

1. Definition of Terms

- 1.1. Account – the Customer's current account with the Bank, that is opened in accordance with the agreement between the Bank and the Customer on opening and servicing of a current account, to which the Card is attached on the grounds of the agreement between the Bank and the Customer on issuing and servicing of a payment card.
- 1.2. Annual Percentage Rate of Charge - the total cost of the Loan to the Customer, including interest, commissions any other kind of fees the Customer is required to pay in connection therewith, which the Customer shall pay for the Loan and which is calculated at the moment of entering into the Credit Limit Agreement and expressed as a percentage of the amount of the Loan granted to the Customer, assuming that:
 - the Loan shall be withdrawn immediately and in full to the amount of the Credit Limit on the day of granting the Loan in the currency of the Loan and by paying for the purchase by the Card;
 - the Customer shall not delay fulfilment of the obligations stated in the Credit Limit Agreement;
 - if the Minimum Instalment Rate is 100%, the Loan shall be repaid monthly in full. If the Minimum Instalment Rate is 5%, the Loan shall be repaid within a year as of the day of granting the Loan by equal monthly instalments. If Grace Period is set for the Loan and the Minimum Instalment Rate is 5%, the first Loan payment is on the 15th day as of the day of granting the Loan, the following payments – with a month interval after the first payment, making in total 12 equal payments;
 - there are 365 days in a year or 12 equal months;
 - If no Grace Period is set for the Loan, the calculation of the Credit Interest is started as of the day of granting the Credit Limit. Otherwise, calculation of the Credit Interest is started on the 16th day as of the day of granting the Loan
 - If the Card cannot be issued without granting a Credit limit for the Account, to which the Card is attached, then the total costs of the Credit shall include also the charge for the Card payable during a year.
- 1.3. Application – Part of the Credit Limit Agreement specifying the individual provisions, related to the assigned Credit Limit and Special Conditions of the Credit Limit Agreement .
- 1.4. Grace Period – period of time specified in the Pricelist, within which Credit Interest for the use of the Loan is not calculated.
- 1.5. Credit Interest – remuneration for the use of the Loan expressed as a percentage of the used Credit Limit.
- 1.6. Credit Limit – maximum amount set up for the Account, up to which the Customer can use the Loan.
- 1.7. Credit Limit Agreement – written agreement between the Bank and the Customer, including concluded within online banking environment, on granting the Credit Limit to the Account, receipt, use and repayment of the Loan, consists from the Application and the Credit Limit Regulations
- 1.8. Credit Limit Terms and Conditions – these terms and conditions.
- 1.9. Interest on Unauthorized Negative Account Balance – remuneration expressed as a percentage of the Unauthorized Negative Account Balance, which the Customer shall pay to the Bank.
- 1.10. Late Payment Interest – remuneration expressed as a percentage of the Loan amount, which the Customer shall pay if the Customer has not paid to the Account the Minimum Instalment by the Settlement Day.
- 1.11. Loan – funds of the Bank, which the Customer uses to effect the Transactions and make payments due to the Bank in accordance with the Credit Limit Agreement and the agreements entered into regarding the servicing of the Account and the Card, and for the use of which the Customer shall pay to the Bank remuneration expressed as a percentage in accordance with the provisions of the Credit Limit Agreement.
- 1.12. Minimum Instalment – amount of money calculated by multiplying the actually used amount of the Loan by the Minimum Instalment

rate, as well as the whole amount of the Unauthorized Negative Account Balance (if any) on the last day of the Settlement Cycle.

- 1.13. Settlement Cycle – calendar month.
- 1.14. Settlement Day – the 15th date of the month following the Settlement Cycle.
- 1.15. Credit capacity – evaluation made by the Bank of the Customer's ability to repay the Loan and make other payments due to the Credit Limit Agreement.
- 1.16. Term of the Credit Limit – period of time, within which the Bank permits the Customer to use the Loan.
- 1.17. Unauthorized Negative Account Balance – the whole amount of the debit (negative) balance of the Account, which exceeds the Credit Limit granted to the Account.
- 1.18. Other terms used in these Credit Limit Terms and Conditions or the Application are defined in the agreements entered into between the Bank and the Customer regarding the servicing of the Account and/or the Card.

2. Conclusion of the Credit Limit Agreement and granting a Credit Limit

- 2.1. The Credit Limit Agreement shall be regarded as having been concluded once signed by the Client and the Bank.
- 2.2. The Credit Limit is deemed granted as of the moment when the Bank increases the balance available on the Account by the amount of the Credit Limit granted by the Bank.

3. Term of the Credit Limit

- 3.1. The Customer is entitled to use the Loan to the amount of the Credit Limit within 1 (one) year as of the day of granting the Credit Limit by the Bank.
- 3.2. The Bank is entitled to extend the Term of the Credit limit automatically for 1 (one) year and the Bank may at its own discretion extend the Term of the Credit Limit for each subsequent 1 (one) year.
- 3.3. If the Bank decided not to extend the Term of the Credit Limit then the Bank informs the Customer at least 30 (thirty) calendar days prior the end of the Term of the Credit Limit, and the Customer shall fully repay the Loan used and make other payments due to the Credit Limit Agreement on the last day of the Term of the Credit Limit.

4. Decrease and increase of the Credit Limit, increase of the Minimum Instalment rate

- 4.1. The Credit Limit may be increased or decreased within the period of validity of the Credit Limit Agreement by mutual agreement of the Parties. The Bank is entitled to apply a fee for consideration of the Customer's application for increase or decrease of the Credit Limit in accordance with the Pricelist, which is in effect at the moment of consideration of the Application.
- 4.2. The Bank is entitled to decrease the amount of the granted Credit Limit and/or increase the Minimum Instalment rate unilaterally by informing the Customer about it if:
 - 4.2.1. the Bank has at its disposal the information about increase of the Customer's obligations, decrease of the Customer's income, delayed payments, third party claims or other circumstances, which have or may have a negative impact on the Customer's Credit Capacity;
 - 4.2.2. the collateral determined for receipt of the Credit Limit is lost (Security Deposit, guarantee, etc.);
 - 4.2.3. the Customer has delayed the fulfilment of his/her obligations against the Bank within the period of validity of the Credit Limit Agreement;
- 4.3. If the Credit Limit is decreased, the Loan is not available to the Customer in the amount up to the new amount of the Credit Limit, and the Customer shall repay the difference between the amount of the Loan used and the new Credit Limit within 30 (thirty) calendar days in addition to the payments due to the Credit Limit Agreement.

5. Settlements

- 5.1. The Customer shall pay the Credit Interest to the Bank on the used amount of the Loan. The Bank calculates the Credit Interest as follows:
 - 5.1.1. If the Grace Period is set for the use of the Loan, Credit Interest is calculated starting from the day following the Settlement Day until the day (excluding), when the used Loan amount at the end of the previous Settlement Cycle is fully repaid. The Credit Interest is calculated on the used and outstanding amount of the Loan at the end of the previous Settlement Cycle taking into account all the amounts paid to the Account in the current Settlement Cycle;
 - 5.1.2. If no Grace Period is set for the use of the Loan, Credit Interest is calculated starting from the day when the Customer begins to use the Credit until the day (excluding), when the used Loan amount is fully repaid. Credit Interest is calculated for each day on the used and outstanding amount of the Loan according to the Account balance at the end of the day.
- 5.2. Starting from next calendar month following the beginning of use of the Loan the Customer shall make mandatory payment of the Minimum Instalment to the Account by the Settlement Day at least once a month. The Customer may receive the information about the exact amount of the Minimum Instalment at the Bank, in the Account Statement or in Citadele Online Banking. However, if this information is not available in the Account statement or Citadele online banking, it shall not relieve the Customer from the obligation to clarify the amount of the Minimum Instalment sum independently and to perform the payment hereof in a timely manner.
- 5.3. If the Customer has not paid the Minimum Instalment by the Settlement Day the Customer shall pay the Late Payment Interest in addition to the Credit Interest and the Interest on Unauthorized Negative Account Balance (if any). The Bank calculates the Late Payment Interest on the negative Account balance as of the end of the previous Settlement Cycle starting from the day following the Settlement Day till the day (excluding), when the respective amount is paid to the Account, taking into account all amounts paid to the Account in the current Settlement Cycle.
- 5.4. The Bank calculates the Interest on Unauthorized Negative Balance starting from the day when Unauthorized Negative Account Balance occurs till the day (excluding), when the overdrawn amount is repaid.
- 5.5. The Credit Interest and the Late Payment Interest are calculated for each day, assuming there are 360 (three hundred and sixty) days in a year.
- 5.6. The Bank withholds the calculated interest from the Account on the 1st date of the Settlement Cycle. If there are no sufficient Customer funds on the Account then the Bank withdraws the amount payable to it from the Account by increasing the amount of the Loan granted to the Customer, or if the Loan has been used within the amount of Credit Limit Credit Limit has been cancelled., the Bank increases the Unauthorized Negative Balance.
- 5.7. If the Customer fails to ensure on the Account the funds in the amount sufficient for making the payments stipulated by the Credit Limit Agreement in full, the Bank is entitled to, but not obliged to withdraw the funds necessary for fulfilment of the obligations stipulated by the Credit Limit Agreement from the Security Deposit or any account of the Customer with the Bank without the Customer's separate payment order, if necessary, converting funds in other currencies of other Customer's accounts into the currency of the Account according to the exchange rate stated by the Bank for non-cash transactions at the moment of conversion.
- 5.8. The Customer can use the right to refuse and to terminate the Credit Limit Agreement by informing the Bank in written form during 14 (fourteen) days from the day of the conclusion of the Credit Limit Agreement. The Customer is not obliged to motivate the refusal.
- 5.9. The Customer is obligated immediately but not later than 30 (thirty) calendar days from the day the written notice of refusal has been sent (submitted) to the Bank to repay the Loan used and pay Credit Interest, as well as Late Payment Interest and Interest on Unauthorized Negative Balance (if any) payable under the Credit Limit Agreement from the day of beginning to use the Loan till the day when it is fully repaid.
- 5.10. In case, when the Customer uses the right of refusal, stated in the Clause 5.8 of the Credit Limit Terms and Conditions, starting as of the day, when the Customer has commenced to use the Loan, until the day (excluding it), when upon provisions of the Clause 5.9 of the Credit Limit Terms and Conditions, the Loan amount is repaid in full, the Client pays to the Bank interest in accordance with Interest Rate which has been stated in the Application in case of using right of refusal (per day) except when the Credit Holidays of more than 14 days are provided for the use of the Loan in accordance with the Pricelist. In case the Customer uses the right of refusal stated in Clause 5.8 of the Credit Limit Terms and Conditions the Bank is not authorized to reclaim from the Customer the compensation for the pre-term fulfilment of the obligations. Payments set by the Clause 5.9 and 5.10 of the Credit Limit Terms and Conditions shall not be deemed as compensation.

6. Amendments to the Credit Limit Agreement

- 6.1. The Credit Limit Agreement may be amended by written agreement of the Parties, except for the cases provided for in the Credit Limit Agreement.
- 6.2. The Bank is entitled to amend the General Terms and Conditions of the Bank, the Pricelist and the provisions of the Credit Limit Agreement unilaterally in the cases and according to the procedure prescribed in Estonian law.
- 6.3. The Bank is entitled to change (increase or decrease) the rate of the Credit Interest, Late Payment Interest and/or Interest on Unauthorized Negative Account Balance, and/or the Minimum Instalment rate unilaterally in compliance with the changes and/or overall tendencies on the lending market of the Republic of Estonia, on the grounds of changes in the Customer's Solvency, by informing the Customer of such amendments at least 1 (one) month before such amendments enter into force. The Bank timely places the information about amendments at the Bank's structural divisions of customers' service, on the web-site of the Bank – www.citadele.ee.
- 6.4. The Bank shall notify the Customer individually regarding amendments, which are to the disadvantage of the Customer in comparison with the previously effective terms by using those communication channels, regarding the possibility to use of which the Customer has informed the Bank (phone SMS, e-mail message or Citadele online banking notification), or if not applicable, then by sending a letter to the place of residence of the Customer known to the Bank.
- 6.5. If the Customer does not agree to the amendments proposed by the Bank then he/she is entitled to withdraw from the Credit Limit Agreement until the day the relevant amendments take effect, repaying to the Bank the Loan used and making other payments due to the Credit Limit Agreement. If the Customer fails to settle all the payments with the Bank with respect to the obligations stated in the Credit Limit Agreement until the day the amendments take effect, it shall be regarded that the Customer has agreed to the amendments to the Credit Limit Agreement.

7. Termination of the Credit Limit Agreement

- 7.1. The Credit Limit Agreement may be terminated prior to the end of the Term of the Credit Limit upon written agreement of the Parties, as well as by unilateral notice of termination by one of the Parties in accordance with the procedure provided by the Clause 7.2 or 7.3 of the Credit Limit Terms and Conditions.

- 7.2. The Customer may terminate the Credit Limit Agreement at any moment by giving written notice to the Bank and fully repaying the Loan used and making other payments due to the Credit Limit Agreement.
- 7.3. The Bank is entitled to terminate the Credit Limit Agreement unilaterally if:
 - 7.3.1. the collateral determined for receipt of the Credit Limit has been lost (Security Deposit, guarantee, etc.);
 - 7.3.2. the agreement with the Customer on servicing of the Card and/or the Account has been terminated;
 - 7.3.3. the Customer has submitted counterfeited documents to the Bank or has provided false information to the Bank;
 - 7.3.4. the Customer has not submitted to the Bank the information requested in the Clause 8.1 of the Credit Limit Terms and Conditions;
 - 7.3.5. the Customer has delayed the payments stipulated by the Credit Limit Agreement or other loan agreements entered into with the Bank at least two times in turn;
 - 7.3.6. as a result of evaluation of Customer's Solvency the Credit Limit is reduced to 0 (zero);
 - 7.3.7. claims of any third person have been raised with regard to funds in the Account and/or other Customer's accounts with the Bank.
- 7.4. If the Bank exercises its rights stipulated by Clause 7.3 of the Credit Limit Terms and Conditions, the Bank shall block the unused amount of the Credit Limit on the Account and inform the Customer about its decision, but the Customer shall make the final settlement with the Bank not later than within 30 (thirty) calendar days, i.e. fully repay the Loan used and make other payments due to the Credit Limit Agreement and fees stated in the Price List (if any).

8. Other conditions

- 8.1. The Customer has the obligation to submit to the Bank the requested information on his/her income and/or obligations not later than within 10 (ten) business days after the request of the Bank was issued.
- 8.2. The Customer is informed, that the Bank ensures the processing of the private individual data in accordance with the Privacy Protection Rules of the Bank, which are available on the website of the Bank.
- 8.3. The funds on the Account and on other accounts of the Customer with the Bank shall be regarded as a financial collateral provided by the Customer securing fulfilment of the obligations under the Credit Limit Agreement as of the moment of issuance of the Loan.
- 8.4. Any disagreement, claim or dispute between the Customer and the Bank following from or connected with the Credit Limit Agreement, or its breach, termination or validity will be resolved in accordance with the Bank's General Terms and Conditions.
- 8.5. The supervision of the observance of the consumer rights concerning persons receiving credit services, which are considered consumers for the purpose of the Law on Protection of Consumer Rights is provided by the Estonian Consumer Protection Board, located at Pronksi street 12, 10117, Tallinn, e-mail: info@tarbijakaitseamet.ee.