

# Agreement on First Card reporting service

1 (3)

Bank

Credit account no.

248105 -

ddress  Ve apply for access rights to the First Card reporting service for the following liser's name	Postal code City	Telephone
Ve apply for access rights to the First Card reporting service for the followin	Postal code City	
lser's name	ng persons (Address to be filled in if it	
	E-mail	Personal ID number
ddress	Postal code City	
	Mobile phone number	
Scope of whole company's information Only specific units / profit centres; state which		
lser's name	E-mail	Personal ID number
Address	Postal code City	
	Mobile phone number	
Scope of whole company's information Only specific units / profit centres; state which		
lser's name	E-mail	Personal ID number
ddress	Postal code City	
	Mobile phone number	
Scope of uthorisation Whole company's information Only specific units / profit centres; state which		
Price of First Card reporting service: charged according to valid Card so		ners
Ve have read the appended agreement terms of First Card reporting s		
Place and date	Place and date	

MKFC613PL 10.21 Nordea Bank Abp, Satamaradankatu 5, FI-00020 NORDEA, Finland, domicile Helsinki, Business ID 2858394-9



# Agreement on First Card reporting service

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Credit account no. 248105 -

		Telephone
Address	Postal code City	
apply for access rights to the First Card reporting service for the follow	ring persons (Address to be filled i	
er's name	E-mail	Personal ID number
dress	Postal code City	
	Mobile phone number	
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er's name	E-mail	Personal ID numbe
Address	Postal code City	
	Mobile phone number	
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ce of First Card reporting service: charged according to valid Card authorise the above-mentioned persons to use the First Card repo		stomers
have read the appended agreement terms of First Card reporting	service and accept them.	
ce and date	Place and date	
nature of company representative and name in block letters		

Customer

### Nordea

### 1. General

First Card reporting service ('hereinafter 'reporting service') of Nordea Bank Abp, (hereinafter 'Nordea') is a service provided by Nordea to which Nordea's corporate customer (hereinafter the 'company') can log in after having identified itself. Identification takes place with the identification data Nordea has delivered to the company. A prerequisite for adopting the reporting service is that the company has concluded an agreement on the service with Nordea.

These terms and conditions are observed in addition to the productspecific information and other instructions. Other First Card agreements and terms and conditions between Nordea and the company shall also be applied to this service. In so far as other agreement terms and conditions, instructions or manuals are in conflict with these terms and conditions, these terms and conditions take precedence, unless otherwise specifically stated. If there are differences between the different language versions of these terms and conditions, the Finnish version takes precedence.

The company is not allowed to use banking services with Netbank access codes/code app linked to Nordea reporting service, or connect accounts to them. The identification data of the reporting service may only be used for identification between the company and the reporting service.

#### 2. Service content

The company identifies itself by entering its identification data in the required manner when logging in to the reporting service. After identifying itself in the required manner, the company can access the reporting service for its First Card account. In the reporting service the company can produce and edit reports concerning the First Card account.

Nordea reports the content and functions of the reporting service in separate user instructions. Nordea is entitled to change the functions and content of the service. The content and functions of the services provided via the reporting service may differ from the content and functions of those provided in some other manner.

#### 3. Identification data

The amount of identification data to be delivered will be agreed upon separately. Netbank access codes, personal user IDs and other necessary identification data will be sent to persons agreed on with the company. The company agrees separately with Nordea on the persons employed by the company who are entitled to receive the identification data on the company's behalf. Nordea may replace the identification data by providing the persons employed by the company with new data. The identification data will be delivered to the address the company has stated to Nordea, unless Nordea and the company expressly agree otherwise. The company must notify Nordea immediately of any changes to its address.

The entering of the identification data in the manner required by the reporting ser-

The entering of the identification data in the manner required by the reporting service corresponds to the company's signature. All orders and transactions made using the company's identification data are binding on the company after the identification data has been given at log-in in the manner required by the reporting service.

The identification data consists of

- the user ID, the code app or the code calculator, the activation code and the PIN code:
- the user ID and the code card, and/or
- some other identification device approved by the bank.

#### 4. Storing of identification data and liability for their use

The company is liable to ensure that the users and the persons employed by the company who use the identification data are aware of the agreement terms and conditions related to the use and storing of the identification data under this agreement as well as of the information security instructions and undertake to comply with them

The identification data must be kept with care and it must be regularly ensured that the identification data is in a safe place. The identification data may not be surrendered to any other party than the authorised users and it must not fall into the hands of any third party. The identification data may not be copied, saved or duplicated in any other way than in Nordea's reporting service or in a manner accepted by Nordea. The parts of which the identification data consists of must be kept separate from each other.

If the identification data is lost or there is reason to suspect that the data has fallen or might have fallen into the hands of a third party, the company is liable to notify Nordea immediately so that unauthorised use of the services can be prevented.

The company undertakes to ensure that a person operating based on the identification data is entitled to act on behalf of the company. The company is responsible for any action taken by using the identification data and for any damage arising from these actions in full up to the moment when Nordea has been notified that the identification data is lost, a third party has illegally gained access to the identification data or that it has been illegally used and Nordea has had reasonable time to prevent the use of the service. If the user or the representative of the company has stored the identification data carelessly, or otherwise with its actions contributed to a third party getting possession of the identification data, the company is liable for all damage incurred to Nordea.

The company accepts that a person using its identification data is always entitled to act on behalf of and in the name of the company in the reporting service. The company is also liable for any damage if the person using the reporting service connects accounts to the service's Netbank access codes/user IDs in violation of this agreement.

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#### 5. Equipment, software and data communications

The company acquires at its own cost the hardware, software, telephone connections and other telecommunication links required for using the service as well as other necessary services and is liable for their usage and maintenance costs, security and proper functioning.

Nordea is entitled to interrupt the provision of the service to the company if the hardware, software or data communications used by the company endanger the security of the service. Nordea does not guarantee that the company's hardware supports the services provided by it. Nordea Finance Ltd and Nordea are responsible for the proper arrangement of data security with regard to their own data systems.

#### 6. Availability of the services

The reporting service is at the company's disposal at times agreed upon separately, excluding breaks caused by servicing, updating, maintenance and other corresponding reasons. Nordea does not guarantee uninterrupted access to the reporting service. For a well-grounded reason, Nordea may restrict the available service time of the reporting service by notifying the company to the effect. Nordea seeks to notify its customers of any restrictions well in advance.

#### 7. Verification of information and responsibility for given information

The company is liable for the correctness of the information it has submitted and for any damage which may be caused by the company submitting incorrect information to Nordea.

Nordea and any other service provider concerned have the right to save the information on the company's contacts and banking in its data systems. If necessary, Nordea has the right to surrender the banking information to another service provider concerned.

#### 8. Remarks

Any complaints or claims to Nordea or other service providers concerning the service or the agreement must be made without delay in writing within 90 calendar days at the latest from the transaction date.

#### 9. Copyright and trademarks

The copyrights and trademarks related to the reporting service belong to Nordea or other designated service provider. All copyrights and all rights to trademarks have been reserved.

#### 10. Right to interrupt provision of the service

Nordea has the right to immediately interrupt the use of the reporting service, if the company fails to comply with the terms and conditions of the services, is declared bankrupt, undergoes corporate restructuring proceedings, is placed in liquidation, applies for composition proceedings or suspends payments, or whenever Nordea has grounded reason to suspect use of the services in activities which are in breach of the law, or if use of the services may cause loss, damage or risk of loss or damage to Nordea, other service provider or a third party.

#### 11. Limitation of liability

Nordea is not liable for any damage arising due to force majeure or similar undue disruption of operations. A force majeure or any other of the above circumstances entitles Nordea to interrupt the provision of the service until further notice.

If Nordea Finance Finland Ltd acting as a subcontractor is faced with force majeure, it is

If Nordea Finance Finland Ltd acting as a subcontractor is faced with force majeure, it is deemed to concern Nordea as well, and Nordea and Nordea Finance are both discharged from liability for damages.

Nordea is not liable for any consequential or indirect loss or damage, such as loss of income or profit, disruptions to other contractual relationships or any other damage that is difficult to anticipate, due to disruptions or errors occurring in the service.

The company is not entitled to any compensation based solely on termination of this agreement or interruption of the service.

Nordea Finance or Nordea is not liable for the operations or services of other service providers, if any.

providers, if any.

The company is not liable for any consequential or indirect loss or damage incurred by Nordea, such as decrease or interruption in revenues or production or unobtained profit. The company's liability is limited in all cases to direct damage proven by Nordea.

#### 12. Amendments to the agreement, its terms and conditions and the tariff

Nordea is entitled to amend the agreement, its terms and conditions and the tariff. The procedure pertaining to entrepreneurs', companies' and corporations' cards defined in the bank's card terms and conditions will be applied to the amendments.

#### 13. Right of assignment

Nordea is entitled to assign this agreement with its rights and obligations to a third party.

#### 14. Entry into force, validity and termination of the agreement

The agreement on the use of the reporting service will enter into force once the contracting parties have signed it. The agreement is valid until further notice. Nordea reserves a delivery time for setting up the service.

The contracting parties can terminate the agreement in writing with immediate effect without a period of notice. If the company has not used the service in three months, Nordea may consider the agreement terminated without separate giving of notice.

If the First Card corporate card and travel account agreement between the company and Nordea ends, this agreement will also end without separate giving of notice.

#### 15. Applicable law and settlement of disputes

This agreement is governed by Finnish law. Any disputes arising from this agreement will be settled at the Helsinki District Court.

