

*This Description of the Terms on Cards' Issuance and Usage for Private Persons shall not apply to MasterCard Platinum credit cards (from 13<sup>th</sup> of June 2016 Credit card "Nordea Platinum").*

## DESCRIPTION OF THE TERMS ON CARDS' ISSUANCE AND USAGE FOR PRIVATE PERSONS

Version shall be valid from 10/05/2016

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### 1. DEFINITIONS

- 1.1. **Account** shall mean the account opened with the Bank in the name of the Applicant, which is used for the execution of payment transactions or on which the funds belonging to the Applicant are held and/or on which the Credit Limit is granted.
- 1.2. **Account Statement** shall mean a document prepared by the Bank providing information as stated in Clause 12.
- 1.3. **Additional Card** shall mean the Debit or Credit Card issued to the Holder of the Additional Card.
- 1.4. **Agreement** shall mean the arrangement regarding the terms on card's Issue and use concluded between the Bank and the Applicant, which includes, as integral parts thereof, the Application-Agreement, the General Rules, the Description of Terms, the Price-list 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 to the Bank an application 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 the 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 **ATM (automated teller machine)** shall mean an electronic device, from which cash can be withdrawn using the Card.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 Lithuania Branch.
- 1.9. **Card** shall mean a personalised electronic payment instrument issued by the Bank, which is owned by the Bank and which enables non-cash settlements or cash withdrawal transactions:
  - 1.9.1. **Credit Cards:**
    - 1.9.1.1. MasterCard Gold;
    - 1.9.1.2. MasterCard Charge;

- (hereinafter the cards specified in Sub-Clauses 1.9.1.1 – 1.9.1.2 shall be referred to as Charge Cards);
- 1.9.1.3. MasterCard consumer credit card (hereinafter referred to as the Consumer Credit Card);
- 1.9.1.4. MasterCard Credit Card (hereinafter referred to as the MC Credit Card);
- 1.9.1.5. “Xameleon” MasterCard credit card (hereinafter referred to as the Xameleon Card; from 13<sup>th</sup> of June 2016 credit card “Nordea Credit”);
- 1.9.1.6. “PINS” MasterCard credit card (hereinafter referred to as the PINS Card);
- 1.9.1.7. Nordea „Gold“ credit card (hereinafter referred to as Nordea Gold Card; from 13<sup>th</sup> of June 2016 credit card “Nordea Gold”);

Cards mentioned in clauses 1.9.1.4 – 1.9.1.7 can be issued without assigned Credit limit. In this case for mentioned cards Clauses 1.11.; 7.; 8.1. – 8.3, 9.3.3.; 9.3.4; 9.4., 10.; 14.4; 14.6.; 14.7.; 18.5.2.2.1., 18.5.2.2.2.; 18.5.3.1.; 18.6 of the Description of Terms are not applicable.

1.9.2. **Debit Cards** (hereinafter referred to as the Debit Card/Cards):

- 1.9.2.1. Maestro;
- 1.9.2.2. IKI Premija Maestro Card.

Unless stated otherwise, the definition of the Card shall also apply to the Additional Card.

- 1.10. **Card Data** shall mean the Card Number, PIN-code, the period of validity of the Card, and the electronic signature code (CVC2).
- 1.11. **Credit Limit** shall mean the maximum credit limit as set in the Application-Agreement.
- 1.12. **Customer** shall mean the holder of the Principal Card or the holder of the Additional Card.
- 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 Cards’ Issuance and Usage for Private Persons, including all supplements and amendments hereto, 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 the natural person to whom the Bank has issued the Additional Card in accordance with the application of the Applicant and who is entitled to use the funds available on the Account of the Applicant, including the Credit Limit using the Additional Card.
- 1.17. **Holder of the Principal Card** shall mean the 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-Code** shall mean the personal secret identification number assigned to the Customer of the Bank and known only to the Customer, deemed to be the signature of the Customer confirming the Transaction.
- 1.21. **Principal Card** shall mean the Debit or Credit Card issued to the Holder of the Principal Card.
- 1.22. **Reporting Period** shall mean the calendar month, during which the information on the Transactions performed with the Card as received by the Bank, accrued fees, charges and/or other amounts payable, are included in the Statement.
- 1.23. **Transaction** shall mean payment for goods or services with the Card, cash withdrawal and/or Card balance inquiry.
- 1.24. **Usage limit** shall mean the maximum total daily amount of the Transactions performed with the Card, i.e. payments and cash withdrawal in 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 the day when the Bank debits the Bank Account with the amount specified in the Statement.

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 when a different meaning arises due to the context of the Description of Terms.

## 2. CARD ISSUE

- 2.1. The Agreement shall be concluded and the Cards shall be issued pursuant to the Description of Terms and according to the procedure established in the General Rules and the Terms of the Cards.
- 2.2. A natural person willing to be provided with the Card shall submit to the Bank the Application-Agreement regarding 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 must familiarise himself/herself with the General Rules, the Description of Terms, the Application-Agreement, and the Price-list. In the Application-Agreement the Applicant confirms that he/she undertakes to execute all the obligations provided for in the General Rules, the Description of Terms, the Application-Agreement, and the Price-list. The Bank undertakes to enable the Applicant to familiarise himself/herself with the General Rules, the Description of Terms, the Application-Agreement, and the Price-list by publicising in the customer service units of the Bank and/or in the Bank’s website prior to signing the Application-Agreement. In case of a contradiction 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 apply.

- 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) business days of the Bank, it shall be considered that the Bank has agreed to issue the Card, and it shall be deemed that the Agreement has been signed on the Description of Terms stated in the Application-Agreement. The term of validity of the Agreement shall coincide with the term of validity of the Card, which shall be stated on the Card, or the Agreement may be terminated/expire on other grounds.
- 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 Customer as they were indicated in the Application-Agreement. In case if the space of the Card is not sufficient for printing the full first name and surname of the Cardholder, the Bank shall print on the Card the initial letter of the name and full surname of the Cardholder. The name and surname of the Customer shall be printed in the Lithuanian or Latin characters.
- 2.8. Along with the Card, the Customer shall be given the PIN-Code in a closed envelope. The Customer 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 Customer must 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 losses of any kind, including the expenses of replacing the Card, due to the incorrect indication of the name or surname of the Customer on the Card.
- 2.9. The Card shall be kept by the Bank 12 (twelve) weeks from the date of issue. Should the Customer fail to collect the Card from the Bank during this period, the Card shall be destroyed and the Agreement shall be deemed to be 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. INDIVIDUAL CARD DESIGN**

- 3.1. The individual card design selected by the Applicant can apply to MasterCard Charge, MasterCard Credit Card, MasterCard Consumer Credit Card, Xameleon (from 13<sup>th</sup> of June 2016 credit card "Nordea Credit"), MasterCard Credit Card, and Maestro Card. The Applicant can select the individual card design by ordering the Card of the type specified in this Clause via Nordea internet banking. The individual card design can be selected from the picture gallery published by the Bank, or the Applicant can submit his/her own picture complying with the requirements of the Bank, which are published in the customer service units of the Bank and on the Bank's website.
- 3.2. The Applicant must ensure that he/she has the right to use the picture and to transfer it to the Bank for the purpose of the Issue or renewal of the Card bearing the individual card design. The Applicant shall be liable for the lawfulness of the use of the picture and must reimburse all losses and expenses incurred by the Bank due to the fact that the Applicant did not have the right to use the picture or has violated his/her obligations otherwise.
- 3.3. The Bank shall have the right to refuse to issue the Card bearing the individual card design if the picture submitted by the Applicant fails to comply with the requirements of the Bank. The Bank shall not be obliged to specify or substantiate any reasons for such refusal.
- 3.4. If the individual card design was applied to previous Card, the new Card shall be issued with the same individual card design, except for cases when the Customer has instructed the Bank otherwise not less than one month prior to expiry of the previously issued Card.
- 3.5. The Bank shall have the right, without giving notice to the Cardholder, to suspend the Issue of the Card bearing the individual card design or to delete pictures from the picture gallery published by the Bank. In case when the Bank suspends the Issue of the Card bearing the individual card design or deletes the picture selected by the Customer from the picture gallery published by the Bank, the Card will be reissued without applying the individual card design.
- 3.6. The Bank shall have the right to transfer the pictures submitted by the Applicant to the Card producer. The Bank and the Card producer shall have the right to store, reproduce, use, or handle otherwise the pictures

submitted by the Applicant. Neither the Bank nor the Card producer shall pay the Applicant any royalty or any other fee or remuneration for the use of the picture submitted by the Applicant.

#### **4. ADDITIONAL SERVICES**

4.1. Additional service package may apply to individual Cards, provided such services apply to the issued Card. Description of such additional services shall be handed to the Customer together with the Card or shall be explained verbally. While using the additional services, the Customer shall comply with the Description of Terms set by the providers of such additional services. The Holder of the Principal Card shall pay any charges applicable to the additional services. The Bank shall be entitled to debit the Account of the Holder of the Principal Card with the charges and fees applicable to the additional services according to the Price-List. The Bank shall have the right to terminate the provision of the additional services or amend the Description of Terms thereof. The Bank shall notify such termination and/or amendments at the customer service units of the bank and/or in the Bank's website.

#### **5. USE OF THE CARD**

- 5.1. 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.
- 5.2. The Card shall grant the right to execute Transactions at commercial undertakings/companies, on the Internet as well as in ATMs marked with the signs of MasterCard including MasterCard, Maestro, etc.
- 5.3. While executing Card Transactions with the card in the ATM, the Customer must accurately follow the instructions given by the ATM.
- 5.4. In case if wrong PIN-Code is entered three times when using the Card, the Card shall be withheld or blocked.
- 5.5. The Customer shall undertake to use the Card and the PIN-Code as well as other data of the Card pursuant to the provisions of the Agreement. The Customer has to take sufficient care to prevent the Card and/or the data of the Card from being passed to third parties, not to leave the Card in the ATM, to remember the PIN-Code, not to write it on the Card, to keep the PIN-Code separately from the Card, not to write the PIN-Code and other data of the Card in a notebook, on paper or other items, not to enter it into a mobile phone, to destroy the envelope containing the PIN-Code, not to disclose the PIN-Code and other data of the Card to third parties, and to take other measures in order to prevent third parties from using the Card and other data of the Card and to ensure their secrecy.
- 5.6. If the correct PIN-Code was used when executing the Transaction, the Bank shall presume that the person who used the PIN-Code acted according to the will of the Customer even if the person who used the correct PIN-Code was not the Customer.
- 5.7. The Customer must provide a personal identity document or enter the PIN-Code if required so by the person accepting payments for the goods or services to be made with the Card.
- 5.8. The Holder of the Principal Card shall be fully liable for all the Transactions executed with the Card using the PIN-Code.
- 5.9. If the Customer forgot his/her PIN-Code, or there are any suspicions that it has become known to third parties, the Bank, on the basis of a written application of the Customer, shall provide the Customer with a new PIN-Code. The change of the PIN-Code or provision of the new PIN-Code shall be subject to the fees stipulated in the Price-list.
- 5.10. The Limits specified in the Price-list and/or agreed in the Application-Agreement between the Applicant and the Bank shall be assigned to the Card. The Holder of the Principal Card can request the Bank to change the Usage limit by providing 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) euro). After expiry of the Limit increase period (in case such period was settled), the Customer shall be subject to the same Usage limit which had been effective before the right to enjoy the increased Usage limit was granted following the procedure set out in this Clause.
- 5.11. 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.
- 5.12. The Bank shall have the right to charge the Holder of the Card with the Commission Fee to the amount stipulated in the Price-list for the change of the Usage limit.
- 5.13. The Holder of the Principal Card shall grant the Bank the right to debit the Account with the amounts withdrawn or paid with the Card(s) if the Customer:
  - 5.13.1. has signed a document confirming the execution of the Transaction with the Card;
  - 5.13.2. confirmed the Transaction by entering the PIN-Code, or the chip of the Card was read at service points equipped with a chip card reader;
  - 5.13.3. Provided the data of the Card and/or his/her own data by telephone, post, or the Internet to service providers such as hotels, rent companies, websites and other institutions, where card

settlements are possible without presenting the Card itself. The Customer must 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 Customer has waived the Account Statement in the Application-Agreement – until he/she is sure that he/she has no claims over the related Transaction);

- 5.13.4. Indicated the number of the Card and the CVC2 Code of the Card when paying by the 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.
- 5.14. The Customer shall confirm, in the manners specified in Clause 5.13, 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.
- 5.15. Providers of car rent, accommodation and other services shall have the right to add retroactively the expenses related to fuel, telephone calls, minibar and other similar expenses to the purchase bills/invoices without further confirmation by the Customer in accordance with the generally accepted practices.
- 5.16. In case when it has been established or is suspected that the Card is used not in accordance with 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 with the Card shall be entitled to seize the Card.
- 5.17. The Customer must 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 the Customer has waived the Account Statement in the Application-Agreement – until he/she is sure that he/she has no claims over the related Transaction); in case of any discrepancy in the Statement, or in case of any claims - until the claim has been examined.
- 5.18. The Bank shall not be liable for any fraud or any other unlawful actions or Transactions executed with the Card both on the Internet and at other Card servicing points or in ATMs.
- 5.19. 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.
- 5.20. The Card may not be used if it was lost and found afterwards, was blocked by the Bank, or expired.
- 5.21. 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.

## **6. LOSS OF THE CARD OR PIN-CODE. BLOCKING THE CARD**

- 6.1. The Bank shall block the Card upon receipt of notification of the loss of the Card or disclosure of the PIN-Code to a third party, or if there are sufficient grounds to believe that third parties may become aware or became aware of the PIN-Code or other data of the Card. 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.
- 6.2. If the Customer loses the Card or the PIN-Code or other data of the Card became known to a third party, the Customer 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 the 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 centre 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 Customer shall be obliged to give to the Bank a written notice 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 Customer shall provide to the Bank the circumstances of the loss of the Card and/or disclosure of the PIN-Code to a third party.
- 6.3. If the lost Card is found, it may not be used and must be returned to the Bank. If the Customer failed to return the Card, the Holder of the Principal Card shall be liable for all the Transactions executed with the Card.
- 6.4. The Bank shall not be liable for any direct or indirect damage or losses incurred by the Customer due to the blocking of the Card if incorrect or false information was provided to the Bank or an authorised person thereof.
- 6.5. 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.
- 6.6. 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 pre-trial investigation institutions, and on the demand of the Bank to provide to the Bank an official certificate about registered case.

## **7. CREDIT EXTENSION PROCEDURE**

- 7.1. The procedure set out in this Clause shall only apply to Credit cards.

- 7.2. Unless stated otherwise in the Application-Agreement, the Credit Limit shall be given to the MC Credit card, the Consumer credit card, Xameleon card (from 13<sup>th</sup> of June 2016 credit card "Nordea Credit"), Nordea Gold card (from 13<sup>th</sup> of June 2016 credit card "Nordea Gold") and PINS card for the period from the day of issue of the relevant Credit Card until the expiry thereof. The used part of the Credit Limit shall be restored by the amount by which the Credit Limit has been covered. Any amount transferred to the Account to which the Credit limit has been granted shall be used first of all for the covering of the Credit limit.
- 7.3. Unless stated otherwise in the Application-Agreement, the Bank shall create for the Charge Card a virtual account, which is not a bank account, and shall grant the Credit Limit to such account. The Customer may not add money to the virtual account, may not exceed the Credit Limit, and no transfers can be made for such account and no money can be withdrawn at ATMs. The used Credit Limit in previous month in such account shall be covered from the funds kept in the Account of the Customer. The Credit Limit shall be renewed on the 1st date of each month by the same amount, and such renewal shall take place throughout the term of the relevant Credit Card.
- 7.4. At the end of the Credit Limit period (term) , as specified in clause 7.2 above, the Bank has the right not to extend the Credit Limit and has a right not to provide reasons for non-renewal, as well as specify the Credit Limit extension conditions. In case the Bank and a Customer conclude the relevant Agreement , the Bank may issue the renewed / new card without the granted Credit Limit.

## 8. INTEREST

- 8.1. Interest shall accrue on the used Credit Limit of MC Credit card, the Consumer credit card, Xameleon card **(from 13<sup>th</sup> of June 2016 credit card "Nordea Credit")**, Nordea Gold **(from 13<sup>th</sup> of June 2016 credit card "Nordea Gold")** card and PINS card. The annual interest rate is specified in the Price-List. Amount of interest shall be calculated based on the actual number of calendar days; it shall be considered that a year has 360 days.
- 8.2. The Account to which the Credit Limit has been granted shall be debited with the amount of interest on a monthly basis on the last business day of the Bank in the calendar month to which the interest applies (except for Consumer Credit Cards, in which case interest shall be debited on the last date of the calendar month to which interest applies, and Debit Cards).
- 8.3. For Xameleon Cards (from 13<sup>th</sup> of June 2016 credit card "Nordea Credit"), Nordea Gold (from 13<sup>th</sup> of June 2016 credit card "Nordea Gold") Cards and PINS Cards, interest on the used Credit Limit shall be calculated on the used Credit Limit amount, starting from:
  - 8.3.1. for Xameleon Cards (from 13<sup>th</sup> of June 2016 credit card "Nordea Credit") – from the Value Date in the month following the month in which the Card payment was made and/or the applicable charges and fees were debited; in case of cash withdrawal from ATM – starting from the withdrawal date;
  - 8.3.2. for PINS Cards and Nordea Gold Cards (from 13<sup>th</sup> of June 2016 credit card "Nordea Gold") – from the Value Date in the month following the month in which the payment was made and/or funds were withdrawn from ATM and/or applicable charges and fees were debited.
- 8.4. . The Bank shall not pay interest on a positive balance in the Account, unless otherwise determined by the Bank, or otherwise agreed in writing.
- 8.5. 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. Default interest under the Agreement regarding the terms on Credit card's Issue and usage cannot be calculated for a period exceeding 180 days.

## 9. TERMS OF THE USE FOR SEPARATE TYPES OF THE CARDS

### 9.1. For the Charge Cards:

- 9.1.1. The Agreement and the Account Statement issued to the Holder of the Principal Card shall specify the Value Date on which the Bank has the right to debit the Account with the amount specified in the Statement, consisting of the share of the Credit Limit used in previous month and the amounts referred to in 9.1.2. Where the Value Date is not a business day of the Bank, it shall be deemed that the Value Date is the next business day of the Bank.
- 9.1.2. On the Value Date, the Account shall also be debited with other fees and charges applicable to the Charge Card, except the fee for the issue of such card, provided that they are applicable to the Transactions and services provided by the Bank in previous month.
- 9.1.3. Provided that the used Credit Limit is covered on the relevant Value Date, the Customer shall pay no interest on the amount of such used and covered Credit Limit.

### 9.2. For the Consumer Credit Cards:

- 9.2.1. Where the Consumer Credit Card is issued and used, the Holder of the Principal Card shall have one Account intended for incoming amounts, settlements and credit repayments, and another Account for the Credit Limit.

- 9.2.2. Transfers can be made to the Account to which the Credit Limit has been given and the Credit Limit used can be covered on that Account at any time; however, no transfers may be made from that Account with other means than a card.
- 9.2.3. The Holder of the Principal Card must ensure that an amount equal to 10 (ten) % of the used Limit of the Consumer Credit Card would be available on the Account on the last day of every month if more than EUR 144.81 (one hundred forty four EUR 81 ct) of the Credit Limit has been used. In order to cover the used Credit Limit, the Bank shall have the right to debit the Account for an amount equal to the minimum repayment amount of the monthly credit (10% of the used Limit of the Consumer Credit Card).
- 9.2.4. If the last day of the month is a non-business day, the funds intended for covering the used Limit of the Consumer Credit Card shall be debited by the Bank on the first business day of the Bank following the non-business day. Used credit limit amount is calculated according to the Account balance at the end of used credit limit repayment day.
- 9.3. For Xameleon Cards (from 13<sup>th</sup> of June 2016 credit card “Nordea Credit”), Nordea Gold Cards (from 13<sup>th</sup> of June 2016 credit card “Nordea Gold”) or PINS Cards:**
- 9.3.1. Upon issue of the Xameleon Card (from 13<sup>th</sup> of June 2016 credit card “Nordea Credit”), Nordea Gold card (from 13<sup>th</sup> of June 2016 credit card “Nordea Credit”) or PINS Card, the Account with the Credit Limit shall be opened for the Holder of the Principal Card. Funds can be deposited and the Credit Limit can be used carrying out of the Transactions with the Credit Card. No transfers can be made from the Account, to which the Credit Limit has been given, and no cash can be withdrawn from it other than from the ATMs.
- 9.3.2. The Bank shall prepare for the Holder(s) of the Principal and Additional Card(s) a joint Account Statement on the Transactions carried out by the Cardholder(s). The Account Statement shall specify the Value Date set in the Application-Agreement by which the Holder of the Principal Card shall add money to the Account to which the Credit Limit has been given or the Account to be used for debit of funds by the Bank (when credit repayment via debit by the Bank has been selected as the credit repayment method) by the amount required for covering the amount of the monthly repayable credit specified in the Application-Agreement and shall ensure the availability of such funds on the Account on the Value Date. The amount of the monthly repayable credit will be debited by the Bank on the Value Date from the account used for debit of funds by the Bank in order to cover the Credit Limit used.
- 9.3.3.** If Holder of Principal card has selected the credit repayment method debit of funds by the Bank and adds money to the Account to which the Credit Limit has been given for the amount required for covering the amount of the monthly repayable credit or for other amount before Value Date then credit repayment amount will be recalculated and reduced with the added money amount.
- 9.3.4. 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.
- 9.4. For MC Credit Cards:**
- 9.4.1. The credit extended to the MC Credit Card shall be fully covered (repaid) on expiry of the term of the Credit Limit, unless the Bank demands early covering of the credit or terminates the Agreement according to the procedure set out in the Description of Terms (or other documents of the Agreement as described in the Description of Terms).

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

- 10.1. The terms set out in this Clause shall only apply to the Credit Cards.
- 10.2. 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.

## **11. SETTLEMENT FOR THE TRANSACTIONS PERFORMED WITH THE CARD**

- 11.1. All Transactions with the Cards in Lithuania shall be executed in Euro. The amount of the Transaction being executed shall be reserved on the Account, and afterwards, when the Bank receives information on the executed Transaction, the Account shall be debited with the amount of the executed Transaction.
- 11.2. MasterCard shall convert the currency of all Transactions executed with the Cards abroad into the settlement currency of the Bank (Euros) at the currency exchange rate effective on the date of debiting of the Account 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.
- 11.3. 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. When the Bank receives information on the Transaction executed with the Card, the Account shall be debited with the transaction amounts within one month from the execution of the Transaction.
  - 11.4. The fees set in the Price-list shall be applied for the withdrawal of cash from the ATMs.
  - 11.5. The Bank shall have the right to allow the Customer to withdraw cash in the ATMs or other points where cash withdrawal using the Card is possible, without checking whether the funds available on 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.
  - 11.6. When executing the Transactions with the Card, the Bank shall reserve the amount of the funds of the Transaction on the Account. Payments or cash withdrawal with the Card, within the limits established by the Bank, shall be possible without checking the balance of the funds on the Account (offline mode). In such cases, the amount of the funds shall not be reserved on the Account, and the data on the Operation shall be processed and the amount of the Transaction shall be debited from the Account when the Bank receives information on the executed Transactions.
  - 11.7. The Holder of the Principal Card shall ensure that no unauthorised overdraft of the Account would arise when performing payment obligations related to the Transactions with the Card.
  - 11.8. 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 Description of Terms of the Agreement.
  - 11.9. On receipt of information about transactions with the Debit Card, the Bank shall immediately debit the Account of the Principal Card Holder with the relevant amounts of Transactions together with any fees related to the Transactions, if applicable. Other fees and charges applicable to the Debit Card shall be debited on the date of provision of the relevant services by the Bank.
  - 11.10. On receipt of information on Transactions with the Credit Card (except for the Charge Card), the Bank shall immediately debit the Account of the Principal Card Holder with the amounts of the Transactions as well as related fees, if any, unless the paragraphs below stipulate otherwise. In case the funds on the Account are insufficient, the Bank shall have the right to use the Credit Limit given to the Customer. Other fees and charges applicable to the Credit 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.
  - 11.11. The Account linked to the Card shall be debited by the card fees as follows:
    - 11.11.1. the card issue fee for the Debit Card, MC Credit Card, Consumer Credit Card, Xameleon Card (from 13<sup>th</sup> of June 2016 credit card "Nordea Credit"), Nordea Gold Card (from 13<sup>th</sup> of June 2016 credit card "Nordea Gold") or PINS – on the date when the Card was ordered in the banking system;
    - 11.11.2. the card issue fee for the Charge Card – the issue fee is included in the first Account Statement and the Account is debited on the Settlement Date;
    - 11.11.3. the Account (Credit Limit) shall be debited with the amount of the annual fee for the Card and the individual card design service (except for the Charge Card) every year on the last business day of the Bank in the month in which the Card was issued/service ordered;
    - 11.11.4. the annual fee for the Card and the individual card design service for the Charge Card shall be included in the first Account Statement issued after ordering the individual card design services, and the Account will be debited on an annual basis on the Settlement Date;
    - 11.11.5. The monthly card administration fees for the charge cards shall be included in the Account Statement for the month when the monthly fee is charged.
    - 11.11.6. The Account shall be debited with the monthly card administration fee for the Cards on the last business day of the Bank every month.
  - 11.12. The Holder of the Principal Card shall entitle the Bank to debit its Account (or the Credit Limit given to the Account if no funds have been added to the 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)) with the amounts of the Transactions performed with the Card and any fees and charges applicable to the Card/Cards and the Transactions with the Card/Cards as well as related commission fees as stated in the Price-List including the annual fee for the individual card design, the amount of the Credit Limit used (or any part thereof), interest on the Credit Limit used 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 an instruction of the Holder of the Principal Card.
  - 11.13. The Holder of the Principal Card shall also entitle the Bank, in case if funds in the Account are not sufficient, to debit other accounts of the Holder of the Principal Card, without obtaining his/her instruction, 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 Customer.

- 11.14. The Bank may exercise its rights referred to in Sub-Clauses 11.12 and 11.13 until complete and due fulfilment of the obligations of the Holder of the Principal Card under the Agreement. The rights of the Bank referred to in Sub-Clauses 11.12 and 11.13 may only be withdrawn by stating this in the Application-Agreement or amendment thereto.

## 12. ACCOUNT STATEMENTS

- 12.1. 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 using the Bank's online banking services or may receive it in customer service units.
- 12.2. The Account Statement shall be issued for the Reporting Period. The Account Statement shall be prepared for each previous calendar month, and it shall provide information on the Transactions executed with the Card, regarding which the Bank received information by the last day of the previous (reporting) month, and in case of Holders of the Credit Cards, also the interest accrued for the previous month, and other fees and charges.
- 12.3. The Account Statement shall be prepared as follows:
- 12.3.1. **for the Debit Cards, MC Credit Cards and Consumer Credit Cards** – on the Bank's first business day of the current month;
- 12.3.2. **for the Charge Cards** – by the Bank's 5<sup>th</sup> (fifth) business day of the current month;
- 12.3.3. **for the Xameleon (from 13<sup>th</sup> of June 2016 credit card "Nordea Credit"), Nordea Gold (from 13<sup>th</sup> of June 2016 credit card "Nordea Gold") and PINS Credit Cards** – by the Bank's 4<sup>th</sup> (fourth) business day of the current month.
- 12.3.4. In case when 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 in any Customer service unit of the Bank free of charge.
- 12.3.5. The fact that the Holder of the Principal Card did not receive the Account Statement shall not release him/her from the obligation to make all payments provided for in the Agreement.
- 12.3.6. If the Customer returns the Card to the Bank prior to expiry thereof, the Customer shall not have the right to require repayment 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.
- 12.4. On expiry of the Reporting Period, each Customer holding the Credit card shall be issued an additional Account Statement specifying the:
- 12.4.1. the Reporting Period for which the Account Statement is issued;
- 12.4.2. the Transactions executed with the Credit Card/Cards (except checking the Card balance) of which the Bank was informed during the Reporting Period, and their dates;
- 12.4.3. balance according to the previous Account Statement and its date;
- 12.4.4. new balance as of the end of the Reporting Period specified in the Account Statement;
- 12.4.5. applicable interest rate;
- 12.4.6. other charges accrued during the Reporting Period/other expenses;
- 12.4.7. Smallest amount to be paid (if provided for in the Agreement).
- 12.5. The Customer may find out the account balance at any time using the Bank's ATMs and the online banking service.
- 12.6. Charge can be applied for the Account Statement sent by post.

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

- 13.1. 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 14 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 service monthly or annual fees according to the pricelist.
- 13.2. 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.

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

- 14.1. The rights and obligations of the Customer and the Bank shall be established in the General Rules, the Description of Terms, the Application-Agreement, and other documents of the Agreement.
- 14.2. The Holder of the Principal Card shall:
  - 14.2.1. ensure that the total amount of the Transactions would not exceed the set limits;
  - 14.2.2. ensure that there is a sufficient balance on the Account in order to enable the execution of all payment obligations arising from the Transactions with the Card, and to pay the Bank's charges and fees;
  - 14.2.3. ensure that there are sufficient funds on the Account in order to prevent exceeding of the Credit Limit and/or to ensure 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 Price-list, and to prevent unauthorised overdraft on the Account;
  - 14.2.4. be liable for settling up for all the Transactions executed with the Card(s) and the Additional Card(s) during the term of the Agreement;
  - 14.2.5. Be liable for the discharge of the obligations assumed under the Agreement and arising from the Transactions with the Card(s). The Holder of the Principal Card shall be liable to the Bank for each Transaction which was 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;
  - 14.2.6. transfer his/her salary or other permanent income to the Account each month if this is specified in the Application-Agreement;
  - 14.2.7. ensure the availability on the Account of an amount equal to 10 (ten) per cent of the used limit of the Consumer Credit Card on the Bank's last business day of each month in case when more than EUR 144.81 (one hundred forty four EUR 81 ct) of the Credit Limit has been used (only in case of issue of the Consumer Credit Card if this is stated in the Price-list);
  - 14.2.8. add money, not later than by the Value Date, to 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, in an amount not smaller than necessary to cover the monthly repayable credit stipulated in the Application-Agreement, and ensure the availability of such funds on the Account on the Value Date (only in case of the issue of the Xameleon Card (from 13<sup>th</sup> of June 2016 credit card "Nordea Credit"), Nordea Gold Card (from 13<sup>th</sup> of June 2016 credit card "Nordea Gold") and/or PINS Card);
  - 14.2.9. 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 Customer must 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 to be a material breach of the Agreement and shall form grounds for unilateral termination of the Agreement by the Bank;
  - 14.2.10. undertake to keep the number of the Card in such a manner that in case of loss of the Card or disclosure of the PIN-Code to a third party the number of the Card 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);
  - 14.2.11. entitle the Bank to provide information to the company providing the card blocking services (including the local card organisation First Data Lietuva UAB) and/or MasterCard and/or the Bank of Lithuania and/or Fitek UAB and/or another company providing services of the preparation/dispatch of documents including the Account Statements, personalisation and insurance of cards and insurance cards, the services of which are used by the Bank, on the Customer, the Agreement, and execution and termination thereof (this obligation shall also apply to the Holder of the Additional Card);
  - 14.2.12. in case of improper execution or failure to discharge the payment obligations of the Customer under this Agreement, the Customer agrees and entitles the Bank to disclose information on the Customer and/or the Description of Terms of the Agreement and the obligations of the Customer in accordance with them to any third parties as well as to the public and/or to collect information on the Customer from third parties to the Bank directly or by using third-party services;
  - 14.2.13. Ensure that the Holder of the Principal Card and the Holder of the Additional Card will not violate any other Description of Terms of the Agreement.
- 14.3. The Parties shall undertake to fulfil confidentiality obligations as provided for in the General Rules.
- 14.4. The Customer to whom MC Credit Card, Consumer Credit Card, Xameleon Card (from 13<sup>th</sup> of June 2016 credit card "Nordea Credit"), Nordea Gold Card (from 13<sup>th</sup> of June 2016 credit card "Nordea Gold") and/or PINS Card has been issued may cover the used Credit Limit in full or in part any time by adding the required amount to the relevant Account with the Credit Limit or to fully cover the used Credit Limit by terminating the Agreement on a unilateral basis according to the procedure stipulated therein. The Customer shall not pay to the Bank any additional charges related to such covering of the Credit Limit.

- 14.5. The Customer to whom the Charge Card has been issued may cover the used Credit Limit in full by terminating the Agreement on a unilateral basis according to the procedure stipulated therein. The Customer shall not pay to the Bank any additional charges related to such covering of the Credit Limit.
- 14.6. The Customer to whom the Credit Card with granted Credit limit has been issued may renounce the Agreement within 2 (two) calendar days from the day the Credit Limit was granted. The Customer wishing to exercise this right shall by the end of the set term give the Bank a written notice as indicated in the Agreement and cover (repay) to the Bank used Credit Limit (loan) without paying any interest or any other fees, expenses or compensation. When the Customer exercises the right stipulated in this clause, Clause 14.7 of the Description of Terms is not applicable.
- 14.7. The Customer to whom the Credit Card with granted Credit limit 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 as indicated in the Agreement by the end of the set term. The Customer shall discharge its payment obligations under the Agreement in full immediately but not later than within 30 (thirty) calendar days from the date of sending such notice to the Bank.

## 15. RESPONSIBILITIES OF THE PARTIES

- 15.1. The Holder of the Principal Card shall be fully liable for the Transactions with the Card executed by a third party who had a possibility to use the Card and/or data of the Card, in the following cases:
- 15.1.1. the Customer has passed the Card to a third party and/or disclosed to a third party the PIN-Code and/or other data of the Card, or the Customer has otherwise lost the Card/the data of the Card due to gross negligence or wilful act or act in bad faith;
- 15.1.2. failure to inform about the loss of the Card as specified in the Description of Terms and the General Rules;
- 15.1.3. The Customer has breached the requirements specified in the Description of Terms.
- 15.2. The Customer shall bear losses of up to the EUR 150 if the Card, the PIN-Code or other data of the Card were lost, stolen, or their confidentiality was not protected, except for the cases specified in Clause 15.1, when the Customer shall be fully liable for the incurred losses.
- 15.3. If the fact of loss of the Card or accidental disclosure of the PIN-Code and/or other data of the Card was reported to the Bank following the procedure set out in these Description of Terms or the General Rules, the direct losses to the Customer which arose after the moment of submission of the notice shall be reimbursed by the Bank except for cases when losses arose due to the Customer's gross negligence or wilful act or act in bad faith.
- 15.4. The Bank shall not be liable for any damage or losses that arose to the Customer due to circumstances beyond control of the Bank or due to the inability of the Customer to use the funds available on the Card. The liability of the Bank shall be defined in the General Rules.
- 15.5. The Bank shall not be liable for any errors or inaccuracies of a company, which is entitled to accept payments with the 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).

## 16. CLAIMS AND SETTLEMENT OF DISPUTES

- 16.1. Claims shall be filed in writing. Claims shall be examined following the procedure stipulated in this Description of Terms. The General Rules shall apply to the extent to which this does not contradict the provisions of this Description of Terms.
- 16.2. Any claims of the Customer related to the Transactions with the Card and the Account Statements, shall be presented to the Bank immediately, together with purchase receipts and other evidence.
- 16.3. 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 his/her claim. If the Holder of the Principal Card is not satisfied with the Bank's response, he/she may approach, within 6 (ix) months from the date of the date of filing of the claim/application/complaint to the Bank, the Bank of Lithuania Supervision Service and Market 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.
- 16.4. The Holder of the Principal Card shall reimburse the Bank for costs and fees related to the recovery of the Credit Limit, the interest on the Credit Card and other amounts payable under the Agreement.
- 16.5. Costs related to the resolution of disputes or disagreements in court as well as to consideration of claims, when it is necessary to address MasterCard or other intermediaries providing services of maintenance of the Cards and processing of information on Transactions to the Bank for the obtaining of evidence or for examination of the claim, shall be paid by the defaulting party.
- 16.6. Damage arising from unlawful actions shall be indemnified for by the guilty party according to the procedure established by the law.

## 17. VALIDITY AND RENEWAL OF THE CARD

- 17.1. 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 two 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 to be 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.
- 17.2. Upon expiry of the term of validity of the Card, the Bank shall have the right to issue the 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 the new term of validity. The Agreement shall be deemed to be renewed for the period for which the new Card has been issued.
- 17.3. The new Card issued to the Customer is inactive and the Customer may only start conducting Transaction with the Card upon its activation. If the Card was blocked, the Card must be activated upon unblocking . The Customer may activate the Card in any Bank’s ATM by entering the correct PIN and perform transaction or the Card can be activated via Bank’s internet bank.
- 17.4. 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.
- 17.5. The Bank shall have the right to refuse to issue a new Card without specifying the reasons therefor.
- 17.6. 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 not 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 agreed to renew the Agreement for the new term as stated in Sub-Clause 17.1.
- 17.7. 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.
- 17.8. 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. Replacement fee as specified in the Price-List 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.
- 17.9. A fee as specified in the Price-List shall apply to the issue of the new Card or replacement of the lost Card.

## 18. AMENDMENT AND TERMINATION OF AGREEMENT

- 18.1. Applications of the Holder of the Principal Card regarding amendment of the Terms of the Agreement (the Limits etc.) must 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.
- 18.2. The right of the Bank to unilaterally amend the Agreement (including its parts such as the Description of Terms, the General Rules, and the Price-List) shall be specified in the General Rules.
- 18.3. The Agreement shall be effective until complete execution of the Agreement has and/or expiry of the Agreement on other grounds.
- 18.4. The Holder of the Principal Card shall have the right to terminate the Agreement at any time by submitting a written notice to the Bank.
- 18.5. The Bank shall have the right to immediately terminate the Agreement in any of the cases specified below:
  - 18.5.1. **Termination - Debit Card or Credit card without granted Credit Limit.**

The Bank shall have the right to immediately terminate the Agreement by giving a written notice to the Holder of the Principal Card in any of the cases specified below:

    - 18.5.1.1. the Customer has failed to timely pay to the Bank any amount payable under the Agreement, and the amount remains outstanding 5 (five) business days of the Bank, or an unauthorised overdraft appears on the Card and is not covered within the 5 (five) business days of the Bank;
    - 18.5.1.2. 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);
    - 18.5.1.3. 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;

- 18.5.1.4. the Holder of the Principal Card and/or the Holder of the Additional Card fail to comply with other Description of Terms of the Agreement and fail to remedy the breach within 10 (ten) calendar from the date of sending of relevant notice by the Bank;
  - 18.5.1.5. in case of death, declaring as dead, declaring as legally incapable or declaring as missing of the Holder of the Principal Card, or in case of restricting his/her liberty according to the procedure prescribed by the laws;
  - 18.5.1.6. 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;
  - 18.5.1.7. On other grounds provided for in the General Rules.
- 18.5.2. Termination - Credit Card with Credit Limit**
- The Bank shall have the right to terminate the Agreement according to the procedure set out in Sub-Clause 18.5.3 if any of the following grounds exist:
- 18.5.2.1. Late payment – if (a) the Customer fails to make payment under the Agreement, which accounts to at least 10 (ten) % of the used Credit Limit and such payment is delayed by more than 1 (one) month or the Customer fails to make payment under the Agreement and such payment is delayed more than 3 (months) in a row, and (b) a notice concerning 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.
  - 18.5.2.2. Other grounds:
    - 18.5.2.2.1. 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) **with granted Credit Limit;**
    - 18.5.2.2.2. Financial position of the Holder of the Principal Card has deteriorated considerably (e. g. loss or considerable decrease of permanent income etc.);
    - 18.5.2.2.3. the Holder of the Principal Card has failed to timely repay another debt or has failed to discharge other obligations (or part thereof) to the Bank;
    - 18.5.2.2.4. 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;
    - 18.5.2.2.5. the Holder of the Principal Card and/or the Holder of Additional Card has failed to comply with other terms of the Agreement and to rectify the violation within 10 (ten) calendar days from the date of serving of the relevant notice of the Bank;
    - 18.5.2.2.6. in case of death, declaring as dead, declaring as legally incapable or declaring as missing of the Holder of the Principal Card, or in case of restricting his/her liberty according to the procedure prescribed by the laws;
    - 18.5.2.2.7. 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;
    - 18.5.2.2.8. Other grounds established in the legal acts and/or the General Rules.
- 18.5.3. Procedure for the Termination of the Agreement – Credit Card with granted Credit Limit.**
- 18.5.3.1. In the case referred to in Sub-Clause 18.5.2.1 of these Description of Terms, the Bank shall notify the Holder of the Principal Card in writing of the grounds for the termination of the Agreement and shall set at least 14 (fourteen) days term 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 written notice to the Borrower.
  - 18.5.3.2. In cases referred to in Sub-Clause 18.5.2.2 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.
- 18.6. Should the grounds referred to in Sub-Clause 18.5 exist, the Bank shall be entitled to block the Card and the Account and/or demand that the used Credit Limit is covered.
  - 18.7. By the day of the termination of the Agreement, the Holder of the Principal Card must discharge any outstanding payment obligations to the Bank under the Agreement.
  - 18.8. 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 must be returned to the Bank together with the notice of termination of the Agreement.

18.9. 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/Cards and to discharge any outstanding obligations to the Bank. The obligations specified in the Agreement shall be considered to be 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 Price-list applicable to the Cards and/or the Transactions executed with 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 with the Cards as well as payment of other charges and fees to the Bank under the Agreement.

## **19. SUBMISSION OF NOTICES**

19.1. 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 must inform the Holder of the Additional Card about all notices/information submitted by the Bank to the Holder of the Principal Card.