

VISA PAYMENT CARD TERMS AND CONDITIONS

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1. DEFINITIONS

1.1. The Terms and Conditions use the definitions below:

- 1.1.1. **"Wallester"** means Wallester AS (registration number 11812882), the payment services provider who issues the Cards, registered office at F.R. Kreutzwaldi 4, 10120 Tallinn, Estonia.
- 1.1.2. **"Bank"** means Holm Bank AS (registration number 14080830), the Credit Institution, registered office at Posti tn 30, 90504 Haapsalu, Estonia.
- 1.1.3. **"Bank's Website"** means a website www.holmbank.ee operated and managed by the Bank to provide its services for the Cardholder.
- 1.1.4. **"Authentication"** means the performance of such operations which make it possible to identify the Cardholder and/or establish the validity of the payment instruments issued to the Cardholder.
- 1.1.5. **"Means of Authentication"** means information, object, attribute, or other means that enables the Cardholder to Authenticate himself, prove the validity of the Card, or authorise certain operations, for example, a one-time authentication code or a reusable CVV code (Card Verification Value).
- 1.1.6. **"Authorisation"** means the performance of such operations by which the Cardholder confirms his will to perform certain operations. Authorization is carried out by:
 - entering Card Data and security codes in the appropriate fields for online purchases;
 - using the Card in the card reader and entering the PIN-code;
 - by applying the Card to a contactless Near Field Communication device;
 - by scanning the QR-code with a smart device with the appropriate payment application or using other technically supported solution.

- 1.1.7. **"Imperative Norms"** are legal provisions contained in legislation that cannot be derogated from by agreement in favour of Wallester.
- 1.1.8. **"Card Data"** includes the name of the Cardholder, the number, validity period, and security feature (e.g., CVV code) of the Card.
- 1.1.9. **"Cardholder"** means a natural person to whom the Bank has established a credit limit and to whom Wallester has issued the Card.
- 1.1.10. **"Card"** means a payment instrument that uses the Visa network and is branded by Visa, which is owned by Wallester and issued by Wallester in co-operation with Bank and which the Cardholder may use to perform Operations.
- 1.1.11. **"Virtual Card"** means a Card consisting of digital Card Data, and not having a physical body.
- 1.1.12. **"Chip&Pin Card"** means a physical Card with an electronic chip and requiring PIN-code as an authorization mean. A Chip&Pin Card can be made of plastic, veneer, metal or any other suitable material.
- 1.1.13. **"Agreement"** means an agreement concluded between Bank, Wallester and the Client stipulating the rights and obligations of Wallester, Bank and the Cardholder in the provision of services referred to in the Agreement (including the Payment Card Terms and Conditions).
- 1.1.14. **"Payment Card Terms and Conditions"** means this document, which stipulates the rights and obligations of Wallester and the Cardholder in the provision of services by Wallester to the Cardholder.
- 1.1.15. **"Visa"** means International Card Organisation Visa Europe Ltd.
- 1.1.16. **"Terminal"** means an ATM, payment terminal, or any other system (incl. Internet environment) through which the Cardholder can perform Operations.
- 1.1.17. **"Operation"** means using the Card in a Terminal to pay for goods and/or services or obtain information and/or cash withdrawal.
- 1.1.18. **"Strong Authentication"** means authentication based on at least two elements that fall into the following categories: knowledge (something known only to the Cardholder), possession (something that only the Cardholder is in possession of), or attribute (something that is specific to the Cardholder), which are independent of each other so that a breach of one of them would not compromise the credibility of the other, and the structure of which allows to protect the confidentiality of the authentication data.

2. WALLESTER'S RIGHTS IN PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING

- 2.1. In preventing money laundering and terrorist financing, Wallester has the following rights:
 - 2.1.1. 2.1.1. To regularly verify the information forming the basis for identification of the Cardholder and to request the Cardholder to submit additional documents;
 - 2.1.2. To identify the Cardholder, the Cardholder and/or the beneficial owner at any time chosen by Wallester, including when Wallester has doubts regarding the accuracy of the information received during the initial identification;
 - 2.1.3. To impose temporary or permanent restrictions on Operations;

- 2.1.4. To request documents and information concerning the activities of the Cardholder, including information on the purpose and nature of the transaction, and the origin of the Cardholder's assets;
- 2.1.5. To request from the Cardholder documents forming the basis for a transaction, including information or documents concerning the counterparty of the transaction, the beneficial owner, or other persons involved in the transaction;
- 2.1.6. To request the Cardholder to provide any other information and perform any other acts which Wallester deems necessary for the implementation of its anti-money laundering and counter-terrorist financing measures.
- 2.2. Wallester has the right to refuse to execute Operations if the Cardholder does not comply with the requirements set out in Clause 2.1.

3. USE OF THE CARD

- 3.1. Only the Cardholder has the right to perform Operations with the Card.
- 3.2. Upon issuance of the Card, the Cardholder shall be provided with personal Means of Authentication (e.g., CVV code, and/or PIN-code for the Chip&Pin Card), which shall be deemed to be the Cardholder's signature in performing the Operations.
- 3.3. The Virtual Card consists only of the Card Data, the physical card is not issued. The transfer of Card Data and activation takes place in the Bank's self-service environment (in web-based self-service or in the Bank's mobile application) or in another manner agreed with the Cardholder.
- 3.4. Wallester may send the Chip&Pin Card and its Means of Authentication by post to the address notified to the Bank by the Cardholder. Upon receipt of the physical Card, the Cardholder is obliged to make sure that the envelope with the Card and its Means of Authentication have not been opened nor damaged. The physical Card is activated either in the Bank's self-service environment or in another manner agreed with the Cardholder.
- 3.5. The Cardholder may start performing Operations once the Card has been activated.
- 3.6. The Cardholder has the right to perform Operations within the amount and limits stipulated in the Agreement and only in Terminals marked with the Visa logo.
- 3.7. Operation made with the Card is binding to the Cardholder if the Cardholder has given its approval, that is, authorized the Operation. By authorizing the Operation the Cardholder gives its consent to Wallester to perform the Operation. The consent to perform the Operation or the "payment order" is deemed to be received by Wallester at the moment when payment data is submitted to Visa. The maximum time for performance of the Operation is 24 hours.
- 3.8. At the request of the Bank and/or Wallester, the service provider may refuse to accept payment with the Card.
- 3.9. At the request of the person servicing the Chip&Pin Card, the Cardholder is obliged to present an identity document and agree to the recording of the document particulars.

- 3.10. The Wallester and Bank have a right to assume that all the Operations have been carried out by the Cardholder and according to the will, until proven otherwise or until the Cardholder has informed the Bank in accordance with Clause 4.2.
- 3.11. When using the Card, the Cardholder is required by Wallester to use Strong Authentication, except when using the Chip&Pin Card within the limit prescribed for Operations performed with a Near Field Communication device if the Cardholder agrees to the performance of the Operation by touching the Near Field Communication device.
- 3.12. If the Cardholder has given his consent to the performance of the Operation, the Cardholder shall not have the right to be refunded for the Operation, unless the person who provided the corresponding service agrees to the refund of the amount paid for the Operation.
- 3.13. The Cardholder accepts that all Operations performed by the Cardholder and/or by using the Means of Authentication of the Card or by entering the required particulars in the Internet environment and/or by touching the Near Field Communication device are valid for Wallester and shall be executed by Wallester.
- 3.14. Wallester has the right to refuse to execute the Operation performed by the Cardholder if:
 - 3.14.1. The Card is invalid or closed or the use of the Card is blocked;
 - 3.14.2. The Operation amount and/or limit (including the Operation fees and expenses) exceeds the available amount and/or limit stipulated in the Agreement;
 - 3.14.3. On any other basis arising from the Agreement or the legislation.
- 3.15. Wallester has the right to block the use of the Card until the circumstances have been verified if:
 - 3.15.1. Wallester has learned about a circumstance on the basis of which it can be reasonably concluded that the Card is available and/or its Means of Authentication are known to a person who does not have the right to use the Card;
 - 3.15.2. The use of the Card may be associated with fraud on the part of the Cardholder;
 - 3.15.3. There are another grounds for blocking proceeding from the Agreement or legislation.
- 3.16. If the basis for blocking the Card pursuant to Clause 3.15 does not cease to exist or there exists any other basis under the Agreement which deprives the Cardholder from using the Card, Wallester has the right to close the Card.
- 3.17. The Cardholder has the right to request that the Card be blocked and/or closed at any time.
- 3.18. A blocked, closed, or invalid Card may not be used.
- 3.19. Unless otherwise provided by the Imperative Norms, Wallester shall not be liable for any damage caused to the Cardholder or any other third party by Wallester's blocking the use of the Card or closing the Card in accordance with the Agreement. This shall also be the case if Wallester blocks the use of the Card in good faith based on incorrect information.
- 3.20. Wallester has the right to bring in third parties for executing Operations.

- 3.21. Wallester has the right to determine the Card limits and the minimum and maximum amount of a one-off Operation. Bank shall have the right to set other limits for the Cardholder, provided that it does not contradict minimum and maximum limits set by Wallester.
- 3.22. The Cardholder shall inform the Bank of any malfunctions or disturbances that prevent carrying out the Operation.
- 3.23. The Card has a fixed term and is valid until the date indicated on the Card.

4. SECURITY REQUIREMENTS FOR USING THE CARD

- 4.1. The Cardholder shall:
 - 4.1.1. Sign the Chip&Pin Card by hand upon receipt;
 - 4.1.2. Use the Chip&Pin Card in accordance with the Agreement and make every effort to protect the Card from mechanical damage, high temperature, electromagnetic exposure, copying, modification etc.;
 - 4.1.3. Not pass the Card Data or the Chip&Pin Card over to a third party (third parties), except to the person accepting the payment for the duration of an Operation;
 - 4.1.4. Shall not save the Card Data on any data medium;
 - 4.1.5. Not use the Card for illegal purposes and in manner, including the purchase of goods and services that are prohibited by applicable law, which may cause damage to the Bank and/or Wallester and/or to a third party;
 - 4.1.6. Immediately report any errors or disruptions hindering the performance of Operations.
 - 4.1.7. Perform other obligations arising from the Agreement or the legislation.
- 4.2. If a third party has learned the Card Data and in any other case when there is a risk of a third party using the Card, the Cardholder shall immediately inform the Bank by using the phone number and the business hours shown on the Bank's Website.
- 4.3. Upon receipt of the information specified in Clause 4.2, Wallester shall make every effort to stop further use of the Card (incl. close the Card).

5. INFORMATION AND SUBMISSION OF COMPLAINTS ABOUT OPERATIONS PERFORMED

- 5.1. Wallester shall, through Bank, provide a statement of the Cardholder's Operations and related expenses to the Cardholder in the Bank's self-service environment.
- 5.2. The Cardholder is obliged to immediately check the accuracy of the Operations performed. Any complaints about unauthorised and/or improperly executed Operations shall be submitted in a format enabling written reproduction promptly but no later than within the term stipulated in the applicable enactments (at the time of conclusion of this Agreement the term is 13 months from the completion of the Operation). The making of a complaint (contesting of an Operation) does not release the Cardholder from the obligation to repay the amount of the contested Operation (and any applicable fees) to the Bank, unless the complaint is satisfied by the payment date.

- 5.3. If the Cardholder has authorised the Operation without knowing the exact amount, the Cardholder has the right to file a complaint to or claim refund of the Operation amount directly from the recipient of the payment resulting from the Operation, instead of Wallester.
- 5.4. Further information on how to contest Operations is available on the Bank's Website.
- 5.5. Any other complaints and disputes between the Cardholder and Wallester shall be settled by negotiation. If, in settling their differences concerning the Payment Card Terms and Conditions, Wallester and the Cardholder fail to reach an agreement, the dispute shall be resolved by the court for the area where Wallester has its registered office. Any complaints and disputes concerning the credit shall be settled between the Cardholder and the Bank.
- 5.6. The contractual relations arising from these Payment Card Terms and Conditions shall be governed by the laws of the Republic of Estonia and that disputes shall be settled by the Estonian courts (including if the Cardholder resides in a foreign country or takes up residence there after the conclusion of this Agreement) unless it is in contrary to Imperative Norms.

6. LIABILITY

- 6.1. Wallester and the Cardholder shall be liable for breaching their obligations in accordance with the provisions of this Agreement and legal enactments.
- 6.2. Where an unauthorised payment has been made by using the lost or stolen Card Data and/or the Means of Authentication, or where the Card Data and/or the Means of Authentication have been used in any other unlawful manner and the Cardholder has not properly kept the Card Data and/or the Means of Authentication and there are no statutory circumstances excluding liability, the Cardholder shall be liable for any damage caused until the acceptable notification to Wallester, but not exceeding the amount of 50 euros. This amount limit shall not apply if an unauthorised payment involves fraud on the part of the Cardholder or if the Cardholder intentionally or with gross negligence breached the following:
 - 6.2.1. The obligation to use the Card Data and/or the Means of Authentication in accordance with the terms and condition for their issue and use, including the obligation to make every effort to protect the Card Data and/or the Means of Authentication enabling its use as from the receipt of the Card Data and/or the Means of Authentication;
 - 6.2.2. The obligation to promptly notify the Bank after learning of the relevant incident report the loss, theft, and unauthorised or incorrect use of the Card Data and/or the Means of Authentication;
 - 6.2.3. One or more conditions for issuing or using the Card and/or the Means of Authentication.
- 6.3. Wallester and Bank shall not be liable for third parties involved in performing Operations, for goods or services paid by the Card, and in cases where the Card is refused to be accepted for the performance of an Operation.
- 6.4. Bank is solely liable to the Cardholder for the fulfilment of Bank's obligations. In no case shall Wallester be liable for Bank if Bank fails to fulfil its contractual obligations.

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

- 7.1. The Chip&Pin Card is valid until the last day (inclusive) of the calendar month specified on the Chip&Pin Card.
- 7.2. Upon expiry of the validity of the Chip&Pin Card, Wallester has the right to prepare a new Chip&Pin Card. Wallester and/or Bank shall inform the Cardholder of the time and/or manner of receiving the new Chip&Pin Card.
- 7.3. Wallester has the right not to prepare and/or issue a new Chip&Pin Card upon expiry of the validity of the Chip&Pin Card or when the Cardholder applies for a new Chip&Pin Card (replacement card) if the Cardholder has breached any obligation or condition for using the Card arising from the Agreement or any other agreement concluded with Bank, or if the Cardholder no longer meets the requirements set by Wallester/Bank.
- 7.4. If the Cardholder does not want a new Card, the Cardholder shall, through Bank, inform Wallester thereof in writing or in any other manner accepted by Wallester at least 45 (forty-five) days before the last day of the month marked on the Card.
- 7.5. If the Cardholder does not accept the Card and/or the Card is not activated within three (3) months from the date of preparation of the Card, Wallester has the right to close and destroy the Card without refunding any service charges.
- 7.6. The Cardholder undertakes not to use the Card that is invalid, closed or otherwise unfit for use and shall physically destroy such Card within three (3) days after it was closed or became invalid or unfit for use.
- 7.7. The Virtual Card is valid until the last day (inclusive) of the calendar month specified in the Card Data. Upon expiration new card is not issued automatically. To get a new Virtual Card the Cardholder has to apply for it.

8. ENTRY INTO FORCE, AMENDMENT AND TERMINATION

- 8.1. The Agreement shall become effective upon its conclusion in the manner agreed between the Cardholder and the Bank and shall remain in force for an indefinite term.
- 8.2. Wallester has the right to unilaterally amend the Payment Card Terms and Conditions by giving the Client at least two (2) months' notice thereof. Within these two (2) months, the Cardholder has the right to terminate the Agreement with immediate effect and free of charge provided that all the obligations arising from the Agreement have been fulfilled. If the Cardholder has not terminated the Agreement within the period specified above, he shall be deemed to have accepted the amendments.
- 8.3. The Cardholder has the right to terminate the Agreement by giving Wallester at least one (1) month's ordinary notice thereof.
- 8.4. Wallester has the right to terminate the Agreement by giving the Cardholder at least two (2) months' ordinary notice thereof.
- 8.5. Wallester has the right terminate the Agreement as an extraordinary remedy without giving advance notice if:

- 8.5.1. The Cardholder has provided false information to Wallester and/or Bank when applying for the Card or has failed to provide information known to the Cardholder affecting the performance of the Agreement;
- 8.5.2. The Cardholder has failed to fulfil his payment obligation owed to Bank within an additional term of 14 (fourteen) days given to the Cardholder and Bank has made a relevant request;
- 8.5.3. The Card issued hereunder has been closed and/or blocked for at least four (4) consecutive months;
- 8.5.4. The Chip&Pin Card expires and the Cardholder does not accept the new Chip&Pin Card from Wallester within the period stipulated in Clause 7.5 (incl. does not activate the new Card);
- 8.5.5. The Card has not been used for Operations for six (6) consecutive months.
- 8.6. In addition to the cases stipulated in the Payment Card Terms and Conditions, Wallester has the right to terminate the Agreement as an extraordinary remedy without giving advance notice on other statutory grounds.
- 8.7. The termination of the Agreement shall not affect the collectability or satisfaction of financial claims arising prior to the termination of the Agreement.

9. FINAL PROVISIONS

- 9.1. Wallester, Bank and the Cardholder undertake not to disclose any information concerning the conclusion or performance of the Agreement to third parties, except where it is necessary in the circumstances of processing the Card or Operations, or where it has been agreed so herein. Wallester and Bank have the right to exchange any information between them regarding the Agreement, Operations, the Card and the Cardholder and process relevant data in order to provide the service to the Cardholder hereunder.
- 9.2. Wallester has the right to disclose information about Operations, the Card and the Cardholder to third parties who's right to receive information arises from legal enactments and/or Wallester's principles of processing client data.
- 9.3. Supervision over Wallester's activities shall be carried out by the Estonian Financial Supervision and Resolution Authority (address: Sakala 4, 15030 Tallinn, phone 668 0500, e-mail info@fi.ee, www.fi.ee).