



TERMS AND CONDITIONS OF CIRCLE K EESTI AS CLIENT CARD AGREEMENT

2. General provisions

2.1. Client Cards. Circle K Eesti AS (hereinafter Circle K) prepaid client card (hereinafter Debit Card) and credit-based client card (hereinafter Credit Card) are domestic payment cards issued by Circle K to its clients, which can be used to pay for goods or services at all Circle K service stations and convenience stores, and also in other points of sales of a cooperation partners bearing Circle K label (hereinafter referred to as Service Stations). The credit-based Circle K Europe ROUTEX Credit Card (hereinafter "ROUTEX Card") issued by Circle K, is an international payment card that can be used to pay for goods and services at all ROUTEX service stations and points of sales of a cooperation partner bearing the ROUTEX label (hereinafter "ROUTEX service stations"). The debit, credit and ROUTEX cards will hereinafter in the text be referred to collectively as the Client Card or Client Cards.

2.2. The Client is an adult natural person or legal entity with whom Circle K has entered into a Client Card Agreement (hereinafter the Agreement) and to whom the Client Card has been issued.

2.3. Transactions are the sale of goods and provision of services to the Client and payment for them by the Client with the Client Card at Service Stations and ROUTEX Service Stations. Circle K has the right to charge the Client for additional services separately in accordance with the Additional Services Price List (hereinafter the Price List) of Circle K published on the website www.circlek.ee according to an agreement.

2.4. Security. PIN code is the personal security number of the Client Card, which is known only to the Client and the use of which is considered as the Client's consent and confirmation in performing the Transaction. The Client is obliged to keep the PIN code secret, including not to record the PIN code in an easily recognizable form on the Client Card or any other item that he/she carries with the Client Card and not to disclose the PIN to third parties. At the request of the Service Station/ROUTEX Service Station, the Client is obliged to present an identity document when performing the Transaction. The Service Station/ROUTEX Service Station has the right to refuse to perform the Transaction and / or to take away the Client Card if the Client Card or PIN has been used incorrectly or if Service Station/ROUTEX Service Station has doubts about the identity of the holder of the Client Card. For the sake of security, the Client must assign a card-based usage limit to the Credit Card. Circle K has the right to set limits on the maximum amount of the Transaction and the number of Transactions.

2.5. Closing a Client Card. In case of loss or theft of the Client Card or disclosure of PIN code to third parties, the Client undertakes to inform Circle K immediately thereof by calling the information phone 675 77 77 and then immediately send Circle K an application in a form that can be reproduced in writing to close the Client Card. The Client is responsible for the Transactions made with the Client Card until Circle K has received the application. The Client is obligated to destroy a closed, invalid, or otherwise unserviceable card. For a good reason, Circle K has the right to close the Client Card at any time, including if the Client has not used the Client Card for 1 (one) year. Circle K shall not be liable for any damage that may occur to the Client as a result of closing the Client Card.

2.6. Contact information of the Parties The Client is required to immediately notify Circle K of the change of his/her name, registration code, address, email address, contact person in a form that can be reproduced in writing. Otherwise, Circle K shall be entitled to assume that all the contact information of the Client registered in the Commercial Register or previously notified to Circle K is valid, and the communications sent to this contact information have been received by the Client. Circle K shall provide invoice and statement information and other notices related to the performance of the Agreement to the email address notified by the Client, unless otherwise agreed with the Client. In case of using the e-invoice service, the Client shall receive the invoice from the e-invoice channel specified by him/her. In order to receive the Client Card, the Client must provide the address of the receipt of the mail.

2.7. Validity, Termination, and Amendment of Terms and Conditions of the Agreement. The Agreement enters into force for the Client from the moment that the Parties to this Agreement have agreed to its terms and has concluded for an indefinite period. When entering into the Agreement, Circle K creates access to the self-service environment for the Client. Upon expiry of the Client Card, Circle K shall issue a new Client Card to the Client, unless the Client has not used the Client Card within 3 (three) months prior to the last month of validity of the Client Card and the Client has not submitted an application for a new Client Card, in which case the Agreement between the Client and Circle K shall be deemed terminated. The Parties have the right to terminate the Agreement at any time by submitting a notice of cancellation to the other Party in a form that can be reproduced in writing. Upon termination of the Agreement, the rights and obligations of the parties arising out of the Agreement shall remain in effect until termination thereof. Circle K has the right to close the Client Cards at the same time as sending the termination notice. Upon termination of the Agreement, the Client undertakes to destroy the Client Cards issued to him/her in order to prevent their misuse. Circle K has the right to unilaterally change the general terms and conditions of the Agreement by giving advance notice of the changes on the website or in the national newspaper and giving at least one (1) month period for cancellation of the Agreement in case of disagreement with the changes. If the Client has not canceled the Agreement within this period, it shall be deemed that the Client has accepted the changes.

2.8. Complaints. The Client is obliged to verify the correctness of the Transactions and submit all complaints promptly, but not later than within 2 (two) months from the moment the Client became aware or should have become aware of the act by Circle K allegedly infringing his/her rights. Upon expiry of the said term, the Client shall be deemed to have accepted the act. Disputes concerning the quality of the motor fuel shall only be settled by the decision of an accredited laboratory, provided that the samples of the disputed motor fuel are taken immediately after refueling in the presence of a Circle K representative into an appropriate container from the same Service Station and from the same petrol pump. In the event of identification of a defect, the costs of the examination shall be borne by the party at fault, or in the absence of the defect, by the party requesting the examination. Circle K shall not be liable for any consequences or damages arising from the non-compliance by the Client with the terms and conditions established by the particular service provider when paying with the Client Card at the points of sales of Circle K partner. The Client undertakes to resolve any dispute regarding the use of the goods or services paid for with the Client Card at the point of sale of the Circle K partner or their terms and conditions directly with the particular service provider. Submitting or resolving a complaint does not relieve the Client of its obligation to pay Circle K an invoice.

2.9. Liability Both parties to the Agreement are obliged to compensate the other party for the proved damage and, in the cases provided for in the Agreement, to pay an additional contractual penalty and default interest. In the event that the Client has delayed in meeting any payment obligation, Circle K shall have the right to file a claim against the Client to a collection agency, in which case Circle K shall have the right to demand payment and the Client shall have the obligation to pay Circle K a contractual penalty of 10% (ten percent) of the amount of the claim filed for collection. Circle K shall also have the right to demand and the Client shall have the obligation to compensate Circle K for the expenses born in the course of recovery of the claim not covered by the contractual penalty.

2.10. Settlement of disputes All disputes arising from the performance of the Agreement will be settled by negotiation. If the parties fail to reach an agreement during the negotiations, the dispute shall be settled in accordance with the laws of the Republic of Estonia in the Harju County Court.

3. Payment terms

3.1. General Credit Limit is the maximum amount of Transactions made by the Client with the Credit, and ROUTEX Cards agreed between the Parties, within the limits of which Circle K may provide credit to the Client from the first date of the calendar month to the date of payment of the invoice. When making a credit decision, and on a regular basis during the term of the Agreement, Circle K verifies and assesses the ability of the Client to fulfill his/her financial obligations. In determining the general credit limit, the cost of goods and services purchased by the Client with the Credit Card and ROUTEX Card is taken into account. In case of a written application of the Client, Circle K is entitled, but not obligated, to increase the General Credit Limit of the Client in accordance with the terms and conditions of the Agreement. Circle K is entitled to unilaterally reduce the General Credit Limit for a good reason, inter alia, if the cost of purchases made by the Client with the Credit Card and ROUTEX Card during the accounting period is repeatedly less than the General Credit Limit; the Client is in breach of payment terms or has a payment disruption, or if Circle K estimates that the Client is not in a position to fulfill his/her financial obligations. The Client undertakes not to exceed the General Credit Limit or to pay with the Credit and ROUTEX Card upon the fulfillment of the General Credit Limit. The Client also undertakes to pay Circle K any amounts exceeding the General Credit Limit. If the General Credit Limit of the Credit Card or ROUTEX Card is exceeded, Circle K has the right to suspend all Transactions with the Credit Card or ROUTEX Card. The Credit Card or ROUTEX Card will be opened again after receipt of the payment of the Credit Card and ROUTEX Card, unless the Agreement has expired or if there are other grounds for closing the card. Circle K has the right to close the Credit Card or ROUTEX Card and terminate the Agreement for any other good reason, including if the Client is in breach of payment terms or has a payment disruption or if Circle K estimates that the Client is not in a position to fulfill his/her financial obligations.

3.2. Invoices and Payment. Unless otherwise agreed by the parties in a form reproducible in writing, the Client shall pay Circle K the amounts of the Transactions made with the Credit Card and ROUTEX Card on the basis of the monthly invoice submitted by Circle K within 14 (fourteen) calendar days from the invoice date. If the Client has not received the invoice sent by Circle K within the usual time frame, he/she undertakes to inform Circle K before the due date; otherwise, the invoice shall be deemed to have been delivered to the Client. In the event that the Client fails to pay the amounts due to Circle K on time, Circle K shall be entitled to claim, and the Client shall be liable to pay a default interest of 0.16% (zero point sixteen percent) on each day of delay from the day following the due date. In addition to the default interest, Circle K shall have the right to demand and the Client shall be liable to pay a contractual penalty for each time Circle K sends to the Client a reminder, claim, overdue charge invoice or any other such claim for non-timely payment of the invoice or a part thereof. In addition to the above, the Client of the ROUTEX Card undertakes to pay for the use of motorways, tunnels, bridges, etc., on the basis of the invoices submitted by Circle K, and the ROUTEX Card service fee according to the Price List. When paying for Transactions executed with a ROUTEX Card outside the Republic of Estonia, the Transaction Price shall be calculated into euros according to the exchange rate and currency conversion fee set by the ROUTEX partners in accordance with the Price List. Circle K has the right to add additional Routex charges to the Transactions according to the Pricelist. Irrespective of any dispute on the invoice or submission of any claim, the Client is obliged to pay the invoice on time and Circle K will refund the Client if necessary. When making contractual payments, the Client is obliged to refer to the reference number indicated on the invoice. In the case of a ROUTEX Card, Circle K will also provide the Client with an electronic summary statement of purchases made abroad which will allow the Client to claim VAT on Transactions made abroad in accordance with applicable laws and international agreements. Circle K is not responsible for refunding VAT to Client on purchases made abroad.

3.3. Prepayment is the amount of money credited to the Circle K current account on behalf of the Client, to the extent of which the Client can perform Transactions based on the prepaid Client Card. Upon termination of the prepayment, the right to use the Client Card shall be suspended and the card shall automatically close. The Client Card will re-open at the latest within 3 (three) business days of making a new deposit.

3.4. The Negative Balance shall be incurred in the case of Transactions exceeding the Client Card Prepayment or the General Credit Limit if it is not possible to contact the Circle K server at the time of the payment due to a failure of communication lines or for any other reason to determine the Client Card Prepayment or the General Credit Limit balance. The Client undertakes to pay Circle K the Client Card's negative balance by no later than the 14th (fourteenth) day of the following calendar month.

3.5. Prepayment refund. Circle K shall refund the balance of the prepayment to the Client upon the Client's written application within 14 (fourteen) calendar days after receipt of the Client's respective written application. Circle K has the right to set off prepayment with the debt of the Client to Circle K. Circle K has the right to close the Client Cards when refunding the prepayment.

4. Use of the personal data of the Client

4.1. Processing of personal data of the Client who is a natural person. When processing personal data of a Client, Circle K's personal data processing principles, which are available on the Circle K website, are adhered to. In case of violation of the Agreement by the Client, Circle K shall be entitled to pass on the Client's personal data (given name, surname, personal identification code, place of residence, data failure to perform contractual obligations, including the amount of debt) that Circle K became aware of during the conclusion and performance of the Agreement to third parties for the purpose of debt collection. The Client has the right to access the data being processed and to demand the termination of the processing of personal data pursuant to the procedure provided by law. In order to improve the quality of service and to provide the Client with appropriate services, Circle K has the right, among other things, to process data for the purpose of researching the Client's consumption habits. In order to fulfill the Agreement, Circle K cooperates with its contractual partners to whom Circle K may transmit the data relating to the Client.

In the event of any ambiguities between the Estonian language and foreign language texts of the General Provisions and/or of any other materials regulating the use of information or services related thereto, the Estonian language text shall prevail.