. The Client does not pay interest on the credit limit (credit) used in the previous month if the entire used credit limit is repaid to the Payment Card Account within the timeframe specified in the Tariffs in the following month.

25.3. Credit Interest and Overdraft Interest are calculated daily based on the interest rate.

25.4. Daily credit interest is calculated by dividing the interest rate by 360, multiplying by the credit balance on that day, and rounding to whole euro cents.

25.5. Overdraft Interest is calculated on the overdraft amount (the amount used exceeding the credit limit) daily by dividing the interest rate by 360, multiplying by the overdraft amount on that day, and rounding to whole euro cents.

25.6. Interest rates are specified in the Tariffs.

25.7. The Client must ensure sufficient funds in the Payment Card Account to cover all interest payments. Interest is debited in the month following the month in which the minimum monthly

payment was due, on the first day of that month. If there are insufficient funds in the Payment Card Account, the Bank may debit the amount from any other Client's account at the Bank.

## **26. Monthly Credit Repayment**

26.1. The Client must deposit the minimum monthly amount (expressed as a percentage) of the used credit limit (credit) into the Payment Card Account by the date specified in the Tariffs in the following month.

26.2. The minimum monthly amount (expressed as a percentage) is specified in the Tariffs.

26.3. If specified in the Application, the Bank may perform the monthly repayment of the used credit limit from the Client's current account or another account on the date specified in the Tariffs. Repayment will not be made if the specified account lacks sufficient funds for full repayment.

## **27. Credit Repayment**

27.1. The Client may repay the credit in full or in part at any time by depositing funds into the Payment Card Account.

27.2. The Client may obtain information about payments required for credit repayment at any time, available via the Internetbank or in paper form upon request.

## **28. Overdraft Credit Repayment**

28.1. The Client must immediately repay any overdraft credit if it arises. Overdraft credit is the amount used by the Client or Cardholder exceeding the allocated credit limit (e.g., due to technical reasons, such as delayed Transaction processing).

28.2. In case of overdraft credit usage, the Bank may block the Payment Card Account at any time and use any security (if applicable) or other Client funds at the Bank to settle the overdraft credit.

## **29. Late Payment Interest**

29.1. If the Client fails to deposit the minimum monthly credit amount into the Payment Card Account by the deadline specified in the Tariffs, the Client must pay Late Payment Interest to the Bank in addition to credit interest. Late Payment Interest is calculated on the unpaid amount for the entire delay period.

29.2. The Late Payment Interest rate is specified in the Tariffs.

29.3. Payment of Late Payment Interest does not exempt the Client from fulfilling the obligations specified in the Agreement.

29.4. Late Payment Interest is debited from the Payment Card Account in the month following the month in which the minimum monthly payment was due, on the first day of that month. If the Payment Card Account lacks sufficient funds, the Bank may debit the amount from any other Client's account at the Bank.

## **30. Financial Pledge**

30.1. By concluding the Agreement, the Client and the Bank agree to establish a financial pledge in favor of the Bank on the security specified in the Application, in accordance with the regulatory acts of Latvia.

30.2. The financial pledge secures the fulfillment of the Client's obligations to the Bank arising from the Agreement.

30.3. The Bank may suspend debit operations (e.g., outgoing payments) and block funds and financial instruments in the Client's accounts at the Bank to the extent of the Client's obligations when, in the Bank's opinion, there is or is expected to be a failure to fulfill obligations.

30.4. If the Client fails to provide sufficient funds in the Payment Card Account for any payments arising from the Agreement or in other cases where the Bank has a claim against the Client, the Bank

may realize the financial pledge by debiting the due amount from any Client's account at the Bank without prior notice.

### **31. Term Deposit as Security**

31.1. The term deposit at the Bank must remain valid for the entire duration of the Client's obligations to the Bank arising from the Agreement. If the deposit term is shorter, the Bank may unilaterally extend it until the Client's obligations are fulfilled.

31.2. The credit limit amount cannot exceed 90% of the deposit amount.

31.3. The deposit interest rate is determined unilaterally by the Bank.

31.4. If the Client has not placed a deposit, the Bank may, based on the Application indicating a deposit as security, debit the necessary amount from the Payment Card Account or current account without a separate Client instruction and place it as a term deposit at the Bank.

31.5. At the end of the deposit term, the Bank deducts from the payable deposit amount and accrued interest any outstanding Client obligations to the Bank if the Client has not settled them otherwise.

### **32. Guarantee**

32.1. The Bank and Client may agree on additional security, and the Bank may require a guarantee to strengthen the Client's obligations. Additional security is specified in the Application.

### **33. Additional Services**

33.1. MasterCard Business and MasterCard World Elite cardholders have access to additional services specified in the Application and Tariffs (e.g., travel and purchase insurance, Priority Pass card issuance) for a separate fee specified in the Tariffs.

33.2. Purchases made with the MasterCard World Elite card are insured.

33.3. Purchase insurance terms are available in the Internetbank and at the Bank's premises upon the Client's request.

33.4. Travel for MasterCard World Elite cardholders is insured.

33.5. Travel insurance terms are available at the Bank's premises upon the Client's request.

### **34. Fees for Services**

34.1. The Client pays the Bank commissions and interest for servicing the Payment Card Account, Transactions, Payment Card usage, and other Bank services in accordance with the Tariffs in euro.

34.2. Fees for services are automatically debited from the Payment Card Account or any other Client's account at the Bank.

34.3. Fees specified in the Tariffs in euro are converted to euro at the Bank's exchange rate if the Payment Card Account currency is not euro.

34.4. The Client reimburses the Bank for communication (e.g., postal and courier expenses) and other unforeseen expenses necessary for the Agreement's execution, debited from the Payment Card Account or any other Client's account at the Bank.

34.5. The Client must ensure sufficient funds in the Payment Card Account or another account at the Bank to cover all Bank-specified fees. The Bank may create a negative balance in any Client's account to cover fees and other claims.

34.6. If specified in the Application, the Bank may monthly replenish the Payment Card Account from the Client's specified account at the Bank on the date and amount specified in the Application. Replenishment will not occur if the specified account lacks sufficient funds on the replenishment date.

34.7. Tariffs are available at the Bank's premises, Internetbank, and website, and the Bank may amend them unilaterally, notifying the Client via the Internetbank or website.

34.8. Failure to collect a renewed Payment Card is not a reason for waiving the respective service fee.

### **35. Liability**

35.1. The Client is fully responsible for complying with the Agreement and fulfilling its obligations, as well as ensuring the Cardholder complies with the Agreement's terms.

35.2. The Client is responsible for all obligations arising from the use of the Payment Card if the Client or Cardholder has used it unlawfully or in violation of the Agreement's terms.

35.3. The Client is responsible for all Transactions with the Payment Card, including those resulting from its loss, theft, or unlawful possession by others, if the Client has not immediately notified the Bank.

35.4. The Client is liable for all losses resulting from the use of a lost or stolen Payment Card if the Law on Payment Services and Electronic Money does not apply to the Transaction.

35.5. The Client is responsible for all consequences arising from the use of the Payment Card if it was issued based on inaccurate, incomplete, or incorrect information. The Bank may terminate the Agreement and demand fulfillment of obligations without the Client's consent if the Client or Cardholder provided incomplete or false information.

35.6. If the person signing the Application on behalf of the Client is not authorized to represent the Client at the time of signing, the signatory, as an individual, assumes all obligations of the signed Agreement. In such cases, the Bank may terminate the Agreement and demand fulfillment of obligations without the Client's consent.

35.7. The Bank and Client are not liable for losses due to unforeseen or unavoidable circumstances beyond their control or anticipation.

35.8. The Bank is not liable for losses due to technical issues or circumstances beyond its control, such as communication or equipment failures. The Bank is not responsible for losses due to disruptions, damages, or other technical issues with electronic or other communication means or equipment used for Transactions with the Payment Card.

35.9. The Bank is not liable for situations where others refuse to accept the Payment Card, restrict or fail to execute Transactions, or for the quality of goods and services paid for with the Payment Card.

### **36. Amendments to the Agreement and Tariffs**

36.1. The Bank may unilaterally amend the Agreement, these Conditions, or Tariffs, including interest rates and credit limits.

36.2. The Bank will notify about amendments two months in advance via the Internetbank or the Bank's website.

36.3. The Client is deemed to have agreed to the amendments if they do not request termination of the Agreement before the amendments take effect.

36.4. Amendments to the Agreement or Tariffs favorable to the Client may be made without prior notice.

### **37. Termination of the Agreement**

37.1. The Agreement may be terminated at any time by mutual agreement between the Bank and the Client.

37.2. The Client may terminate the Agreement at any time by submitting a written application to the Bank.

37.3. The Bank may terminate the Agreement at any time, notifying the Client at least two months in advance.

37.4. The Bank may terminate the Agreement immediately (terminate business relations) if:

- The Client delays payment obligations under the Agreement for more than 60 days;
- The Client fails to fulfill other obligations under the Agreement for more than 60 days;

- The Client has not conducted Transactions in the Payment Card Account for more than 12 months;
- The Client violates regulatory acts while conducting Transactions in the Payment Card Account;
- The Bank has information about the Client's negative reputation;
- The Client has attempted or committed fraudulent actions against the Bank or its clients;
- The Client fails to provide requested documents or information;
- The Bank has information or suspicion that the Client has engaged or attempted to engage in money laundering, terrorist financing, other criminal activities, or sanctions evasion;
- Other cases specified in these Conditions or the Bank's General Transaction Conditions. In these cases, the Bank will notify the Client of the Agreement's termination without observing prior notification periods.

37.5. If there are funds in the Payment Card Account, the Bank will transfer them to the Client's current account at the Bank after 40 days or, if none exists, pay them to the Client upon request in cash or transfer to an account at another bank, deducting fees for cash transactions or payments as specified in the Tariffs.

37.6. Upon termination of the Agreement, the Client must repay the Bank the used and outstanding credit, overdraft credit (if applicable), all interest (including Late Payment Interest, if applicable), and other fees related to the servicing of the Payment Card Account, Payment Card usage, and credit usage.

37.7. The Client must fulfill all Transactions (established obligations) made with the Payment Card and pay all related fees, which remain in effect until fulfilled.

37.8. Upon termination of the Agreement, the Bank will close the Payment Card Account, all linked Payment Cards, and the credit limit, rendering them unusable.

### **38. Dispute Resolution**

38.1. Disputes with a Client who is a consumer are resolved in the courts of the Republic of Latvia in accordance with applicable regulatory acts.

38.2. Disputes with a Client who is not a consumer may be resolved, at the claimant's choice, in the courts of the Republic of Latvia or the Arbitration Court of the Latvian Commercial Banks Association in Riga, in accordance with its regulations, by one arbitrator in the Latvian language, appointed by the Arbitration Court's chairperson. The parties agree that the Arbitration Court's decision is final and non-appealable.

### **39. Final Provisions**

39.1. The Agreement is governed by, drafted, and interpreted in accordance with the regulatory acts of the Republic of Latvia.

39.2. During the Agreement's term, the Client is entitled to receive the Conditions or information about specific Agreement terms in paper form or on another durable medium upon request.

39.3. The Client must provide all documents requested by the Bank and/or notarized, legalized, or apostilled copies necessary for securing and fulfilling the Agreement's obligations.

39.4. The Client agrees that the Bank may verify the provided information and documents and request additional information from other persons without prior coordination with the Client or Cardholder.

39.5. The Client agrees that the Bank may provide identity verification information, documents, and other information in its possession to the international payment card organization MasterCard Worldwide and payment card service providers in Latvia, if necessary.

39.6. The Bank processes personal data in accordance with its Privacy Policy, available on the Bank's website and at its premises.