



# Terms and Conditions of Inpay Payment Solution Contract



Effective as of 25.08.2020

Inbank Pay or Inpay is a flexible payment solution that allows you to manage your finances in exactly the way you want. With the Inpay payment solution, you have a versatile mobile app, a credit limit, a card to pay for purchases and many additional services. Be sure to read the following Service Terms and Conditions to help you understand your rights and obligations when using the Service. If you have any questions about the Service Terms and Conditions, please don't hesitate to contact our customer support.

## 1. DEFINITIONS

<b>Service</b>	Our digital payment solution is based on a limit account and allows you to perform the Operations agreed with us and use the Additional Services that are part of the Service.
<b>Service Contract</b>	Inpay Payment Solution Contract, the type of credit under which there is a credit limit.
<b>Service Terms and Conditions</b>	These standard terms and conditions of the Inpay Payment Solution Contract.
<b>Additional Services</b>	Services and benefits provided by us or Third Parties as part of the Service, such as a loyalty programme and travel and purchase insurance.
<b>Inpay Account</b>	A limit account related to the Client, which reflects all Operations and with which one or more Cards and Additional Services are associated.
<b>Operation</b>	Use of the Credit Limit within the Service and in the manner agreed with us, including payment for goods or services with the Card through the Terminal, cash withdrawal, making payments between Cardholders, using Additional Services or other operations enabled by us.
<b>Card</b>	An electronic payment instrument of the International Card Organisation or an alternative thereof which belongs to us and is issued by us to the Cardholder for the performance of Operations.
<b>International Card Organisation</b>	MasterCard Worldwide.
<b>Client (you)</b>	The natural person with whom the Inpay Account is associated.
<b>Cardholder</b>	A natural person to whom we have given the Card for use on the basis of the Client's request.
<b>Credit Limit</b>	An amount of money in euros, to the extent of which we provide you with credit for performing Operations.
<b>Usage Limit</b>	An amount of money in euros, to the extent of which the Cardholder can perform certain types of Operations during an agreed period.
<b>Available Limit</b>	An amount of money in euros, to the extent of which the Cardholder can perform Operations at a given time.
<b>Credit Limit Used</b>	The sum of Operations made with the Credit Limit and any expenses and fees related to such Operations.
<b>Total Cost of Credit</b>	The total annual sum of your repayments of the Credit Limit and any other fees arising from the Service Contract.
<b>Initial Annual Percentage Rate</b>	The Total Cost of Credit to you arising from the Service Contract, expressed as an annual percentage.
<b>Interest</b>	The fee paid by you to us for the use of the Credit Limit as agreed in the Service Contract, calculated annually.
<b>Daily Interest</b>	Interest amount per day in case of withdrawal from the Service Contract. This is calculated on the assumption that the entire Credit Limit will be drawn down at the earliest opportunity and repaid upon termination of the Service Contract.

<b>Terminal</b>	A payment terminal, ATM or other electronic system (e.g. online environment) through which the Cardholder can perform Operations.
<b>Security Feature</b>	A PIN and/or method of identification of the Holder of a personalised Card as agreed between us and the Cardholder and accepted by us.
<b>PIN</b>	A personal and secret identification number specified by you, which is used to identify the Cardholder.
<b>Payment Date</b>	A fixed date in each month as specified in the Service Contract on which your Minimum Repayment is due.
<b>Payment Plan</b>	An agreement between us and you, the amount(s) of the Operation(s) performed under which are repayable in equal instalments over a specified period of time.
<b>Minimum Repayment</b>	An amount of money in euros that you must pay to us no later than on the Payment Date.
<b>Campaign Terms and Conditions</b>	Terms and conditions (such as a lower interest rate) that differ from those agreed in the Service Contract and are valid for a limited period of time.
<b>Banking Day</b>	A day when interbank payments are made in Estonia (SEPA regular payment system).

Other capitalised terms are as defined in the General Terms and Conditions of Inbank AS.

## 2. GENERAL PROVISIONS

- 2.1 The Service Terms and Conditions are an integral part of the Service Contract, which consists of the Terms and Conditions of the Service Contract, these Service Terms and Conditions, the General Terms and Conditions of Inbank AS, the Terms and Conditions of Digital Channels, the Price List, the Principles of Processing Client Data and other annexes, including any future amendments to the Service Contract. The Service Contract may be a part of the Payment Methods service. The Terms and Conditions of Inpay Additional Services constitute an annex to the Service Contract.
- 2.2 All the above terms and conditions are available on our Website.

## 3. SERVICE AND ITS USE

- 3.1 You can start using the Service as soon as you have signed the Service Contract with us. The Service Contract enters into force upon its signing and is valid for an indefinite period.
- 3.2 As part of the Service, you and the Cardholder can perform the following Operations: (1) pay for purchases; (2) withdraw cash; (3) make payments between Cardholders; (4) prepare Payment Plans; (5) use the Additional Services. We have the right to extend the range of Operations offered to you within the Service and to restrict their use.
- 3.3 In order to perform Operations, we will open a Credit Limit for you, the amount of which you can choose within the minimum and maximum limits specified by us. The amount of the Credit Limit available to you is indicated in the Service Contract.
- 3.4 Operations can be performed within the Available Limit. If you draw down the Credit Limit in a currency other than euro, withdraw it from an ATM in cash or draw it down contrary to the assumptions set out in clause 9, this may result in a higher Annual Percentage Rate than agreed in the Service Contract.

- 3.5 A statement of all Operations is available in the Digital Channel. At your request, we will issue a statement of Operations on paper for the fee specified in the Price List.
- 3.6 As part of the Service, you can: (1) transfer funds into the Inpay Account at any time and in any amount, such as if you want to perform Operations in excess of the Credit Limit; (2) prepare a Payment Plan for larger purchases made with the Card, which will allow you to pay for the purchase in equal instalments over a period specified by you; (3) apply for an increase or decrease of the Credit Limit.
- 3.7 Payments into the Inpay Account can be made at any time and in any amount you choose, but not in excess of your current Credit Limit. The amount repaid will be considered to cover the Credit Limit Used and increase your Available Limit accordingly. If the amounts paid into your Inpay Account exceed the amount of the Credit Limit Used, any excess amount will constitute a positive balance. If the balance is positive, the Cardholder can additionally perform Operations to the extent of the positive balance. We will not pay you any interest on the positive balance.
- 3.8 You can select a Payment Plan for a completed Operation. A Payment Plan can be selected for an Operation that is marked accordingly in the Digital Channel. By selecting a Payment Plan, you agree to the terms and conditions of the Payment Plan, which we will present to you in the Digital Channel. We have the right to limit the number of Payment Plans available to you, as well as the amount of the Credit Limit Used that is repayable under Payment Plans.
- 3.9 The Service Contract may be amended by a written agreement made between you and us in a reproducible form, unless otherwise agreed in the Service Contract. You have the right to at any time request an increase or decrease of the Credit Limit in accordance with the procedure and conditions determined by us in accordance with the Service Contract.
- 3.10 We have the right to unilaterally increase your Credit Limit by notifying you at least 10 (ten) days in advance. If you do not agree to the changes, you have the right to can-

cel the Service Contract with immediate effect and free of charge before the changes take effect. If you have not cancelled the Service Contract within the term specified in this clause, we will consider that you have agreed to the changes.

- 3.11 We have the right to unilaterally decrease your Credit Limit for a good reason, including if you do not duly fulfil the payment obligations arising from the Service Contract or if we have learned of a circumstance that reasonably indicates a deterioration of your solvency, or if the Cardholder has not performed any Operations over a 6 (six) month period. In such a case, we will notify you no later than on the day we assign a decreased Credit Limit to your Inpay Account.
- 3.12 By signing the Service Contract, you confirm that we have informed you and that you have understood the obligations associated with the use of the Credit Limit.

#### 4. CARD AND ITS USE

- 4.1 In order to perform Operations, a Card is associated with the Inpay Account. You can start using the Card in electronic form as soon as you have signed the Service Contract and assigned a personal Security Feature (PIN) to the Card, which we treat as the Cardholder's signature when performing Operations.
- 4.2 The Card and PIN are personal. Only the Cardholder is entitled to perform Operations with the Card and only in accordance with the Service Contract. The PIN can be viewed in the Digital Channel.
- 4.3 You can request that a Card associated with the Inpay Account be issued to the person(s) specified by you. To do this, you have to submit to us a Request to order a Card. The Cardholder(s) indicated by you will use the Credit Limit specified in your Service Contract to perform Operations.
- 4.4 In the Digital Channel, you can set different Usage Limits and limits for each type of Operation for each Card. These limits can be changed at any time in the Digital Channel. Changes in the Usage Limits will take effect immediately. To ensure security, we have the right to unilaterally reduce the Card Usage Limits set by you without concluding a written agreement.
- 4.5 Claims for Operations made with the Card in a foreign currency are received in euro from the International Card Organisation. The rate for all conversions performed by International Card Organisations is set by the International Card Organisation or the bank servicing it. The initial amount, currency and conversion rate of the Operation are presented in the Digital Channel in the detailed view of the Operation. We have the right to add a conversion fee to an Operation made with the Card in accordance with the Price List.
- 4.6 We have the right to book an amount larger than the final transaction amount in the Inpay Account for an Operation if the exact amount of the payment is not known at the time of authorisation of the payment. We will release the overbooked amount after the final amount is confirmed.
- 4.7 The Card is valid until the last day of the calendar month indicated on the Card (inclusive). If the Service Contract is terminated prematurely by agreement between the Parties or if one of the Parties terminates the Service Contract, the Card will expire on the date of termination of the Service Contract. If the Cardholder meets our conditions, we will issue a new Card upon the expiry of the Card. If you do not want a new Card, notify us at least 2 (two) months before the Card expires.

- 4.8 The same terms and conditions as for the original Card apply to the issuance and use of a new Card, unless otherwise agreed in the Service Contract.

#### 5. CARD SECURITY REQUIREMENTS

- 5.1 We will send the Card by post or courier service to the address specified by you. Upon receipt of the Card, the Cardholder must make sure that the Card envelope has not been opened and the Card has not been damaged. If the envelope or the Card is damaged or opened, the Cardholder must notify us at the earliest opportunity using our Contact Details.
- 5.2 In order to perform an Operation with the Card, the Cardholder must give their consent. We consider such consent given if (1) the Cardholder has confirmed the Operation by entering the PIN, (2) the Card user has made a contactless payment with the Card or with the digitalised Card, (3) the Card user has supplied the Card data to the service provider in the event of Operations subject to pre-authorisation, (4) the required Card data and/or Security Features have been entered in the event of online Card Operations, or (5) the Card Operation has been confirmed in another manner agreed between the Parties and/or accepted by us.
- 5.3 All Operations performed in the manner agreed in the Service Contract and using the required Security Features are confirmed and valid for us as true and are subject to performance by us.
- 5.4 The Cardholder is obliged to: (1) use the Card in accordance with the Service Contract and do everything in their power to protect the Card from mechanical damage, exposure to electromagnetic fields, copying, modification, etc.; (2) not give the Card to Third Parties, except to the recipient of the payment for the performance of Operations; (3) use the Card only in the Terminals intended for that purpose and follow the instructions on the Terminal when performing Operations; (4) not use the Card for illegal purposes, including for the purchase of goods and services that are prohibited by law; (5) immediately notify the Bank of any errors or faults that prevent performance of the Operations; (6) protect a mobile or other device linked to the Card in accordance with the Terms and Conditions of Digital Channels; and (7) perform other obligations arising from the Service Contract and laws.
- 5.5 At the request of a person entitled to service the Card, the Cardholder is obliged to submit an identity document and agree to the recording of the details of the document. If there is any doubt as to the identity of the Cardholder, the person entitled to service the Card may refuse to accept the Card and perform the Operation and may refuse to return the Card.
- 5.6 In order to ensure the security of Operations, the Cardholder undertakes to periodically change the Security Features of the Card, if the respective procedure and periods have been established by us. The Cardholder is obliged to do everything in their power keep the Card and/or the Card Security Features protected, including remembering the Security Features, not recording the Security Features on any data carrier and keeping the Security Features with the level of care that prevents their use by Third Parties.
- 5.7 If the Card has been unauthorised or misused, or if the Card and/or the Card Security Features have been lost or stolen or the Security Features have become or may have become known to a Third Party who is not entitled to use



them, the Cardholder is obliged to block the Card immediately in the Digital Channel or, if this is impossible, to notify us immediately using the Contact Details published on our Website and/or in the Digital Channel.

- 5.8 The Cardholder has the right to request that we block the use of and/or close the Card at any time. A Card that is blocked, closed or invalid must not be used. If the Card is closed, you are obliged to destroy the Card immediately in a manner that precludes the possibility of using the Card and its electronically and mechanically stored data.

## 6. ADDITIONAL SERVICES

- 6.1 The Inpay service includes related Additional Services for you and the Cardholder that are provided by us or the Third Parties with whom we have entered into an agreement. The range of Additional Services offered depends on the package you have chosen. You can find the list and conditions of Additional Services in our mobile app and/or on the Website.
- 6.2 To better understand the content of the Additional Services, we recommend that you read the terms and conditions of the Additional Services and contact us if you have any questions. Where an Additional Service is provided by a Third Party, the terms and conditions established by that Third Party apply to the use of the Additional Service, and, in case of questions, you should contact the respective service provider. We consider that by using the Additional Services you agree to the terms and conditions of such Additional Services.
- 6.3 We have the right to determine the range of the Additional Services offered and to suspend them at any time without asking you or the Cardholder for prior consent.
- 6.4 In order to enable the Additional Services accompanying the Card, we have the right to transfer data concerning you and the Cardholder, including personal data, for the purpose of performing the Service Contract within the framework of such cooperation.

## 7. INTEREST, FEES AND PAYMENT OBLIGATION

- 7.1 Based on the Service Contract, you are obliged to pay: (1) Interest and service fees; and (2) Credit Limit repayments.
- 7.2 The Interest is indicated in the Service Contract. Interest is calculated each calendar day on the basis of the actual number of days in a month and a 360-day year.
- 7.3 The Interest may depend on the type of Operation and the Campaign Terms and Conditions set out in the Service Contract may apply to your Service Contract for a limited period.
- 7.4 Interest is not applied to Operations performed with the Card until the next month's Payment Date. In case of cash withdrawal, the calculation of Interest will start immediately, unless the transaction has been made within the limits of the positive balance of the Inpay Account (not using the Credit Limit).
- 7.5 After the end of the interest-free period, when withdrawing cash from the Credit Limit or choosing a Payment Plan, you are obliged to pay us the agreed Interest in accordance with the Service Contract or the Payment Plan agreement.
- 7.6 All service fees, including fees for any Additional Services used, are payable in accordance with the Price List. The monthly fee for the Inpay Account will apply even if the Cardholder does not use the Card for Operations.

- 7.7 Repayment of the Credit Limit is flexible, but once in a calendar month on the Payment Date, you are obliged to make the Minimum Repayment to us in accordance with the conditions set out in clause 8.

- 7.8 We will debit the Interest and service fees from your Inpay Account every month on the last day of the calendar month or the following Banking Day, except for the service fees (e.g. transaction fees) listed in the Price List, which we debit as they occur during the calendar month. As a result of debiting Interest and service fees, the Credit Limit Used along with your financial obligation to us increases.

- 7.9 You are responsible for ensuring that the Inpay Account has an Available Limit in the amount necessary to debit the Interest, the monthly fee for the Inpay Account and other fees payable under the Service Contract. We do not calculate Interest on the Credit Limit Used for debiting Interest and service fees.

- 7.10 We have the right to debit all amounts payable by you under the Service Contract from your Inpay Account without prior notice. If the Available Limit of your Inpay Account is not sufficient to debit the amounts agreed in the Service Contract on the due dates agreed in the Service Contract, we will consider that you have not fulfilled your payment obligation under the Service Contract.

- 7.11 In the event of indebtedness, you are obliged to pay us default interest at the rate permitted by law, to pay the fee for sending a reminder letter in accordance with the Price List and to reimburse any collection costs. Default interest ceases to accrue on the date on which the amounts due are paid in full.

- 7.12 You must repay the entire Credit Limit Used to us no later than upon termination of the Service Contract. We will debit the last Interest due from your Inpay Account on the date of termination of the Service Contract.

## 8. CREDIT LIMIT REPAYMENTS

- 8.1 You have the right to decide when and how much of the Credit Limit Used you repay to us, but once a month on the Payment Date, you must make the Minimum Repayment to us. You can always repay an amount larger than the Minimum Repayment, but not more than the Credit Limit currently applicable to you. In this case, your Available Limit will increase and your interest expense will decrease.

- 8.2 The Minimum Repayment amount is calculated as follows: (1) the amount calculated from the Credit Limit Used (which does not include Interest or service fees) on the basis of the percentage rate indicated in clause 8.3 of the Service Terms and Conditions; (2) the amount of accrued and unpaid Interest and service fees for previous periods; (3) the amount exceeding the Credit Limit if you have exceeded the Credit Limit agreed in the Service Contract; (4) the amount of monthly payment(s) under any Payment Plans.

- 8.3 The rate of the Minimum Repayment is 3% for the Inpay Standard Card and 0% for the Inpay Platinum Card and the Inpay Platinum Metal Card.

- 8.4 We will calculate and present to you the Minimum Repayment amount in the Digital Channel on the first Banking Day of the calendar month. Upon receipt of the payment, we consider your obligations to have been fulfilled in the following order: (1) any debt collection costs; (2) payments made according to a Payment Plan (principal and Interest); (3) Interest deducted from the Credit Limit; (4) service fees deducted from the Credit Limit for previous months; (5)

other transactions made in the previous months deducted from the Credit Limit in the following order: i) transfers of the Credit Limit; (ii) transactions in goods and services; (iii) cash transactions; (6) service fees for the current month; (7) transactions made during the current month deducted from the Credit Limit in the following order: i) transfers of the Credit Limit; (ii) transactions in goods and services; (iii) cash transactions.

- 8.5 You must make all payments into our Current Account. We will provide you with the necessary details and instructions for making payments in the Digital Channel. If you make payments other than through our Digital Channel, you must enter your personal reference number on the payment order. If you do not enter the reference number, we will consider that no payment has been made into your Inpay Account.

## 9. TOTAL COST OF CREDIT AND INITIAL ANNUAL PERCENTAGE RATE

- 9.1 We calculate the Total Cost of Credit as a single amount for all Cards issued under the Service Contract, based on the data and assumptions used to calculate the Initial Annual Percentage Rate specified in the Service Contract.
- 9.2 When calculating the Initial Annual Percentage Rate, the Bank proceeds from the following assumptions: a) the Credit Limit will be drawn down at the earliest opportunity and in full and will be repaid in equal instalments within 12 (twelve) months; (b) the obligations arising from the Service Contract will be performed under the agreed terms and conditions and due dates for payment.
- 9.3 When calculating the Initial Annual Percentage Rate, we take into account the costs applicable at the time of concluding or amending the Service Contract, which you are obliged to pay to us under the Service Contract: (1) Interest; (2) the monthly fee for the Inpay Account; (3) other fees known to us upon entering into the Service Contract.
- 9.4 When calculating the Initial Annual Percentage Rate, we do not take into account the costs or fees that you have to pay in case of breach of your obligations under the Service Contract, in case of drawing down the Credit Limit from an ATM, for Card Operations abroad or other costs not known to us at the time of entry into the Service Contract.
- 9.5 If the Credit Limit is drawn down in cash from an ATM, if Card Operations are made in a currency other than the euro or in any other way contrary to the assumptions set out in clause 9.2, this may result in a higher Initial Annual Percentage Rate than agreed in the Service Contract.

## 10. CONTRACTUAL PENALTY

- 10.1 If your activities are in conflict with the terms and conditions agreed in the Service Contract, you are obliged to pay us a contractual penalty in accordance with our Price List. You must pay the contractual penalty by the due date specified in the contractual penalty claim.
- 10.2 We have the right to claim a contractual penalty in accordance with the Price List for any breach of the Service Contract other than a delay in payment, including if: (1) you have submitted false information and/or documents when applying for the Credit Limit; (2) the sum of Operations performed by you or the Cardholder and the related fees exceed the Available Limit; (3) you have not informed us of the circumstances set out in clause 13.2.

- 10.3 Claiming a contractual penalty does not exclude our right to demand performance of the breached obligation or our right to cancel the Service Contract for the same or another breach on another basis provided in the Service Contract or law.

## 11. STATEMENT AND CHALLENGING OF OPERATIONS

- 11.1 A statement of the Operations performed by you and the Cardholder, the related costs, the Credit Limit Used and the repayments and fees paid to us is available in the Digital Channel.
- 11.2 Always check the correctness of the Operations immediately after performing the Operation to avoid the inconvenience of subsequently challenging any Operations. To be informed of Operations immediately, we recommend that you allow notifications to be sent in the Digital Channel.
- 11.3 Any claims for unauthorised and/or incorrectly executed Operations must be submitted to us in a form that can be reproduced in writing without delay, but not later than within the term specified by law (which at the time of conclusion of the Service Contract is 13 (thirteen) months from the Operation). For more information on how to challenge Operations, visit our Website and the Digital Channel.
- 11.4 In case of challenging an Operation, your obligation to repay the Credit Limit Used (including the challenged Operation) will remain unchanged. We will decrease the Credit Limit Used to the extent of the Operation challenged by the Cardholder after we have been refunded the amount of the Operation.
- 11.5 We are not responsible for the amount of an Operation to be paid if the Cardholder has authorised the Operation without knowing the exact amount at the time of performing the Operation. In such case, you have the right to submit a complaint or a refund claim for the amount of the Operation directly to the beneficiary of the payment instead of us. Submitting a complaint to challenge an Operation does not exempt you from the obligation to repay on the Payment Date if the complaint has not been satisfied by that time.
- 11.6 If the Cardholder has authorised an Operation, neither you nor the Cardholder is entitled to a refund for the Operation, unless the person that provided the respective service agrees to the refund. We will decrease the Credit Limit Used to the extent of the Operation challenged by the Cardholder after we have been refunded the amount of the Operation.

## 12. NON-EXECUTION OF OPERATIONS

- 12.1 We have the right not to execute an Operation performed by the Cardholder if: (1) the Card is blocked for use or is invalid; (2) the Inpay Account is blocked for use or is closed; (3) the sum of the Operation and the associated fees exceed the Usage Limit or the Available Limit; (4) on any other basis arising from the Service Contract or law.
- 12.2 We have the right to block the use of the Card or Inpay Account if: (1) we have become aware of a circumstance that reasonably indicates a deterioration of your solvency, which in our opinion calls into question the proper performance of the Service Contract, including if the Inpay Account does not have the amount required to cover the fees payable under the Service Contract or you have not made the Minimum Repayment by the Payment Date; (2)

we have become aware of a circumstance that reasonably indicates that the Card has become available and/or the Security Features of the Card have become known to a person who is not entitled to use the Card; (3) we suspect that the Card is being used fraudulently or without your consent or that there is a risk of such use; (4) you or the Cardholder have submitted a Card blocking notice to us; (5) there are other grounds for blocking as specified in the Service Contract.

- 12.3 We will notify you when the use of the Card or Inpay Account is blocked. We will unblock the Card upon your application, once the circumstance(s) on which the blocking was based have been removed. We will unblock the Inpay Account once the circumstance(s) on which the blocking was based have been removed. If the grounds for blocking the Card and/or Inpay Account specified in clause 12.2 do not cease to exist, we have the right to close the Card and/or Inpay Account.

### 13. LIABILITY

- 13.1 The Parties are liable for breach of their obligations in accordance with the provisions of the Service Contract, the Service Terms and Conditions, and the law.
- 13.2 You must notify us immediately during the validity period of the Service Contract, but not later than within 5 (five) working days, of any circumstances that have become known to you, which may impair your performance of the obligations arising from the Service Contract, including if: (1) there is a deterioration of your creditworthiness, including a decrease in your regular income or an increase in liabilities; (2) you have become insolvent or a bankruptcy petition has been filed against you in a court or enforcement proceedings have been initiated against you; (3) a court judgment has entered into force against you where the claim satisfied against you exceeds 100 (one hundred) euros; (4) there are circumstances or events that otherwise significantly affect or may affect your performance of the Service Contract or prevent your performance of the Service Contract or make it impossible; (5) your contact details as specified in the Service Contract change.
- 13.3 If you fail to perform the payment obligation arising from the Service Contract, we have the right to disclose information about your indebtedness to a debt collection service provider, as well as the right to transfer this information to a publicly used debtors' database for publication.
- 13.4 If you and the Cardholder are different persons, you are obliged to forward the Service Contract and other relevant Service Terms and Conditions to the Cardholder for examination and are responsible for the Cardholder complying with them.
- 13.5 The Cardholder may not use the Card for illegal activities or in a way that may cause damage to us or to a Third Party. If damage occurs as a result of the Cardholder's actions or omissions, you are also liable for the damage caused by the Cardholder.
- 13.6 If an unauthorised payment within the meaning of the Law of Obligations Act has been made using a lost or stolen Card and/or Card Security Features, or if the Card and/or Security Features have been used in any other unauthorised manner and you and/or the Cardholder have not kept the Card and/or Security Features properly and there are no circumstances precluding liability provided by law, you will be liable for the damage caused until you have notified us in an acceptable manner. Your liability will not

exceed the equivalent of 50 (fifty) euros (deductible limit) per Card.

- 13.7 The deductible limit does not apply if the unauthorised payment involves fraud by you and/or the Cardholder or if you and/or the Cardholder are, intentionally or through gross negligence, in breach of any of the following: (1) the obligation to use the Card and/or Security Features in accordance with the terms and conditions for their issuance and use, including the obligation to do everything necessary to keep the Card and the Security Features enabling its use protected after receiving the Card and/or Security Features; (2) the obligation to notify us immediately of the loss, theft and unauthorised use or misuse of the Card and/or the Security Features after becoming aware of such an event; (3) one or more terms and conditions for the issuance and use of the Card and/or a Security Feature.
- 13.8 We are not responsible for the quality of the goods and services paid for with the Card or for refusal to accept the Card in order to perform an Operation. We have the right to involve Third Parties, including credit institutions and the International Card Organisation, in Card related Operations. We are not liable for the actions or omissions of these persons.
- 13.9 We are not liable for any damage caused to you or a Third Party in connection with us blocking the use of the Card or closing the Card in accordance with the Service Terms and Conditions. This also applies if we have blocked the use of the Card in good faith on the basis of an incorrect notice.
- 13.10 We are not responsible for Additional Services provided by Third Parties. You or the Cardholder should contact the provider of the particular Additional Service if you have any questions about these Additional Services.

### 14. TERMINATION OF CONTRACT

- 14.1 You have the right to cancel the Service Contract unilaterally at any time by notifying us at least 1 (one) month in advance.
- 14.2 We have the right to cancel the Service Contract unilaterally at any time by notifying you at least 2 (two) months in advance.
- 14.3 We have the right to cancel the Service Contract without prior notice and to claim the payments due under the Service Contract on the grounds and pursuant to the procedure provided by the General Terms and Conditions of Inbank AS or by law.
- 14.4 We have the right to cancel the Service Contract without prior notice and require you to perform all the obligations arising from the Service Contract if any of the following events occur which the Parties consider to be a good reason and which have not been eliminated or remedied within 14 (fourteen) days: (1) you have failed to make at least 3 (three) consecutive Minimum Repayments in full or in part; (2) all Cards issued under the Service Contract have been closed and/or blocked for use for at least 3 (three) consecutive months; (3) no Operations have been performed in the Inpay Account for 3 (three) consecutive months; (4) the circumstances specified in sub-paragraphs (2), (3) and (4) of clause 13.2 occur; (5) you have breached other obligations specified in the Service Contract or the Service Terms and Conditions; (6) you have breached any other Service Contract entered into with us.
- 14.5 If we extraordinarily cancel the Service Contract on the grounds of your breach thereof, we have the right to extraordinarily cancel any other Service Contract entered into with you.

- 14.6 The Service Contract can be terminated at any time by agreement between us and you. The termination of the Service Contract does not affect the collection or payment of any financial claims that have arisen before the termination of the Service Contract. Upon termination of the Service Contract on any grounds (except in case of withdrawal from the Service Contract in accordance with clause 14.8), you undertake to pay us any and all amounts due under the Service Contract without delay, but not later than within 30 (thirty) days of the date of termination.
- 14.7 If upon termination of the Service Contract, the balance of your Inpay Account is positive after repayment of the Credit Limit Used and the related fees, we will transfer the positive balance to your Client Account within 14 (fourteen) days.
- 14.8 You have the right to withdraw from the Service Contract without giving a reason within 14 (fourteen) days of signing the Service Contract. To withdraw from the Service Contract, please submit a Request to our Contact Details. Upon withdrawal from the Service Contract, you must repay us the drawn amount of the Credit Limit and pay the Interest accrued from the time of drawing down the Credit Limit until the repayment of the amount drawn down within 30 (thirty) calendar days of sending us a withdrawal Request. Failing payment, you will be considered not to have withdrawn from the Service Contract.
- 15.1 Our goal is to offer you a quality Service. If you are dissatisfied with our Service or support, please notify us in accordance with the Procedure for Resolution of Complaints available on our Website. Submit your complaint to us in the form of your choice (orally, in writing or electronically) using our Contact Details. Please describe the circumstances of your dissatisfaction in the complaint as precisely as possible and attach any documents to support your complaint.
- 15.2 We will attempt to settle any differences by negotiations. If the negotiations fail, you as a consumer have the right to apply to a court or the Consumer Protection and Technical Regulatory Authority (Pronksi 12, 10117 Tallinn, phone 620 1700) or its Consumer Disputes Committee (phone 620 1920, email [avalduus@komisjon.ee](mailto:avalduus@komisjon.ee)) to defend your rights. Relevant information can be found at [www.ttja.ee](http://www.ttja.ee). Complaints arising from a distance contract can be lodged at [ec.europa.eu/odr](http://ec.europa.eu/odr). Court disputes are settled in the court of our location, unless otherwise agreed between the Parties or provided by law.
- 15.3 We are supervised by the Financial Supervision Authority of Estonia (Sakala 4, 15030 Tallinn, [www.fi.ee](http://www.fi.ee), phone 668 0500).

## 16. FINAL PROVISIONS

- 16.1 Any previous expressions of intent or agreements of the Parties or us that are not included in the Service Contract are not considered part of the Service Contract. The invalidity of any provision of the Service Contract does not exempt the Parties from the obligation to comply with other provisions of the Service Contract and does not result in the invalidity of the entire Service Contract or any of its other provisions.
- 16.2 A delay in the exercise of a right or the performance of an obligation under the Service Contract does not constitute a waiver of that right or obligation, and the several or partial exercise or enforcement of any right does not preclude the exercise or enforcement of that or any other right and/or obligation.

## 15. RESOLUTION OF COMPLAINTS