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**1. Parties** "First Card" refers to all First Card charge cards, First Card Travel Account and First Card Purchasing Account issued or provided by Nordea Bank Abp, filial i Sverige, corporate identity number 516411-1683, 105 71 Stockholm, hereinafter "N/FC". The Board is domiciled in Helsinki, Finland. N/FC is a banking company licensed to conduct banking business, which includes the right to provide payment mediation via general payment systems. N/FC is supervised by the European Central Bank (ECB), the Finnish Financial Supervisory Authority and the Swedish Financial Supervisory Authority (Finansinspektionen). The language used in contacts between the account holder, the cardholder and N/FC is Swedish.

The parties under these general terms and conditions are the account holder and N/FC. The account holder is bound by the prevailing general terms and conditions by signing the application. The account holder is obliged to ensure that cardholders comply with prevailing general terms and conditions and instructions issued by N/FC. For any questions regarding cooperation agreements, please contact N/ FC on tel. +46 (0) 771 40 71 70. All information, provided by N/FC, regarding N/FC and the payment services covered by the general terms and conditions, is found in these general terms and conditions, in the appropriate service descriptions or i is otherwise provided in in the appropriate service descriptions or is otherwise provided in connection with payment transactions. N/FC does not provide any other information than at the request of the account holder.

**2. Introductory provisions** The account holder is the party liable for payment according to this agreement and is responsible for all cardholders and employees following these, and prevailing, general terms and conditions and other terms and conditions agreed between the account holder and the travel agency, or the account holder and the purchasing coordinator. The products covered by the general terms and conditions are: First Card Corporate Card, First Card Purchasing Card, First Card Travel Account, First Card Travel Card, First Card Booking Card and First Card Purchasing Account. Unless otherwise set forth in the sections below.

#### 2.1 First Card Corporate Card

First Card Corporate Card is a charge card for work-related outlays and purchases, that can be used at most purchasing outlets worldwide, for in-store and online purchases. It is also possible to withdraw cash at ATMs and bank branches. First Card Executive is a corporate card with extended travel cover and access to airport lounges. The card has higher security limits than a regular corporate card in payment transactions. In order to apply for a First Card Corporate Card, the employee must be at least 18 years of age unless otherwise agreed separately with N/FC.

#### 2.2 First Card Purchasing Card

First Card Purchasing Card is a charge card that enables tailored solutions in terms of limits (sector, amounts, cash withdrawal), invoicing and pricing model. Unlike other charge cards, the account holder chooses the limits that are to apply to the Purchasing Card. Purchases that violate any limits are denied. In order to apply for a First Card Corporate Card, the employee must be at least 18 years of age unless otherwise agreed separately with N/FC.

#### 2.3 First Card Travel Account

Travel Account is an account for purchases from a travel agency/ travel provider or travel producer. The account holder and the travel agency must reach agreements on which employees are entitled to use the travel account and incur debiting, and on other related terms and conditions. Currency and travellers' checks may also be obtained through the travel account. N/FC is not liable, and the account holder shall discharge N/FC from any liability, for the debiting made by N/FC on behalf of the travel agency and against all misuse of the travel account.

No claims may be lodged against N/FC for purchases that occurred through debiting of the travel account. The travel account may not be used for payment of other debts to the travel agency. N/FC is entitled to disclose to the travel agency the account holder's current balance in order to enable correct debiting of the account.

#### 2.4 First Card Travel Card

The Travel Card is a charge card that is limited to use of only travelrelated products or services such as airlines, hotels, car rental companies and taxi companies worldwide.

#### 2.5 First Card Booking Card

The card is a charge card that may only be used for booking and paying for travel online and/or through a travel agency that accepts Mastercard as a means of payment. The card does not have a magnetic strip or chip and may not be used in physical environments.

#### 2.6 First Card Purchasing Account

Purchasing Account is an account for debiting purchases made through a purchasing coordinator. A separate agreement shall be reached between N/FC and the account holder. The account holder and the purchasing coordinator shall enter agreements regarding which employees are entitled to use the purchasing account and incur debiting, and regarding other related terms and conditions. N/ FC is not liable, and the account holder shall discharge N/FC from any liability, for the debiting done by N/FC on behalf of the purchasing coordinator and against all misuse of the purchasing account. No right exists to lodge any claims against N/FC for purchases that occurred by means of debiting the purchasing account. The purchasing account may not be used for payment of other debts to the purchasing coordinator. N/FC is entitled to disclose to the purchasing coordinator the account holder's current balance in order to enable correct debiting of the account.

#### 3. Definitions

Account holder: Legal person that, following an application, has been granted First Card cards for its employees and/or travel account, purchasing account.

Account information services: An online service for providing compiled information regarding one or more accounts held by the account holder with one or several other payment service providers. Authentication: A procedure, including the cardholder's personal authorisation functions, through which the bank can verify the cardholder's identity or the validity of a card.

Automated teller machine (ATM): An unmanned terminal at which cardholders themselves can withdraw cash using their card and code.

Booking card: A charge card issued by N/FC with Mastercard functionality, that enables the execution of a payment transaction. Business partner: Company that sells services through the travel agency

**Card (the)**: First Card, a charge card issued by N/FC with Mastercard or Visa functionality, that enables the execution of a payment transaction. The card may be in the form of a physical card, information regarding a card or a fictitious card number which, for security reasons, replaces the card number of the physical card. Cardholder: Natural person for whom a card has been issued.

Contactless functionality: Functionality in the card's chip enabling contactless payment in certain cases. Cards containing this

**Employee:** Employee or co-worker of the account holder who, on behalf of the account holder, is entitled to effect purchases from the travel agency or through a purchasing coordinator.

Mobile device: A mobile phone, tablet, watch, wristband or other similar equipment with access to the internet or other telephone or data traffic network.

Payment order: An order placed by the cardholder with N/FC to execute a transaction.

Payment transaction: A deposit, withdrawal, or transfer of funds to or from a card and/or travel account, purchasing account. Personal code: All codes accepted by the bank for initiation/ approval of a payment transaction such as a PIN, password or Mobile Bank ID with the related security code, regardless of

whether such personal code was issued by the bank, a third party, or was chosen by the cardholder.

Purchasing account: An account for purchases made through a purchasing coordinator.

**Purchasing coordinator**: A company approved by N/FC that has entered a specific agreement with N/FC or the account holder, which has the task of coordinating and administrating purchases on behalf of the account holder and using the N/FC purchasing account for debiting and invoicing the purchases.

**Purchase limit**: The account holder can apply for an upper limit for purchases, by calendar month and by card. The purchase limit is not limited by the amount utilised during the previous calendar month.



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Sales company: A company which is connected to Mastercard's or Visa's payment system, and provides goods and services in exchange for payment using the card.

Security limit: In cases where there is no purchase limit on the card, there are security limits assigned by N/FC that could cause payment transactions to be denied.

Security solution: Personal authorisation functions, i.e. personally adapted functions which the bank provides or accepts for

authentication, for example a personal code or a reader of biometric information such as a fingerprint reader or iris scanning.

Strong customer authentication: Authentication based on at least two of the following three alternatives that are independent of each other:

a) something that only the cardholder knows (for example a personal code),

b) something that only the cardholder has (for example a card),

c) a unique feature of the cardholder (for example a fingerprint). Travel account: Account for purchases from a travel agency or

travel provider/travel producer. **Travel agency:** Travel agency/travel provider/travel producer approved by N/FC.

#### 4. Use of charge cards, travel account and purchasing account 4.1 Purchase of goods and services

The card may only be used for purchases and withdrawals made by the cardholder on behalf of the company, not for personal purchases.

The card may not be used in breach of prevailing legislation. Neither may the card be used at sales companies if the account holder or cardholder and the sales company are identical and operated under a sole proprietorship, general partnership, limited partnership, or a limited liability company which is a closely held company. The card may not be used for the purpose of partial payments in hire-purchase instalments, or to pay another debt which the account holder has in relation to the sales company or N/FC.

The card may not be used to pay for bets in gambling or suchlike. The card may not be used in services entailing that the balance of the card is transferred to a bank account or account with a similar function.

The above also applies to use of travel account and purchasing account.

The card may be used by the cardholder in environments that require the physical presence of the card, or through an application in a mobile device in which the card data has been entered digitally. Payment using mobile devices that contain card data is executed by means of holding the physical device against a card terminal for contactless payment. The card can also be used in environments that do not require the presence of the card, such as in telesales or ecommerce.

Cards with contactless functionality are used for payment at terminals that have activated the contactless function. Payment is executed by means of the cardholder holding the card's chip against the terminal's reader. The contactless function enables cardholders to pay small sums without entering their personal codes. The amount limit may differ between countries and this is beyond N/FC's control. For security reasons, cardholders may be instructed to use the chip on the card and enter their personal code even if the amount is lower than the prevailing amount limit. To enable the execution of a payment transaction, the cardholder must provide information according to the requirements set forth in section 5, "Approval of the execution of a payment transaction or revocation of a payment order".

When the cardholder uses the card as a means of payment for ordering goods and services from sales companies, the cardholder is obliged to be aware of the sales company's terms and conditions for orders and cancellation of its goods and services. The account holder is liable for payment of fees to the sales company for any such goods or services ordered but not collected, according to the terms and conditions of the sales company. This also applies to use of the travel account and purchasing account.

The card may be used for payment of goods and services at sales companies both in Sweden and abroad that are connected to Mastercard's or Visa's system. The card may be used for payments abroad. In conjunction with use abroad, a passport or other accepted ID in each country must be available for presentation. In Sweden, identification approved by the banks shall be presented if the point of sale so requests.

### 4.2 Cash withdrawals from ATMs

The card may be used for withdrawals in Swedish or foreign currency at Mastercard or Visa or from affiliated bank branches and authorised currency exchangers, and from ATMs that display the Mastercard or Visa symbol. This also applies abroad, and a fee applies according to N/FC's price list. N/FC is not liable for any additional fees charged by Swedish or foreign banks, nor for the imposition of other withdrawal limits. Total withdrawals per calendar month in Swedish or foreign currency may not exceed SEK 10,000 or the equivalent thereof. For First Card Executive, the corresponding withdrawal limit, or its equivalent, is SEK 20,000. N/ FC, or a foreign bank, is entitled to prescribe another minimum or maximum amount per withdrawal or period.

#### 4.3 Currency exchange

Payment transactions in another currency are converted into Swedish kronor at the exchange rate applied by N/FC. The exchange rate consists of a reference exchange rate which is determined by Mastercard or Visa to this end and which applies on the date on which the payment transaction is received by Mastercard or Visa, plus a currency exchange mark-up set out in the price list on N/FC's website. At the account holder's request, N/FC may notify the account holder of the reference exchange rate for an individual payment transaction.

The account holder bears the risk of price changes during the period of time from the transaction date until the payment transaction is received by N/FC and recorded on the card. The account holder also bears the risk of any changes in rates occurring from the time of payment or cash withdrawal until reimbursement following a return or cancellation/rebooking is recorded on the account. The aforementioned provisions in this section also apply to purchases, cash withdrawals and returns, and cancellation/rebooking, in Sweden in a currency other than Swedish kronor.

To facilitate a comparison of different companies' currency exchange fees as regards EEA currencies within the EEA, N/FC will, on a daily basis, publish N/FC's currency mark-up in relation to the reference exchange rate of the European Central Bank - ECB. The information will be published on www.firstcardonline.com/se/ support/prislistor. If the cardholder makes a purchase or a withdrawal in an EEA currency other than Swedish kronor, N/FC will send information regarding the exchange rate mark-up in relation to the ECB's reference exchange rate in an electronic message to the cardholder. This message will be sent as a notification in the First Card app. Electronic messages are sent upon the initial transaction in the EEA currency concerned and at least once a month thereafter. Dispatching electronic messages does not affect the agreement provisions concerning when a transaction is considered to be approved or when the transaction is received by N/FC.

Cardholders can themselves, within the app, opt out of receiving such electronic messages from N/FC. More information on the First Card app is available on First Card's website, www.firstcard.se.

The account holder is responsible for the cost of data, internet and telephony traffic to/from their Mobile device arising in connection with electronic messages sent from N/FC regarding the currency exchange fee.

The above provisions regarding the point in time of conversion to Swedish kronor do not apply if the cardholder, at the time of purchasing goods/services or withdrawing from ATMs abroad, accepts an offer by a sales company to pay for the goods/services, or accept the cash withdrawal, in Swedish kronor. Conversion to Swedish kronor is then carried out immediately on the spot according to the exchange rate applied by the sales company, the sales company's card acquirer, or the party responsible for the ATM. N/FC does not have any knowledge of, nor is it liable for, the conversion to Swedish kronor. The exchange rate applied need not be the same as that which N/FC would apply for the same transaction.



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#### 5. Approval of the execution of a payment transaction or revocation of a payment order

To enable the execution of a payment transaction, the cardholder must provide information and approve the transaction as below:

The cardholder provides their approval of the execution of a transaction by making their card's details available to a sales company, bank branch or at an ATM. This may occur by means of reading the card's chip or magnetic strip, by charging the card on a paper bill, by holding a contactless chip card against a reader, by providing card information (card number, period of validity and, where applicable, CVV2/CVC2 value), in writing or verbally, or otherwise as offered in various environments depending on technological developments, for example in digital wallets.

In some environments, it is also required that a payment transaction be approved by pressing keys or by stating the cardholder's security solution, or in another manner according to the instructions of N/FC, the ATM or the sales company. A payment order may not be revoked after the cardholder has provided their approval of the payment transaction. However, pursuant to the terms and conditions and within the period of time agreed between the cardholder and the sales company, the cardholder may contact the sales company with respect to individual payment transactions or a series of payment transactions that have not yet been completed, in order to revoke previously submitted payment orders regarding these.

For approval of a payment transaction via a travel account or purchasing account, in individual cases separately agreed approval processes may be applicable.

Cardholders can register their cards for recurrent payment transactions with various sales companies. The terms of these recurrent payment transactions, for example amounts and frequency, are in that case regulated in the agreement between the cardholder and the sales company. In cases where the cardholder, during the contractual period with the sales company, receives a new card, for example if the period of validity of the card has expired, N/FC is entitled to provide information on the new card to the sales company with a view to being able to execute the cardholder's payment transactions without interruption in accordance with the cardholder's agreement with the sales company.

N/FC encourages the cardholder to check the total reserved amount before approving purchases of fuel, car rental, hotel stays, etc. The cardholder may be subsequently debited for costs that arose in conjunction with hotel stays, car rental, etc. if the cardholder, when ordering the service or in an agreement with the sales company, was duly informed and approved of such.

In the absence of a purchase limit on the card, N/FC applies certain security limits for maximum amounts per payment transaction and per calendar month. N/FC reserves the right to deny a payment transaction if the security limit is exceeded. In cases where the account holder is planning one or several large transactions, they should contact N/FC in accordance with established procedures to ensure that the security limit is adapted to the current situation.

If the cardholder has approved a payment transaction in accordance with the provisions set forth in this section, according to specific FC is liable to ensure that the payment transaction is executed. If however a payment transaction is not executed, or has been deficiently executed, and these deficiencies were caused by N/FC, N/FC shall be liable in relation to the account holder. Where applicable, N/FC shall, appropriately and without undue delay, refund the amount to the account holder and reinstate the balance of the debited account to what it would have been had the deficiently executed payment transaction not taken place. N/FC shall be liable in relation to the account holder for any fees caused by N/FC as well as any interest that the account holder for any fees caused by twice as well as any interest that the account holder must pay as a consequence of the non-execution or deficient execution of the payment transaction. If a payment transaction is denied due to exceeding a purchase limit or accurity limit limit of the payment transaction to the or security limit, N/FC is not liable, as above, in relation to the account holder.

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### 6. Time of execution of a payment order

After the sales company has received a payment order from the cardholder regarding a purchase or withdrawal, it is transferred to N/ FC within the timeframe stipulated in the agreement between the sales company and the sales company's bank (acquirer). After N/FC has received the payment order from the acquirer, N/FC debits the card's account with the purchase amount or withdrawal amount. This normally takes place two business days after the cardholder submitted the payment order to the sales company, but may also take place later. In conjunction with a return, N/FC makes the funds returned available to the cardholder as soon as possible after the sales company's bank has transferred the returned funds to N/FC.

For purchases via travel accounts or purchasing accounts, other time limits may apply for charging the account of the account holder.

#### 7. Reimbursement of a payment transaction

In any claim regarding an approved and executed payment transaction arising because the exact amount of the transaction was not given at the time of the transaction approval, and the transaction amount exceeds the amount that the account holder/cardholder could reasonably have anticipated, the account holder/cardholder is entitled to request repayment only of the portion of the transaction amount that exceeds what the account holder/cardholder could reasonably have anticipated.

#### 8. Liability for use of cards and security solution, and use of travel account and purchasing account 8.1 General provisions

In order to use the card, the cardholder must, in certain cases, use a security solution for authentication. N/FC instructs which security solution it accepts and that the cardholder must use in particular cases. The security solution may vary from time to time and be different in different environments. The security solution may be governed by a separate agreement and a separate fee may be payable. In addition to the terms and conditions of the security solution, the cardholder is obliged to comply with the security provisions as issued by N/FC.

The card is personal and may not be given to, or used by, any other party. The above applies irrespective of whether transferring the card to a third party poses a greater risk of unauthorised use of the card. The card is a valuable item and must be stored in the same secure manner as cash and other valuable items. The cardholder must take requisite measures to protect against unauthorised use of the card. For example, the card may not be left unattended in a hotel room, other temporary accommodation, or in a vehicle, bag, jacket pocket, or suchlike which is not in sight. In public places, the cardholder must keep the card continuously in sight. This applies also in environments to which third parties do not have access but where the risk of theft is nonetheless greater than in a place of residence, for example. In the event of a break-in at a residence or workplace, the cardholder must verify that the card has not been stolen.

If the card is stored on a mobile device, the cardholder must maintain sound control over the device and keep it in sight. The cardholder must take all reasonable measures to protect the device. If the cardholder has stored the card in a service for purchases of digital content (for example music or films), the cardholder is liable to ensure that no third party is able to use the stored card data. Postal dispatch of physical cards not attended to by N/FC may only be by registered mail in Sweden.

#### 8.2 Personal codes and security solution

The cardholder shall take necessary measures to prevent unauthorised use of the card and security solution. The card and the unauthorised use of the card and security solution. The card and security solution are personal and may only be used by the cardholder. The cardholder is obliged to:
Immediately after having read the code, destroy the document containing the code that the cardholder received from N/FC.

- Upon receipt of the card, sign their name on the reverse side of the card and destroy any card previously received.

If it is possible to choose a personal code for the card or the security solution, the cardholder shall ensure that the personal code does not have any connection with the cardholder's personal identity number, card number, phone number or suchlike. The cardholder shall:



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- Not divulge the personal code to anyone. Not note down the personal code on the card or allow notation of the code to be affixed to the card or store the code together with the card.
- Make a note of the personal code only in such a way that a third party would have no reason to assume that the notation refers to a personal code for a card or a security solution. Store the code in a secure manner. Immediately notify N/FC in the event of loss of the card and upon
- any suspicion that the card, or copy thereof, has come into the possession of a third party.
- İmmediately change the personal code, or notify N/FC in the event of any suspicions that a third party has learned the code.

The provisions above shall apply, where applicable, with respect to single-use codes, passwords, etc.

If the security solution is stored on a mobile device, the cardholder must have sound control over the device, keep it in sight and take all reasonable measures to protect it. If cardholders choose to authenticate themselves using biometric information, for example through the use of fingerprints stored in a mobile device, they are obliged to ensure that only the cardholder's own biometric information can be used to authenticate the cardholder. The cardholder shall ensure that the biometric information of any other person is not registered on the mobile device.

None of the provisions in this section shall prevent the cardholder from using account information services provided by a party other than N/FC in cases where the account holder has entered into an agreement with, or otherwise commissioned the services of, such a third-party service.

#### 8.3 N/FC's right to block the card

N/FC reserves the right to block the card on any of the following 1. If secure use of the card is compromised, for example for

- technical reasons.
- Suspicion of non-approved or fraudulent use of the card. A substantially heightened risk of inability of the account holder to honour their payment obligations. 3.
- 4. In circumstances set forth in section 14, Agreement term and termination.

### 8.4 Loss of card, etc.

Instruction to block the card shall be given at the earliest after discovering the loss of the card or any suspicion that an unauthorised person has learned the code, or of unauthorised use of the card/card number, see section 9.2 Payment liability in the event of unauthorised transactions.

Instruction to block the card shall be issued immediately to N/FC by calling 0771-40 71 70. All calls to and from Blocking Service are normally recorded.

If there is any subsequent unauthorised use of the card, the matter must be reported to the police.

#### 8.5 Card replacement

Upon replacement of the card or termination of the agreement, issued cards must be destroyed immediately. If several cards have been issued by order of the account holder, liability is only suspended for any cards of which N/FC has been notified. A card that has been reported missing, and that is recovered, may not be used. Instead, notice that the card has been recovered shall be given to N/FC and the card thereafter destroyed. If a card is reported as being unusable, it may not be used and must be destroyed. In addition, N/FC is entitled, in order to prevent crime or other misuse and the second s

## 9. Payment liability

9.1 General provisions The account holder is liable for payment of all debiting arising through the use of cards issued for the account holder, and for all debiting of the account holder's account arising through use of the travel account and/or purchasing account, as well as any interest, fees and costs charged to the account pursuant to these provisions. See also section 9.2 Payment liability in the event of unauthorised transactions.

If an account holder has applied for a purchase limit for a card, the purchase limit applies per calendar month and is not limited by amounts utilised in the prior calendar month. In addition to the Customer

purchase limit, there is also a cash withdrawal limit that is also calculated per calendar month and is not limited by amounts utilised in the prior calendar month.

### 9.2 Payment liability in the event of unauthorised transactions

If an unauthorised transaction has been caused by the account holder/cardholder neglecting any of their obligations under these general terms and conditions, the account holder shall be liable for the entire loss. The account holder is not liable for any loss ensuing from an unauthorised transaction carried out after the account holder/cardholder, in accordance with N/FC's instructions, issued instructions to block the card. However, this does not apply if the account holder/cardholder has acted fraudulently.

**9.3 Termination of payment liability** The account holder is responsible for informing N/FC's Customer Services that the agreement for an individual cardholder is to be terminated. Destroying the card without notifying N/FC does not mean that the agreement has been terminated. If, when the card is returned, there is outstanding debt in the account, liability continues until the debt has been paid, in which case the general terms and conditions will apply, in their relevant parts, for as long as the outstanding debt remains on the account.

#### 10. Payment terms and conditions

#### **10.1 Invoicing**

N/FC invoices periodically, as set forth in the application or a separate agreement, for the account holder's current debt. The debt on the account includes debiting made with the card, on the travel account and on the purchasing account. If the account holder so wishes, the cardholder can be invoiced directly at the address of their choice. All invoicing is in Swedish kronor. When invoicing for debiting done on the travel account, the conversion rate used/ applied by the business partner and travel agency will be used.

#### **10.2 Payment**

Full payment shall be received by N/FC no later than the due date N/FC in time, the account holder should pay no later than the educates business days before the due date. Payment will only discharge from liability if it is made to a particular account that is specified and owned by N/FC.

#### 10.3 Payment by direct debit

The account holder may, if they so wish, pay the invoice by designating an account to which the current debt on account can be charged. With the approval of the account holder, N/FC is entitled to draw the latter's current debt on account via direct debit.

The account holder shall ensure that sufficient funds are available in the account no later than the business day prior to the due date. If sufficient funds are not available, N/FC is entitled to charge penalty interest and other costs pursuant to section 12.2 of these terms and conditions. If there are insufficient funds in the account on the business day before the due date, but funds are subsequently deposited, N/FC is entitled to make a transfer at a later date.

#### 10.4 Revocation of direct debit

The account holder's consent applies until further notice. The consent terminates no later than five business days after it has been revoked. Consent is revoked by notifying N/FC thereof in writing. N/FC or the bank, may, but are not obliged to, suspend the account holder's use of direct debit if there are insufficient funds on the account at the time of payment of the debt on the account, or if the account conditions change and if the account holder, on repeated occasions, stops payments from the account without having a well-founded reason for doing so. The payee may also, to an equivalent extent, suspend use of direct debit.

### 11. Claims

Sales companies affiliated with Mastercard and Visa are liable to the account holder/cardholder for defects in goods or services according to the legislation in effect in each country. Claims must therefore be lodged with the sales company and not with N/FC. If however, the account holder wishes to lodge a claim against N/FC, the account holder must, without undue delay from the time when the account holder became aware of the unauthorised transaction or deficiently executed payment transaction, notify N/FC in writing and request rectification ("claim"), although no later



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than 45 days after the invoice date; otherwise the account holder/ cardholder loses the right of any recourse with respect to the defect. The business partner or travel agency is liable in relation to the account holder for any defects in purchases made via the travel account according to applicable contract terms and conditions and prevailing legislation in the country in which the purchase was made via the travel account. The purchasing coordinator is liable, in relation to the account holder, for defects or other deviations concerning the purchases made on the purchasing account in accordance with applicable contractual terms and conditions and according to the prevailing law of the country in which the purchase was made via the purchasing account.

# 12. Prices, interest and fees

#### 12.1 Annual fee

The card is subject to an annual fee according to the prevailing price list. The price list is available on N/FC's website, firstcard.se. The annual fee is charged to the account in advance. Paid annual fees are non-refundable.

#### 12.2 Non-payment

If the account holder fails to pay an invoice within the prescribed time, N/FC is entitled to charge to the account the prevailing reminder fee, collection costs, and penalty interest.Fees are applicable according to N/FC's price list for non-payment.

#### 12.3 Other prices and fees

According to N/FC's prevailing price list, unless other prices have been agreed in a separate agreement. The price list is available on N/FC's website, firstcard.se.

#### 12.4 Changes to fees

N/FC is entitled to amend prices and fees or introduce new fees and cost compensation when justified by the cost situation. The annual fee and other fees related to arranging and using the card are payable according to N/FC's prevailing price list. The price list is available on N/FC's website, firstcard.se.

Price changes regarding annual fees, or the equivalent, apply as of the charging period that follows the price change. Other price changes are effective immediately. N/FC may charge to the account holder the prices and fees that the account holder is to pay. In annual payment, the account holder is invoiced the annual fee each year in the month in which the card or the service was ordered, or on one joint occasion for all cards.

#### 13. Identification and verification of cardholders

The account holder undertakes to identify the cardholder and certify such on the application. In the event of any uncertainty regarding the identity of the cardholder, N/FC is entitled to obtain supporting documentation from the account holder proving the identity of the cardholder. N/FC is entitled to deny issuing a card to a new cardholder and to terminate the card of an existing cardholder if, in the opinion of the bank, the identity of the cardholder has not been verified. N/FC is entitled to deny issuing a card to a new cardholder if the cardholder is listed on any of the sanction lists regarding international sanctions observed by N/FC in its operations.

### 14. Agreement term and termination

The agreement is valid until further notice. Both the account holder and N/FC are entitled to terminate this agreement at one month's notice. Notice of termination shall be in writing. If the account holder has neglected its obligations towards N/FC under these general terms and conditions, or if the account holder deceases, files for bankruptcy, suspends payments, or otherwise proves insolvent, or there is reasonable cause to assume that the account holder will not honour its obligations towards N/FC, N/FC is entitled to terminate the agreement with immediate effect and revoke the right to use cards, and block cards and/or a travel account, purchasing account. N/FC is moreover entitled to suspend use of cards, block cards and/or a travel account, purchasing account, and terminate the agreement effective immediately, or at a later date as determined by N/FC, if the account holder does not reply to the bank's questions or otherwise fails to assist N/FC in its ongoing customer due diligence. N/FC suspects that the card, travel account, purchasing account will be used for criminal activities or

otherwise used in contravention of prevailing legislation, or N/FC has cause to assume that the account holder/cardholder is acting or will act, in a manner which may cause losses to N/FC or a third party, or the account holder/cardholder becomes listed on any of the sanctions lists regarding international sanctions that N/FC observes in its operations.

In the event of a change in company form, or in the event of a merger, the agreement ends and a new application must be made. In such cases, N/FC reserves the right to run a new credit check. The outcome of the credit check and other information emerging by reason of the changed conditions could lead to N/FC finding that a new agreement may not be entered. In that case, the continuing right to use cards, travel account and purchasing account is then blocked with immediate effect.

In the event of termination or suspension of the agreement, the account holder's debt on the account, including the uninvoiced balance, falls due for payment immediately and the right to use the card and/or travel account, purchasing account ends simultaneously.

The account holder is responsible for informing N/FC's Customer Services that the agreement for an individual cardholder is to be terminated. Destroying the card without notifying N/FC does not mean that the agreement has been terminated. See also section 9.3 above.

#### 15. Amendments to the general terms and conditions

N/FC reserves the right to amend these general terms and conditions. An amendment comes into effect 14 days after the account holder has been informed of the amendment. Amendments which, in the opinion of N/FC, are negligible or to the benefit of the account holder may be applied with immediate effect. If, through laws, other statutes or decisions by authorities, regulations are issued that contravene these provisions, such regulations shall apply instead.

#### 16. Notifications/Information

The account holder is obliged to notify N/FC of any change of name or address. It is considered that correspondence sent by registered mail by N/FC to the account holder has been received by the latter no later than on the seventh day after dispatch, if the correspondence was sent to the address stated in the First Card application or which is otherwise known to N/FC. For account holders who have access to N/FC's online service [My Card Online] or other reporting service offered by N/FC, N/FC may provide information and issue notifications under these general terms and conditions via such channel. It is considered that the account holder received the information and notifications when issued in the manner described above. If the account holder has access to an online service or other reporting service offered by N/ FC, the account holder receives ongoing reports on payment transactions through reporting in the aforementioned services of executed and received payments. Information on payment transactions is otherwise provided or made available in the prevailing manner and at the prevailing frequency applied by N/ FC or as separately agreed between the account holder and N/FC. In the event of a change in name, address, company form and suchlike, and in the event of a planned merger, the account holder shall immediately inform N/FC and the cards shall be cancelled unless otherwise agreed with N/FC.Where applicable, N/FC issues a new card upon payment of a replacement card fee according to the current price list.

If N/FC considers that a supplier of account information services should be refused access to the account holder's account information held at N/FC, the account holder is notified thereof according to the stipulations above in this section, unless doing so is illegal or not doing so is justified for security reasons.

# 17. Other provisions

**17.1 Limited period of validity** The card is a valid for the period of time stipulated on the front of the card. Upon expiration of the period of validity, the card is automatically replaced with a new card, provided that these terms and conditions have been fulfilled.



Customer's page



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information purpose only. It is not a legally binding document.

17.2 Balance

Interest is not payable on any balance that the account holder has on the account.

#### 17.3 Services

Separate terms and conditions apply to services linked to the card and/or travel account, purchasing account and their use. The terms and conditions for this can be ordered from N/FC.

#### 18. Discharge from liability

N/FC is not liable for loss due to Swedish or foreign legislation, measures taken by Swedish or foreign authorities, acts of war, strikes, blockades, boycotts, lockouts, or other similar circumstance. The clause with respect to strike, blockade, boycott and lockout also applies if N/FC itself is the object of or undertakes such measures of industrial action. N/FC is not liable for losses that occur in other circumstances if it has acted with due care. N/FC is not liable for indirect loss unless such loss was caused by N/FC's gross negligence. For the execution of payment services, it is instead the case that N/FC is not liable in cases of unusual or unforeseeable circumstances over which N/FC has no control and the consequences of which were impossible for N/FC to avoid despite its every effort. Neither is N/FC liable when N/FC acts in accordance with Swedish law or EU law.

#### **19.** Governing law and courts

Swedish law shall govern this agreement. Disputes under these terms and conditions shall be settled in a general court.

#### 20. Insurance

With respect to any insurance linked to the card, reference is made to the separate insurance terms and conditions.

#### 21. Information regarding personal data processing

As a personal data controller, N/FC processes personal data to deliver the products and services agreed between the parties and for other purposes, such as compliance with laws and other rules. For detailed information about personal data processing, please see N/FC's data protection policy available by clicking on the following link: nordea.se/dataskyddspolicy, or contact N/FC. The data protection policy contains information about the rights of registered persons in the processing of personal data, such as the right to information, rectification, data portability, etc. The account holder shall forward N/FC's data protection policy to cardholders and other parties whose personal data is transferred to and processed by N/FC.

The bank will submit data on the card to a database that is managed by Mastercard or Visa, depending on the network with which the card is affiliated. The data will be updated when card details change, such as when a card is replaced. In cases where cardholders have registered their cards for recurrent payment transactions with a sales company, the latter is able to obtain updated information about the card through the database. This is so as to enable executing payment transactions uninterruptedly and pursuant to the cardholder's agreement with the sales company. If an account holder/cardholder does not wish for the bank to provide this information, they may contact N/FC on tel. 0771-40 71 70 and request that the card be blocked in relation to such updates.

**K** Customer's

