

PROVISIONS FOR CITIZEN BANK CARDS

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1. Terms and Abbreviations Used

- 1.1. **Bank** – AS "PNB Banka", unified registration No. 40003072918, registered address: 15-2 Elizabetes Street, Riga, LV-1010; email address: info@pnbbanka.eu; website: www.pnbbanka.eu, the supervision of the Bank is carried out by the Financial and Capital Market Commission (1 Kungu Street, Riga, LV-1050; email address: fktk@fktk.lv).
- 1.2. **Legal Representative of the Client** – a person, who may represent the Client: a) if the Client is a minor – a parent(s) or guardian(s) appointed by the decision of a family court; b) if the Client is a person with limited legal capacity – a guardian(s) appointed by the decision of a family court; c) in other cases – an authorised person on the basis of a notarised power of attorney or a power of attorney made with the Bank.
- 1.3. **Client** – a person that uses, has used, or has expressed the wish to use the Citizen Bank Card.
- 1.4. **Agreement** – an agreement concluded between the Bank and the Client upon the Client's request using the form approved by the Bank – "Agreement on Issuing and Use of the Citizen Bank Card".
- 1.5. **Provisions** – these Bank's "Provisions for Citizen Bank Cards", which are Annex 5 to the Bank's "General Provisions for Transactions" (GPT).
- 1.6. **Municipality** – a territorial entity, which is a part of the Republic of Latvia and encompasses certain territory and its inhabitants, and requests the Bank to issue the Citizen Card of the prescribed form to the inhabitants of the territorial entity based on the cooperation agreement concluded between the Municipality and the Bank.
- 1.7. **Citizen Card** – *Mastercard International Incorporated* payment card systems' *Mastercard Debit Card* issued by the Bank. It is a multi-functional personalised Card with individual design and can be used as a school ID or a card of a resident of a particular Municipality. The Citizen Card combines the functions of the Bank's *Mastercard Debit Card* and authentication/recognition functions of a person. The Citizen Card may be used as a Contactless Card at Trading Establishments equipped with special devices for the reception of Contactless Cards. The Citizen Card is attached to the Card Account.
- 1.8. **Trading Establishment** – an establishment, at which a Merchant accepts the Citizen Card as a means of payment using the Device for the Reception of Cards.
- 1.9. **Merchant** – a legal entity entered into the Register of Enterprises of the Republic of Latvia or into another register of the Ministry of Justice of the Republic of Latvia, which has Trading Establishments equipped with Devices for the Reception of Cards and accepting Cards for non-cash payments.
- 1.10. If terms or abbreviations are used in these Provisions that have not been defined in this section of Provisions, such terms and abbreviations are construed based on terms and abbreviations set out in GPT and Card Provisions.

2. Scope of Provisions of the Citizen Card

- 2.1. By signing the Agreement the Client and/or the Legal Representative of the Client on his/her and on the Client's behalf confirm that:
 - 2.1.1. he/she has acquainted himself/herself with the Rates & Fees, GPT, including "Provisions for Cards", the Bank's General Provisions for Processing Client Data and these Provisions, understands their meaning, the Client/Legal Representative of the Client undertakes to comply with and abide by them, recognises them as binding upon himself/herself and the person he/she represents and undertakes to keep track of any changes in them, available on the Bank's website on the Internet (www.pnbbanka.eu) and at the Bank's Client service centres;
 - 2.1.2. all information provided about the Client/Legal Representative of the Client is true, and the Client/Legal Representative of the Client are aware of the consequences of providing false information, and undertakes full responsibility for any losses that occur as a result of provision of false information, and undertakes to inform the Bank immediately about any changes with regard to the provided information;
 - 2.1.3. the beneficial owner and the stakeholder in transactions with the Bank is the person indicated in the questionnaire submitted to the Bank, except for cases, when the Client/Legal Representative of the Client has indicated another beneficial owner to the Bank;
 - 2.1.4. he/she agrees that the Client will use the Card;
 - 2.1.5. he/she is informed and agrees that the Bank bears no responsibility for losses incurred by the Legal Representative of the Client and the Client, if a third party has used the Client's Payment Instruments and the Client/Legal

Representative of the Client has failed to inform the Bank prior to that of the fact that the mentioned data (Payment Instruments) could have become known to third parties and/or were lost or stolen;

- 2.1.6. the Bank has informed the Client/Legal Representative of the Client about the procedure, according to which the Bank submits information about the Client, his/her obligations and their fulfilment to the Credit Register of the Bank of Latvia and to the State Revenue Service about the Client, the Client's Accounts and the beneficial owner, or the Bank receives information about the Client from the Credit Register of the Bank of Latvia, and the Client can receive information about himself/herself from the Credit Register of the Bank of Latvia;
- 2.1.7. he/she is informed and agrees that the Bank is entitled to suspend Card transactions based on instructions from the Municipality.

3. Conclusion of the Citizen Card Agreement

- 3.1. The Citizen Card is a Payment Instrument the Client uses to perform Transactions with funds in the Card Account and within limits of the Citizen Card.
- 3.2. The Client or the Legal Representative of the Client must present his identity document, when he concludes the Agreement with the Bank. The Legal Representative of the Client is required to present additionally an identity document and/or birth certificate of the Client and other documents requested by the Bank that confirm the right of the Legal Representative of the Client to act on behalf of the Client.
- 3.3. If the Legal Representative of the Client is a guardian appointed by the decision of the family court, the Legal Representative of the Client must additionally present the decision of the family court about appointing him as the guardian.
- 3.4. Before concluding the Agreement the Bank has the right to verify information submitted by the Client and request additional information from the competent public authorities according to the procedure and to the extent set forth in the law of the Republic of Latvia. The Bank has the right to refuse to conclude the Agreement and issue the Citizen Card without explaining reasons for the refusal.
- 3.5. The Agreement is considered concluded and effective from the moment of issuing the Citizen Card and opening the Card Account. GPT, Provisions for Cards, including these Provisions, and Rates & Fees shall be integral parts of the Agreement. The Agreement shall be entered into for an indefinite period.
- 3.6. Use of the Citizen Card:
 - 3.6.1. Only the person, whose name and surname is printed on the Citizen Card, is entitled to use it (in individual cases it is admissible for the Client's guardian to use the Citizen Card). The Client is not allowed to transfer the Citizen Card or data of the Citizen Card to other persons;
 - 3.6.2. Transactions with the Citizen Card are accomplished using money available in the Card Account within Transaction Limits established by the Bank;
 - 3.6.3. The Client or the Legal Representative of the Client constantly keeps track of Transaction amounts and makes sure that the total of Transaction amount does not exceed the amount of money available in the Card Account;
 - 3.6.4. If the User of the Citizen Card has performed a Transaction, which cannot be completed due to insufficient funds in the Card Account, the Client repays such overdraft to the Bank by a bank transfer to the Card Account.

4. Renewal of the Citizen Card

- 4.1. The expiry date of the Citizen Card is indicated on the Card and it is valid until the last day of the month, inclusive.
- 4.2. At the end of the validity period of the Citizen Card and upon receiving a confirmation from the Municipality, the Bank issues a new Citizen Card with a new validity period, except for the case, when the Client or the Legal Representative of the Client has submitted an application to the Bank with a request not to renew the Citizen Card and/or terminate the Agreement at least 1 (*one*) month before the end of the validity period of the Citizen Card.

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