Terms and conditions of business debit card agreement

Valid from
6 November 2026

1. GENERAL PROVISIONS

1.1 The business debit card agreement (hereinafter the **Agreement**) governs the relations between LHV Bank AS (hereinafter the **Bank**) and the client of the Bank (hereinafter the **Client**) in using the services provided by the Bank and any third party via an electronic means of payment or a card to be issued by the Bank.

1.2 The terms and conditions of the Agreement (hereinafter the **Conditions**) shall form an integral part of the Agreement, and shall be applicable to the Agreement, unless otherwise agreed between the Bank and the Client.

1.3 In issues not regulated by the Agreement, the Bank and the Client shall be governed, in addition to the Conditions, by the Bank's General Conditions and the Conditions of Payment Services Agreement, including other documents referred to therein. The Client has reviewed all of the above conditions, is aware of and consents to the Parties' rights and obligations arising therefrom.

1.4 The Agreement shall be governed by the laws of the Republic of Estonia.

2. DEFINITIONS

2.1 In addition to the terms defined in the General Conditions of the Bank and the Conditions of the Payment Services Agreement, the following terms with the following meaning shall be used in the Conditions:

2.1.1 **Card User** is a Client who is a natural person, or another natural person complying with the requirements of the Bank, to whom the Bank has granted the Card for use upon the request of the Client.

2.1.2 Card is an electronic means of payment owned by the Bank, allowing the Card User to conduct Operations pursuant to the procedure established by the Bank.

2.1.3 **Limit** is the limit (in euros), within which the Card User is allowed to perform Operations in one day or one month.

2.1.4 **International Card Organisation** is MasterCard Worldwide.

2.1.5 **Terminal** is an ATM, a payment terminal or another system (including an internet environment) complying with the requirements of the Bank and allowing the Card User to perform Operations.

2.1.6 **Operation** is the use of the Card for accessing, through the Terminal, the funds available on the Client's account linked to the card for the purpose of cash withdrawal, payment for goods and/or services, receipt of information or other operations related to the Card.

3. USING THE CARD

3.1 Only the Card User shall be entitled to perform Operations with the Card. Where the Client and the Card User are separate persons, the Client shall be obliged to forward to the Card User, the Agreement (including the Conditions), the General Conditions, the Conditions of Payment Services Agreement and other relevant service conditions for examination, and to take responsibility for the Card User's adherence to the same.

3.2 Upon Card issue, the Card User shall be provided with personal Security Elements of the Card (PIN), which shall be regarded as the signature of the Card User when performing Operations.

3.3 Upon the Client's request, the Bank shall be entitled to send non-activated Cards and the Security Elements of Cards to Clients by post at the address provided by the Client to the Bank. Upon receipt of the Card, the Client shall make sure that the envelope of the Card as well as that of the Security Elements of the Card have not been opened or damaged. The Client shall activate the Card at a Bank office or via the Internet Bank.

3.4 The Card User may start performing Operations from the moment of the activation of the Card.

3.5 The Card is linked to the Client's Account. If the Client wishes, there can be several Cards linked to the Account.

3.6 The Card User is entitled to perform Operations with the funds available on the Client's Account and the Limits specified in the Agreement and only at the Terminals bearing the MasterCard logo.

3.7 A Card User is obliged to verify all Card Operations with his or her signature or entry of the Security Element of the Card. The verification shall serve as the Card User's consent to the performance of the Operation. Where the Card allows one to perform Operations in the internet environment or with a Near Field Communication device, the Card User shall grant their consent to the performance of the Operation in the internet environment by entering the data required or touching the Near Field Communication device with the Card.

3.8 Where the Card User has granted their consent to the performance of the Operation, the Client and/or the Card User shall not be entitled to a refund of the amount paid for the Operation, unless the person who provided the relevant service agrees to a refund of the amount paid for the Operation.

3.9 Upon the request of a person servicing the Card, the Card User shall present their identity document and agree to the recording of the data of the document.

3.10 The Client shall accept that all Operations made with the Card User and/or by using the Security Elements of the Card or filling in the details required in an internet environment and/or touching a Near Field Communication device with the Card, shall be treated as legitimate by the Bank (and as authorised in the meaning of the Law of Obligations Act) and shall be executed by the Bank.

3.11 The Bank shall have the right not to perform the Operation ordered by the Card User, if:

3.11.1 the Client's Account has been blocked or seized;

3.11.2 the Card is invalid or closed, or use of the Card has been blocked;

3.11.3 the sum of the Operation exceeds the Limit established in the Agreement;

3.11.4 there are insufficient funds on the Account to carry out the Operation and to pay the service fees established in the Price List;

3.11.5 under any other basis arising from the General Conditions or legal acts.

3.12 The Bank shall have the right to block the use of the Card until the circumstances are clarified, if:

3.12.1 the Bank has become aware of a circumstance from which it can be reasonably concluded that the Card has become available to and/or the Security Elements of the Card have been disclosed to a person not authorised to use the Card;

3.12.2 the use of the Card may be related to fraud on behalf of the Client and/or the Card User;

3.12.3 there are grounds for blocking the Card under the Conditions, the General Conditions or Service Conditions.

3.13 If the reasons for blocking the Card under clause 3.12 of the Agreement are not eliminated, the Bank shall be entitled to close the Card.

3.14 The Client and/or the Card User shall at be entitled to request the blocking and/or closing of the Card by the Bank.

3.15 Cards, that have been blocked, closed or rendered invalid, may not be used.

3.16 Unless otherwise provided for by the Imperative Provisions, the Bank shall not be held liable for any damage caused to the Client or a third party (including the Card User) in connection with the blocking of the Card or closing of the Card by the Bank in accordance with the Conditions. This shall also be the case, if the Bank has blocked the use of the Card in good faith on the basis of a false notification.

3.17 The Bank shall have the right to engage third parties in the performance of Card-related Operations [e.g. credit institutions, the International Card Organisation or the Card Centre of Banks (Nets Estonia AS)]. The Bank shall not be held liable for the actions of these persons, or their failure to act.

3.18 The Bank shall have the right to establish minimum and maximum limits for the use of the Card as well as for single Operations.

3.19 The Bank shall be entitled to offer the Client and/or the Card User, without the prior consent of the Client and/or the Card User, additional Card-related services and benefits and/or stop offering such additional services and benefits and/or establish in the Price List, the service fees for such services and benefits.

4. SECURITY REQUIREMENTS FOR THE USE OF THE CARD

4.1 A Card User shall:

4.1.1 use the Card in accordance with the Agreement and make every effort to protect the Card from mechanical damage, high temperatures, electromagnetic fields, reproduction, alteration, etc.;

4.1.2 not to allow third party/parties to use the Card, except for the receiver of the payment during the performance of the Operation;

4.1.3 use the Card only in Terminals bearing the MasterCard logo and follow the instructions given by or written on the Terminal, when performing the Operations. The Bank shall not be held liable for any damage caused by the breach of this clause of the Agreement;

4.1.4 not to use the Card for illegal activity, including for purchasing goods and services prohibited by valid legal acts;

4.1.5 immediately notify the Bank of any errors or failures obstructing the performance of Operations;

4.1.6 fulfil other obligations arising from the Agreement and the Law of Obligations Act.

4.2 To guarantee the security of the performance of Operations, the Card User shall periodically change the Security Elements of the Card, if the Bank has established the relevant procedures and periods.

4.3 The Client and/or the Card User shall make sure that persons not authorised to use the Card have no access to the Card and/or the Security Elements of the Card. The Card User shall make every effort to safeguard the Card and/or the Security Elements of the Card, including to memorise the Security Elements, not to save the Security Elements on any data carrier and to safeguard the Security Elements in such a way so as to rule out their use by third Parties (including to destroy the hard copy of the Security Elements immediately after memorising the Security Elements).

4.4 If the Card has been used by unauthorised parties or in an inappropriate manner, or if the Card and/or the Security Elements have been lost or stolen or the Security Elements have been or are in danger of being disclosed to third parties not authorised to use the Card and/or the Security elements, the Card User or the Client shall immediately notify the Bank thereof at the time and on the phone number specified by the Bank on its website.

4.5 Upon receipt of the information specified in clause 4.4, the Bank shall make every effort to prevent further use of the Card (including to close the Card).

4.6 The Bank and/or the person serving the Card shall be entitled to refuse to perform the Operation and/or to confiscate the Card if the Card and/or the Security Elements of the Card have been used inappropriately or if the Bank and/or the person serving the Card have suspicions with regard to the identity of the Card User.

5. PAYMENT OBLIGATION

5.1 The Bank shall have the right to debit from the Account, the amount of Operations performed on the Account with the Card, any fees related to the use of the Card, i.e. the Operations performed, as set out in the Price List, in particular but not limited to the fee for cash withdrawal from an ATM, the fee for the balance or account statement of the Account via an ATM, fee for the issuing, replacement, activation (if the Card is activated at a Bank office) and maintenance of the Card, fee for using a closed Card, etc.

5.2 In addition to the fees established in the Price List, the Bank shall have the right to debit from the Account, any additional fees charged by the International Card Organisation as well as the potential conversion fee. The claims of the International Card Organisation for Card Operations performed outside the euro area are received by the Bank in euros or amounts converted into euros. The conversion rate shall be determined by the International Card Organisation as of the day when the Operation is sent to the Bank.

5.3 As a rule, the Bank shall debit the amount of the Operations as well as the fees and costs related to the Operations from the Account on the day the Operation is received by the Bank. The Bank shall debit the fee for the issue and/or replacement of the Card from the Account on the 10th day of the month following the ordering of the Card (including a new Card), the fee for the activation of the Card (if the Card is activated at a Bank office) on the 10th day of the month following the activation of the Card and the monthly fee for the Card on the 10th day of the month following the month which serves as the basis for the calculation. The fee for the issue, replacement and activation of the Card shall not be refunded by the Bank. The Bank has the right to also debit the sum of the Operation and/or any fees established in the Agreement on other dates specified by the Bank.

5.4 The Client is obliged to ensure that there are sufficient funds available on the Account for debiting the amounts specified in clause 5 of the Agreement.

5.5 If the Client fails to perform the payment obligation provided in clause 5 of the Agreement the Bank has the right to block the use of the card until the payment obligation is fulfilled. The Bank shall unblock the Card within a reasonable period of time after the circumstances serving as the basis for the blocking have been eliminated or have ceased to exist.

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

6.1 Information on the Operations performed/not performed is available to the Client on the Account statement.

6.2 The Client shall immediately check the accuracy of the Operations performed. All claims related to unauthorised and/or incorrectly performed Operations shall be filed immediately in a format which can be reproduced in writing, but not later than by the term indicated in the Payment Service Agreement.

6.3 If the Client or the Card User has authorised an Operation without knowledge of the precise sum, the Bank is not held liable for the sum of the Operation conducted. In such case the Client and/or the Card User have the right to file a complaint or a refund claim for the respective operation directly to the recipient of the payment arising from the Operation instead of the Bank.

6.4 Additional information on the disputing of Operations is available on the website of the Bank.

6.5 All other claims and disputes between the Client, the Card User and the Bank shall be settled pursuant to the procedure provided in the General Conditions. If the Bank and the Client fail to reach an agreement in case of a dispute, the dispute shall be settled in court at the location of the Bank, unless the Bank and the Client have agreed otherwise or unless Imperative Provisions stipulate otherwise.

7. LIABILITY

7.1 The Parties shall be held liable for a breach of their obligations in accordance with the provisions of the Conditions, the General Conditions, the Payment Services Agreement and legal acts.

7.2 If an unauthorised payment in the meaning of the Law of Obligations Act has been made by using a lost or stolen Card and/or Security Elements of the Card, or if the Card and/or Security Elements have been used in any other unauthorised manner and the Client and/or the Card User has failed to safeguard the Card and/or Security Elements in an appropriate manner, the Client shall be held liable for the entire damage caused to the Bank until notification of the Bank by means acceptable to the Bank, except where the law expressly precludes liability.

7.3 The Bank shall not be held liable for the activities of third parties engaged in the performance of the Operations, the goods or services paid for with the Card or cases where the Card is not accepted for performance of the Operation.

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

8.1 The Card shall be valid until the last day of the month (included) indicated on the Card.

8.2 The Bank shall have the right to prepare a new Card upon expiry of the validity of the Card. The Bank shall notify the Client and/or the Card User of the time and/or place of delivery of the new Card.

8.3 The Bank shall have the right, upon expiry of the Card or where the Client applies for a new Card (a replacement card) not to prepare and/or issue a new Card, if the Client and/or the Card

User has breached any of the obligations arising from the Agreement and/or the terms and conditions of use of the Card.

8.4 If the Client and/or the Card User does not wish to receive a new Card, they shall notify the Bank thereof in writing or by other means acceptable to the Bank within at least 2 (two) months before the month of expiry specified on the Card.

8.5 In the event that the Client and/or the Card User do not accept the Card from the Bank and/or activate the Card within 6 (six) months from preparing the Card, the Card shall be closed and destroyed, whereas the fees debited from the Client's Account according to the Price List of the Bank shall not be returned.

8.6 The Card User shall not use an invalid or a closed Card or a Card that has been rendered unfit for use in any other way, and shall return such a Card to the Bank within 30 (thirty) days from the closing of the Card, expiry of the Card or from the moment the Card has been rendered unfit for use in any other way.

9. ENTRY INTO FORCE, AMENDMENT AND TERMINATION OF THE AGREEMENT

9.1 The Agreement shall enter into force upon its signing and shall be valid for an unspecified term.

9.2 The Client shall have the right to request a change of the Limit or Limits pursuant to the procedure and within the limits established by the Bank. In such cases, the Bank shall have the right to change (including to raise) the Limits without concluding a separate annex for amendment of the Agreement. The changed Limits are subject to all terms and conditions established in the Agreement.

9.3 The Bank shall have the right to unilaterally amend the terms and conditions of the Agreement by notifying the Client thereof at least 2 (two) months in advance. The Client shall be entitled, within those 2 (two) months, to cancel the Agreement immediately and free of charge. If the Client fails to cancel the Agreement within the above term, it shall be deemed that the Client has accepted the amendments.

9.4 The Client has the right to cancel the agreement in the ordinary manner by notifying the Bank thereof at least 1 (one) month in advance.

9.5 The Bank shall have the right to cancel the Agreement in the ordinary manner by notifying the Client thereof at least 2 (two) months in advance.

9.6 In addition to the stipulations of the General Conditions, Payment Services Agreement or other bases provided by law, the Bank shall have the right to extraordinarily cancel the Agreement without any advance notification, if:

9.6.1 all Cards issued under the Agreement have been closed and/or the use of the Card has been blocked for at least 4 (four) consecutive months;

9.6.2 the Card is rendered invalid and the Client and/or the Card User fails to accept a new Card from the Bank (including to activate the new Card) within the time limit set forth in clause 8.5 of the Agreement;

9.6.3 no Operations have been performed with the Card for a period of at least 6 (six) consecutive months.

9.7 The Agreement shall be automatically terminated upon termination of the payment services agreement concluded between the Bank and the Client.

9.8 The Parties shall have the right to terminate the Agreement at any time by mutual agreement.

9.9 Termination of the Agreement shall have no bearing on the collection or satisfaction of financial claims that arose prior to termination of the Agreement.

10. FINAL PROVISIONS

10.1 The Bank and the Client undertake not to disclose any information related to the conclusion of the Agreement and performance of the Agreement to third parties, unless this is required by circumstances related to the processing of the Card or Operations, or unless agreed in the Agreement.

10.2 The Bank shall have the right to disclose the Agreement-related information on the Operation, the Card, the Client and the Card User to third parties whose right to such information arises from the General Conditions and the Principles of Processing Client Data by the Bank.

10.3 Supervision over the activities of the Bank shall be performed by the Financial Supervision Authority (address: Sakala 4, 15030 Tallinn, phone: 372 66 80 500, e-mail: info@fi.ee, website: www.fi.ee).