

The cards offered by Nordea Bank Abp and Nordea Finance Finland Ltd (hereinafter "Nordea") include one or more facilities with which the cardholder can use the services of Nordea and other companies.

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Nordea Bank Abp and Nordea Finance Finland Ltd have been registered in the Trade Register maintained by the Finnish Patent and Registration Office. Nordea Bank Abp och Nordea Finance Finland Ltd have been registered in ECB's and Financial Supervisory Authority's registers of supervised entities.

Nordea Bank Abp's and Nordea Finance Finland Ltd's operations and activities are supervised by:

European Central Bank (ECB)  
Sonnemannstrasse 22  
60314 Frankfurt am Main, Germany  
Tel: +49 69 1344 0  
ecb.europa.eu

Financial Supervisory Authority  
Snellmaninkatu 6 / P.O. Box 103  
00101 Helsinki, Finland  
Tel: +358 (0)9 18351  
E-mail: finanssivalvonta@finanssivalvonta.fi

In addition, the Consumer Ombudsman serves as the supervisory authority for consumer customers:

Finnish Competition and Consumer Authority  
P.O. Box 5  
00531 Helsinki, Finland  
Tel: +358 (0) 29 505 3000 (switchboard)  
kkv.fi/en

The facilities that can be combined into cards as provided by Nordea include

- ATM use facility
- ATM cash deposit
- debit facility
- cashback in shops
- international ATM and payment card facility
- international charge and credit card facility
- membership facility
- loyal customer facility
- contactless payment facility.

In addition to these terms and conditions, card use is subject to the terms and conditions of the bank account linked to the card and/or the terms and conditions applied to the credit account, Nordea's valid general terms and conditions of payment transmission, as well as any terms and conditions for services used with cards. The card terms and conditions are primarily applied to card transactions.

In case of discrepancies between the different language versions of these terms and conditions, the Finnish version takes precedence.

## General card terms and conditions

### 1. Scope of application

These terms and conditions are applied to cards provided by Nordea.

### 2. Definitions

**A card transaction** is a cash withdrawal (in Finnish "Käteisnosto"), credit transfer or other payment where the card is concretely present or where card data is given to accept a transaction.

**Access codes** mean identification data in accordance with the agreement on services used with access codes between Nordea and the cardholder, or identification a third party has given to the cardholder, accepted by Nordea for this purpose (personal security codes).

**Accountholder** is a person or company to whose account the card is linked.

**ATM** is an automatic teller machine from which the cardholder can personally make cash withdrawals and which can be used for payment purposes, for example, loading of talk time.

**Authorisation hold** is placed at the time of a purchase and is normally removed when the corresponding debit entry is registered. However, this authorisation hold will fall off after the hold period determined by the bank has expired at the latest. The customer undertakes to ensure that the account always has the euro amount corresponding to the card transaction debit.

**Business day** is a day when Nordea is open for business so that it can execute its part of a card transaction.

**Cardholder** is a person to whom the bank has granted either a principal card or a parallel card.

**Card reader** is a device connected to an ATM or payment terminal that reads the card data electronically and sends payment details to the bank. An EMV card reader can also update the data on a chip.

**Card transaction** is a cash withdrawal, credit transfer or other payment made with the card where the card is concretely present or where card data is given to accept a transaction.

**Cashback** is a service offered by a merchant or another service provider where the cardholder can make cash withdrawal in a shop in connection with a purchase. Cashback can only be obtained as part of a card purchase.

**Chip card** is a card including a security processor, or chip, which contains memory. The chip comprises one or more EMV payment applications used at payment terminals. The chip can also include other applications than those used in payments.

**Co-branding card** is a card that carries the name or logo of a company cooperating with Nordea. The card can also include the other company's credit facility and be a membership and/or loyal customer card.

**Contactless payment facility** means a card facility where the payment transaction is accepted by holding the card close to the payment terminal. When a payment transaction is accepted with the contactless payment facility, there is no need to key in the Personal Identification Number.

The contactless payment facility is marked on the card with a contactless payment facility symbol. The contactless payment facility is included in the debit or credit feature of the card, depending on the card type.

**Corporate card** is a charge card, credit card or debit card granted to a company or an organisation. A corporate card is used for the purchases and business activities of a company. The cardholder may not use the card for payment of purchases intended for the cardholder's own use.

**Credit card or charge card** is a card issued by an international or a Finnish card corporation. The cardholder gets a bill on the payment transactions made with the card monthly or at some other interval. In the case of the charge card the total sum of the bill must be paid at once on a certain due date. For a credit card the cardholder usually gets an interest-bearing payment period.

**Credit/Debit card** is an international combination card issued by Nordea, including the facilities of two or several payment cards.

**Debit card** can belong to the Mastercard or the Visa system. A debit card is an international payment and ATM card issued by Nordea, which has been linked to the customer's account. Transactions made with the card are debited to the bank account linked to the card immediately and in full (providing a debit card, in Finnish "Debit-kortin tarjoaminen"). The card can also be used to make cash deposits (in Finnish "Käteistalletus") on the payment account linked to the card. The acceptance of the Mastercard Debit or Visa Debit at a sales outlet or ATM is indicated with the Mastercard or Visa logo. There are several kinds of debit cards which include different additional services.

**Deposit ATM** is a cash ATM which can be used to make cash deposits on the payment account linked to the card.

**EMV** is a payment system standard based on a chip card, which the international card companies Mastercard and Visa have developed together.

**First Card** is an international Mastercard or Visa charge card or a credit card allowing the cardholder to withdraw cash in addition to making payments. First Card may also be a travel account and/or some other account-related means of payment, such as a virtual card or virtual account. The payment liability for a First Card charge card or credit card can either be private, corporate or joint.

**The First Card app** is a mobile application provided by Nordea for cardholders to manage their First Cards.

**Geographical restrictions** means that the cardholder restricts card payments and cash withdrawals to a certain geographical area, such as Finland.

**Jointly and severally liable cardholder** is a parallel cardholder who jointly with the principal cardholder is liable for compliance with the terms and conditions of the credit linked to the card and repayment of the credit.

**Loyal customer facility** is a membership or loyal customer facility of a company cooperating with Nordea. The loyal customer facility is linked to cards named by Nordea separately.

**Mastercard** is an international payment card issued by Nordea and registered in the Mastercard Europe system. The card can be used for payments and cash withdrawals. The cards may be of different types and have different additional facilities.

**Means of distance communication** refers to telephones, mail, television, information networks or other means that can be used for concluding an agreement without the parties being simultaneously physically present.

**Nordea Business Deposit Card** is a card granted to a company or an organisation with which the company can make cash deposits at deposit ATMs on a corporate account in Nordea. The Deposit Card may only be used for depositing cash accrued from the company's own business operations to the account linked to the company's card at deposit ATMs approved by Nordea. The name of the organisation or entrepreneur (applicant and accountholder) to whom Nordea has granted the Deposit Card will be printed on the card. No cardholder's name will be printed on the card.

**Nordea's photo gallery** is Nordea's own collection of digital photos from which cardholders can select a photo for their cards.

**Nordea's picture card** is a payment or credit card defined by Nordea. The cardholder can design the appearance of the card using a picture taken with his or her own digital camera or from the photo gallery provided by Nordea.

**Other identifier approved by Nordea** is another identifier than a PIN approved by Nordea for each service separately, corresponding to the cardholder's signature and enabling the identification of the cardholder as a person authorised to use the card, such as a fingerprint.

**Parallel card** is a card granted to another person with the permission of the accountholder.

**Payee** is a merchant or service provider who receives a card payment.

**Payment account** is a bank account or a credit account to which a card has been linked.

**Payment ATM** is an automatic teller machine where cardholders identify themselves with card data and pay invoices and make credit transfers (in the Single Euro Payments Area) (in Finnish "Tilisiirto (SEPA-alueella)").

**Payment card added to an app** is a card that is added to an app approved by Nordea and downloaded to a mobile device, such as a mobile phone or tablet, e.g. a virtual wallet. What is said in these terms and conditions about a payment card or a card, including the terms and conditions governing its safeguarding, use and loss, shall also be applied to a payment card added to an app. In addition, the terms and conditions of each app are applied to payment cards added to an app.

**Payment card or card** is a payment instrument, including a payment card added to an app, that can be used for making payments.

**Payment terminal** is a device or system at the payee's location with which card data is read and verified. The payment terminal saves and authenticates purchase and cash withdrawal transactions and transmits them electronically for debiting. A payment terminal may be manned or unmanned. A manned payment terminal is supervised by a sales person, such as a payment terminal in a shop. An unmanned payment terminal is based on self-service, such as a service station automated fuel dispenser.

**Personal Identification Number (PIN)** is a confidential personal security code delivered by Nordea to the cardholder or selected by the cardholder. Keying the PIN in the card reader of an ATM or a payment terminal is equivalent to the cardholder's signature and identifies the cardholder as entitled to use the card.

**Principal card** is a card granted to a person who is named as the principal cardholder in the card and credit agreement.

**Recurring payment** is a payment charged for the purchase of products or services and debited to an account at regular intervals in accordance with the agreement between the cardholder and a payee. Each debit entry constitutes a separate card transaction.

**Service provider** is a credit institution, payment institution or other party offering payment services professionally.

**Spending limit** is a euro limit per invoicing period set for Mastercards. The credit account can be used within this limit.

**Travel account** is a service linked to a First Card account which can be used in travel agencies accepting the travel account as a payment instrument for the payment of travel purchases.

**Virtual card or virtual account** is a means of payment that can be used to make online payments or other remote payments. A virtual card works in the same way as a regular card but the cardholder is not issued a physical card.

**Visa card** is a debit card issued by Nordea. Transactions made with the card are debited to a bank account. A debit card is an international payment and ATM card that can be used to make payments or withdraw cash.

### 3. Cardholder's duties and liability

#### 3.1 Safeguarding of the card

The cardholder undertakes to safeguard his or her card and PIN. The cardholder must keep his or her card and PIN in separate places so that they cannot come into possession of a third party and be used together.

The cardholder is to take all actions regarded reasonable to safeguard the card and PIN and keep them in separate places to prevent the card or PIN from coming into the knowledge or possession of a third party. The cardholder undertakes to destroy the PIN sent by Nordea and not to write down the PIN sent by Nordea or selected by the cardholder in a way that is easily recognisable.

The cardholder is responsible for regularly verifying on the basis of conditions prevailing at any given time that the card is in a safe place.

When keying in the PIN, the cardholder is responsible for shielding the keyboard so that no third party can view the PIN used.

The card is the property of Nordea and it may not be altered or copied.

The card must be safeguarded so that it is not damaged. Before starting to use the card, the cardholder must sign the space reserved for signature on the card.

When the cardholder stops using the card before its validity has expired, or if so demanded by Nordea or some other company that has granted a card facility, the cardholder must cut the card in multiple pieces so that the chip and magnetic stripe are destroyed and return the cut card to Nordea if so requested. After receiving a new card from Nordea to replace a card that is about to expire, the cardholder undertakes to destroy the old card by cutting it in several pieces as described above.

#### 3.2. Loss of card

The cardholder must inform Nordea without delay if the card is lost, has fallen into the hands of a third party or has been seized by an ATM abroad, or if the PIN comes into the knowledge or possession of a third party. The report can be made by calling the centralised blocking service of Finnish banks which is open 24 hours a day (tel 020 333 from Finland, +358 20 333 from abroad). As regards First Card, the company's appointed card contact person can also file a report of loss instead of the cardholder.

#### 3.3. Validity

The validity of a card is stated on it by month and year. After the validity expires, the cardholder no longer has the right to use the card. The validity of the principal card and the parallel card may differ. The cardholder undertakes to return the card when so demanded by Nordea or a company that has granted another card facility.

The card can be renewed provided that the card agreement and account agreements are valid and the cardholder has complied with them and the cardholder is still authorised to use the account linked to the card.

If Nordea no longer offers a facility included in the expired card, Nordea has the right to replace the previous facility with a new corresponding facility at the time of renewal.

A card can be sent by mail to the address indicated by the cardholder to the bank.

#### 3.4. Cardholder's liability

The cardholder undertakes to pay the debt incurred from purchases, cash withdrawals, recurring payments and other card transactions to Nordea or company that has granted another card facility by:

- accepting the card transaction by confirming it with the PIN or another identifier approved by Nordea or in some other way
- using the card on the Internet
- using the card with the contactless payment facility or at payment terminals or automated payment devices that do not require a PIN.

- using the card in mail or telephone orders without the PIN or using the card at car rental companies or hotels that may be, according to standard practice, entitled by virtue of an agreement to charge a credit card retroactively and without the cardholder's signature for any reasonable uncharged fuel, telephone, minibar and meal costs and any other costs incurred by the cardholder, and costs related to uncanceled hotel reservations.

The accountholder and a jointly and severally liable cardholder are responsible for

- all transactions made with any card linked to the account
- all card transactions that are made before Nordea has received a notice of termination and before all cards linked to the account have been returned to Nordea
- providing sufficient cover in the account for card transactions
- use of parallel cards.

Complaints concerning card transactions executed with the card must be made in writing without delay after the card transaction date. To make a complaint the cardholder must keep the receipt of the card transaction until he or she is able to confirm that the transaction is correct by checking the account statement or invoice. After having received a notification that a card transaction has been debited to the account linked to the card, the cardholder must in any case make a complaint within thirteen (13) months from the debiting of the card transaction. The cardholder is considered to have received a notification of a card transaction in accordance with the applicable bank or credit account terms and conditions.

If the cardholder uses services of a third-party service provider with payment cards, any complaints concerning the services must be addressed to the service provider concerned.

If the cardholder asks Nordea to track a card transaction he or she considers incorrect and the transaction proves to be correct, Nordea is entitled to charge costs according to its tariff for the tracking. In addition, Nordea has the right to charge the costs which are caused to it by the tracking and which it has to pay to the payee's service provider, located outside the European Economic Area, that has participated in the execution of the card transaction.

The cardholder has the right to request Nordea to refund the amount of a card transaction within eight (8) weeks of the debiting of the transaction to the account linked to the card, if

- the cardholder has not accepted the exact amount of the transaction and
- the amount of the transaction is considerably higher than the cardholder has been able to anticipate, for a reason other than a change in the exchange rate, taking into account previous similar payment transactions and other circumstances.

The cardholder is not entitled to a refund of a transaction amount, if a service provider of the payee located outside the European Economic Area has participated in the execution of the card transaction.

#### 3.5. Card use

A card and the PIN connected to it may only be used by the cardholder. The cardholder's personal PIN or other identifier approved by Nordea and the card number correspond to the cardholder's signature. The cardholder consents to the recipient of the payment checking his or her identity and recording the last four characters of his or her personal identity number in the purchase receipt. The cardholder consents to the payee placing an authorization hold for a payment or withdrawal on the account linked to the card.

Contrary to what is said above, the accountholder of a Nordea Business Deposit Card may and must state the Deposit Card's PIN to the person who makes a cash deposit at the deposit ATM in accordance with the ATM's instructions.

The accountholder is liable to register to whom each Deposit Card has been surrendered and to inform Nordea afterwards on request who has made a cash deposit using the Deposit Card in question.

The authorization hold is removed when the card payment is debited or upon the expiry of the hold period determined by the bank at the latest.

When using a combination card, the cardholder must state which card facility he or she wishes to use. After stating a choice it cannot be changed.

Cashback is only available at points-of-sale offering this service. Cashback is a service of the company offering cashback and any fee debited for it is determined by the company offering the service. A card transaction confirmed with the PIN or other identifier approved by Nordea includes the cash withdrawal and the amount of the card purchase.

The cardholder concludes an agreement on recurring payments with the relevant payee. The cardholder accepts the first payment to be debited on the Internet, at a payment terminal or in some other manner in accordance with the card terms and conditions. After the first payment, recurring payments are debited to the account automatically in accordance with the agreement between the cardholder and the payee. The amount can be fixed or variable on the basis of the used services. The cardholder is liable to check that the amount debited for a recurring payment is correct. When the cardholder wants to terminate the service, he or she must contact the payee. The debiting of a recurring payment accepted on the Internet requires that the cardholder enables online payments with the card for the entire period during which the recurring payments are debited.

If the card is renewed during the validity of the agreement on recurring payments, e.g. towards the end of its validity, the bank will automatically provide the payee with the new card information required to continue the debiting of the transactions subject to the agreement on recurring payments. If the cardholder does not wish the bank to provide the information on the renewed card to the payee debiting the recurring payment, the cardholder must inform the bank thereof.

Before accepting a card transaction by entering the PIN, by using another identifier approved by Nordea or the contactless payment facility or by some other means, the cardholder must check that the currency, amount and payment method recorded for the transaction are correct.

The recipient of a card payment may be entitled to charge a fee for payment with card.

A card may also be used for identification without a payment or withdrawal in accordance with the terms and conditions agreed between the cardholder and a service provider, if Nordea has consented to it. The cardholder must comply with the obligation to safeguard the PIN stated in the card terms and conditions also when using the card for identification purposes.

Only applications approved by Nordea can be loaded on a card chip, and they can only be updated with Nordea's consent.

The cardholder is also responsible for such charges and fees agreed with a third party which he or she has accepted by using the card.

A card reported lost or fallen into wrong hands may not be used.

A card/parallel card may not be used after a card agreement or account agreement has been terminated or dissolved, the account has been blocked, the cardholder's right to use the account linked to the card has been terminated or the accountholder has blocked the card.

Nordea debits card transactions to the account linked to the card or registers them to the credit account linked to the card at the latest on the business day following the day on which it received the necessary information for executing the transaction. Purchases and cash withdrawals made abroad are debited in euros. Depending on the card, the wholesale exchange rate of the currency used in either the Mastercard Europe or Visa International system is applied and a maximum of 2,25% of the transaction amount

is added to the exchange rate. The rate is determined according to the date on which the transaction is transmitted from the credit institution that received it to Mastercard Europe or Visa International. On its website, the bank publishes its exchange rates in relation to the reference exchange rate of the European Central Bank in order to facilitate the comparison of exchange rates and the costs charged for currency conversion in the EEA. If the cardholder makes a card transaction in an EEA currency other than the euro, Nordea will notify the cardholder through a digital communication channel of the difference between the exchange rate used in the currency conversion and the European Central Bank's reference rate. The digital communication channels used by Nordea are our Nordea Mobile -mobile banking- and the First Card -app. Other digital communication channels used at any given time are stated on Nordea's website. The cardholder has the possibility to opt out of the notifications in the digital communication channels. In the case of companies, Nordea may deviate from sending the aforementioned notifications.

The rate used for a card transaction is given in the transaction details on the account statement of the account linked to the card or in the invoice.

### 3.6. Card use at ATMs

With a card and a PIN or other identifier approved by Nordea, the cardholder can make cash withdrawals and cash deposits or top up a prepaid subscription at Otto ATMs and make payments at Nordea payment ATMs using the card for identification. If the card facilities allow the card to be used abroad, cash withdrawals can be made outside Finland from ATMs carrying the card's symbol.

When using an ATM, the cardholder is obligated to observe the instructions given by or displayed on it. The cardholder must be prepared for interruptions in ATM functions or disturbances in data communications and for different ATM-specific operating hours.

The maximum and minimum amount of a single cash withdrawal is ATM-specific and it may be indicated on the ATM. A maximum euro amount has been set for a one-off cash deposit made at an ATM. Similarly, an ATM-specific number limit for notes deposited has been set. In addition, the customer-specific monthly cash deposit limit set by the bank is taken into account when deposits are made.

The balance and transaction details of the account linked to a card are saved in the data system of the organisation owning the ATM used in Finland and operating on behalf of the bank.

### 3.7. Card use on the Internet

The cardholder can pay for products and services purchased on the Internet using the card number, the validity date of the card, the 3-digit security code on the back of the card and any other necessary codes, such as the Netbank access codes. It is recommended that the cardholder only uses the card in the services of such online merchants that have registered for Mastercard's or Visa's secure online payment service or that the cardholder otherwise knows to be safe. The cardholder must enable online payments with his or her card if he or she wants to make purchases on the Internet with the card. Merchants that have registered for Mastercard's or Visa's secure online payment service display a symbol verifying that on their Internet page. When using his or her card on the Internet in the online shop of such a merchant, the cardholder is obliged to follow the instructions given by Nordea and the Mastercard or Visa service.

### 3.8. Cardholder's possibility to restrict card use

The cardholder has the possibility to restrict card use in a manner determined by Nordea. Available restrictions include daily security limits, online use and geographical usage restrictions. Depending on the card features, the cardholder can restrict the amount available for daily cash withdrawals with the card and the amount of payments made in Finland at Nordea payment ATMs that are immediately debited to the account linked to the card by setting card-specific security limits. The 24-hour period determining the security limits always ends at midnight Finnish time (UTC+2).

### 3.9. Card misuse

The cardholder's and accountholder's liability for unauthorised use of a card ends when the banks' joint blocking service, a Nordea branch in Finland during the opening hours or Nordea Customer



Service has received a notification of the loss of the card or PIN or of them falling into the wrong hands or of their unauthorised use, unless the cardholder has intentionally made a false notification or otherwise acted in a fraudulent manner.

The cardholder's and account holder's liability is restricted to 50 euros, unless otherwise provided below.

The cardholder and account holder are responsible for the illegal use of the card only if

- the cardholder has given the card, the PIN or other identifier approved by Nordea to a third party,
- the card has fallen into the hands or the PIN or other identifier approved by Nordea into the knowledge of a third party due to the cardholder's negligence to fulfil his or her obligations under section 3.1 of these terms and conditions, or
- the cardholder or account holder has failed to notify Nordea in the manner described above of the loss of the card, or of the card, PIN or other identifier approved by Nordea falling unlawfully into the hands of a third party, or of their illegal use immediately after noticing it.

In such a case, the customer's liability is restricted to 50 euros, unless otherwise provided below.

However, the cardholder's and obliged's liability for the illegal use of the card is not restricted, when

- the cardholder has given the card or PIN or other identifier approved by Nordea to a third party,
- the cardholder has made a false notification, or
- the cardholder has acted fraudulently, deliberately or with gross negligence.

The cardholder is not liable for any unauthorised use of the card if Nordea has not required strong customer identification as referred to in the payment services act and subject to another act, decree or regulation issued by the authorities.

The cardholder and obliged are not liable for damage if the payee has not taken due care in confirming the right of the person presenting the card to use it.

### 3.10. Restriction of loss

A customer who has suffered loss must take reasonable measures to limit the loss.

However, damages paid based on actions in breach of law or an agreement can be conciliated, if the damages are unreasonable taking into consideration the reason for the breach, the cardholder's possible contribution to the loss, Nordea's possibilities to anticipate and prevent the loss and other circumstances.

### 3.11. Duty of disclosure

The cardholder must disclose his or her name, personal identity number and telephone number to Nordea, as well as any changes in these, and disclose his or her address and give a specimen signature.

The account holder is obligated to convey Nordea's notifications concerning this agreement to a cardholder who is not an account holder.

### 3.12. Cardholder's right to receive information on the agreement terms and conditions during the validity of the contractual relationship

The cardholder may request the agreement terms and conditions from Nordea during the contractual relationship free of charge. Nordea will deliver the information by sending it to the cardholder to netbank service or to an other electronic service approved by Nordea or by sending it to the cardholder in writing or in a separately agreed manner either in an electronic format or in some other permanent format.

### 3.13. Withdrawal from a card agreement

A consumer cardholder is entitled to withdraw from a card agreement made using a means of distance communication by giving Nordea a notice of withdrawal within 14 days of receiving notification of an accepted credit application and of the date on

which the cardholder has received, or has been able to receive, a copy of the card agreement.

The notice of withdrawal shall be made within the specified time

- by mail to Nordea Bank Abp, Card Services 2508, Aleksis Kiven katu 3-5, 00020 NORDEA
- at a Nordea branch located in Finland, or
- at Nordea's netbank service.

The notice of withdrawal must be specified and include at least the following information:

- cardholder's name
- cardholder's personal identity number
- number of the card affected by the withdrawal
- number of the account linked to the card
- cardholder's signature.

If other services have been linked to the card, they will also be cancelled upon the withdrawal.

The right of withdrawal does not exist if the agreement concerns a picture card manufactured according to the cardholder's wishes.

### 3.14. Minor as cardholder

Nordea can issue a debit card to a minor under his or her own name. A Mastercard parallel card can also be issued to a minor as a combination card or as a credit card only. A minor may use the Nordea services attached to the card. A minor needs the consent of his or her guardians for applying for a card, for receiving a PIN, for attaching a card to services offered by Nordea and for using the card for online payments.

The guardians and the minor must sign the card application and agreement together and they are jointly and severally liable for meeting the terms and conditions of the card agreement. If a minor's card is a combination card, the credit card holder is liable for the use of the card credit and the guardians and the minor jointly and severally for the use of the minor's bank account. A minor is notliable for any charges imposed due to an overdraft, but the minor's guardian is liable for them.

## 4. Nordea's duties and rights

### 4.1. Granting a card and monitoring its use

Nordea processes personal data needed for the granting and supervision of cards. The personal data is obtained from the applicant, from registers maintained by the authorities, from registers maintained by Nordea and companies belonging to the same group, from organisations providing credit information, such as the credit information register of Suomen Asiakastieto Oy, and/or from other reliable sources. Data obtained by Nordea for the purpose of knowing its customer may be used for making the credit decision. Nordea states the processing of credit information in the card application.

Nordea is not obligated to give reasons for decisions made on the basis of the card application, unless the reason for a refusal is an entry concerning the card applicant in the credit information register of an organisation providing credit information.

### 4.2 Right of transfer

Nordea and other card facility providers are entitled to transfer the administration and financing of a card to a third party designated by them, as well as to transfer their claims and other rights and duties, in full or in part, based on this agreement, including the right of further transfer, to a party designated by them.

### 4.3. Charges and fees

Nordea has the right to charge and debit to the account linked to a card the charges and fees according to its currently valid tariff. Such charges and fees include:

- charges and fees related to granting, using, investigating and changing a card
- payment for a picture card
- a fee for a PIN ordered to replace a forgotten PIN
- a finder's reward paid to a person who has found a card lost by the cardholder
- a confiscation fee for a card that the cardholder uses in violation of the card terms and conditions or account terms and conditions
- interest and fees resulting from an overdraft
- a fee for copies of receipts and documents.

Cash withdrawals made abroad with a card intended for international use are subject to costs according to Nordea's tariff.

#### **4.4. Right to disclose information and consent to the processing of information**

By using the card and the payment services connected to it, the cardholder explicitly consents to Nordea processing personal data that is necessary for providing the payment services.

As a data controller Nordea processes personal data to deliver the products and services that are agreed between the parties and for other purposes, such as to comply with laws and other regulations. For detailed information on Nordea's processing of personal data, please review Nordea's privacy policy, which is available on Nordea's website or by contacting Nordea.

The privacy policy contains information about the rights in connection with the processing of personal data, such as the access to information, rectification, data portability, etc. Nordea has the right to disclose the cardholder's personal information to a company granting some other card facility, to companies offering additional facilities related to the card and to corporations receiving notifications of card loss. Furthermore, Nordea has the right to disclose the cardholder's contact data to a payee that has received a card payment or to a company managing card payments on such a company's behalf. Nordea has the right to disclose information related to the use of the card to a corporation acting on behalf of Nordea, to another bank, to a party that accepts the card as a payment instrument, to card companies, to a corporation offering ATM services on behalf of Nordea, to the accountholder and to a jointly and severally liable cardholder.

Nordea and the relevant payee have the right to acquire and exchange information concerning the accountholder and cardholder and use of the card, to respond to cover inquiries, to place an authorization hold and give other instructions related to card use.

#### **4.5. Communication between Nordea and the cardholder**

Nordea sends notifications concerning these terms and conditions to the cardholder in accordance with section 3.12.

The cardholder sends notifications concerning these terms and conditions to Nordea in writing or in another manner separately agreed on.

When contacting Nordea during the agreement period, the cardholder can use either the Finnish or Swedish language according to agreement. If the cardholder wants to use another language, this requires the bank's consent. The cardholder is responsible for acquiring interpretation services and for the related costs.

Nordea will issue notifications concerning the security of the payment service on its website or through other electronic services approved by Nordea, such as Netbank.

If the cardholder has filed a complaint with Nordea, Nordea will reply to it in writing or electronically.

#### **4.6. Nordea's liability**

Nordea is not liable for any deficiencies or defects in products or services purchased with the card.

Nordea is liable to compensate the cardholder for any loss of interest arisen from a card transaction that has been left unexecuted or has been executed incorrectly or with a delay for a reason on Nordea's responsibility by restoring the payment account in the state in which it would have been without the debit or by compensating the loss of the account interest in some other manner.

If a cardholder claims for a refund of a card transaction on the basis that it has been executed without authorisation for a reason considered Nordea's liability, Nordea will refund the amount debited

for the payment without delay and no later than on the next banking day on which Nordea detected the unauthorised payment transaction or was notified of it. In this case, the refund is contingent, and Nordea will debit the amount again if the refund is unjustified. Alternatively, Nordea investigates the lack of authorisation for the payment transaction, in which case the funds will not be refunded within the period specified above in this clause. However, Nordea does not refund a payment transaction alleged to be unauthorised if Nordea has a justified reason to suspect an intentional false notification or other fraudulent procedure.

If Nordea is liable, for a reason mentioned in the paragraph above, to refund the payment, Nordea restores the payment account in the state in which it would have been without the debit or compensates the loss of the account interest in some other manner.

Nordea is liable for indirect damage it has caused to the cardholder through negligence only when the damage arises from a procedure that is in breach of the obligations as provided in the payment services act. In such a case indirect damage refers to loss of income caused by Nordea's faulty procedure or measures arising from it, damage caused by an obligation based on another agreement, or other comparable damage. However, Nordea is not liable for indirect damage caused by an error or negligence in the execution of a card transaction.

The cardholder is not entitled to receive compensation from Nordea unless the cardholder notifies the bank of an error within a reasonable time from the date on which the cardholder detected, or should have detected, the error.

Nordea is not liable for damage caused by the use of the card at an ATM incorrectly or contrary to instructions or by the use of the card on the Internet contrary to instructions.

Nordea does not guarantee uninterrupted operation of the ATMs or Visa's and Mastercard's authentication services. Nordea is not liable for any malfunction or errors in the ATMs used by its account holding customers or for any direct damage or loss caused by malfunction of the Visa's or Mastercard's services, if the malfunction has been detectable.

Nordea is not liable for damage caused by Nordea's failure to execute a payment due to insufficient cover on an account. Nordea is not liable for ensuring that all merchants have chip card readers in use that accept the card, or that all ATMs have a chip card reader that accept the card.

#### **4.7. Nordea's rights**

Nordea has the right to respond to cover inquiries concerning cash withdrawals and/or purchase transactions made with the card and to place an authorization hold for the transaction on the account linked to the card.

Nordea is entitled to debit to the account linked to the card any cash withdrawals and payments which the cardholder has accepted in some way, such as by using the card with its PIN or other identifier approved by Nordea, by using the card on the Internet or by using the card with the contactless payment feature or at payment terminals or automated payment devices that do not require a PIN, and to credit them to the account of the possible payee.

Nordea is responsible for entering debits into the account linked to the card.

Nordea has the right to charge debit card payments to the account linked to the card within the general period of limitation of a receivable.

Nordea is entitled to change the upper limit and lower limit for cash withdrawals and payments made with cards without observing the amendment procedure for the agreement and the card terms and conditions.

Nordea and a company providing ATM services on its behalf, a company that has granted another card facility and a company receiving card payments have the right to confiscate a card at Nordea's request for a justifiable reason.

Nordea has the right to forbid or limit the use of the card for:

- security reasons
- for a reason attributable to the law or other authoritative order
- if the card is used unlawfully or fraudulently or there is reason to suspect such use or
- if the card entitles to the use of credit and the risk that the accountholder is not able to fulfil his or her payment obligations has increased considerably
- if Nordea suspects that the payee is a fraudulent party.

The risk of the accountholder failing to fulfil his or her payment obligations is deemed to have increased considerably if for example:

- the accountholder becomes insolvent
- the accountholder files for debt restructuring, corporate restructuring or bankruptcy
- the accountholder is dead or assigned a guardian
- charges or fees related to the card have not been paid or the cardholder has other delayed payments or registered defaults.

Nordea is entitled to block the use of the card when the cardholder's authorisation to use the account linked to the card has been terminated or at the request of the accountholder. When the card in question is a combination card, all payment facilities will be blocked. Nordea informs the cardholder of the blocking of the card immediately after it has been blocked.

Nordea may check card transactions and the cardholder's information for economic or other sanctions set by the European Union or the United Nations Security Council as well as for sanctions, notifications and orders published by Finnish and foreign authorities and other similar parties, such as the Office of Foreign Assets Control (OFAC), (hereinafter 'international sanctions') and, if necessary, demand from the cardholder further information on the card transactions or on himself/herself and take the measures required by the international sanctions, such as blocking the card's use.

## **5. Amendment of the agreement, its terms and conditions and the tariff**

Nordea is entitled to amend the agreement, its terms and conditions and the tariff.

Nordea will send the cardholder a notification of an amendment to the agreement, its terms and conditions or the tariff according to section 3.12. of these terms and conditions.

Any changes will become effective on a date stated by Nordea, but after two (2) months from the sending of the notification to the cardholder at the earliest.

The consumer customer is considered to have accepted the amendment and the agreement continues as amended unless the consumer customer notifies Nordea in writing in an agreed manner electronically by the notified date of entry into force of the amendment that he or she objects to the amendment. The amending procedure of companies has been agreed on separately.

If the cardholder does not approve an amendment to the card agreement or its terms and conditions, he or she has the right to serve a notice of termination of the agreement according to section 7 of these terms and conditions. Nordea does not charge any costs for the termination.

## **6. Notification date**

A written notification from Nordea is considered to have been delivered to the cardholder or accountholder on the seventh (7th) day after the notification was sent at the latest, if it was sent to the cardholder's or accountholder's latest address given to Nordea or the Population Register Centre.

An electronic notification is considered to have been delivered to the cardholder or accountholder no later than on the seventh (7th) day after Nordea has delivered the notification to netbank service or to an electronic service approved by Nordea or through some other agreed electronic means.

## **7. Validity of the agreement**

The agreement is valid until further notice.

The cardholder or accountholder is entitled to terminate the card agreement with immediate effect. The termination also concerns all card facilities and services related to the card.

Nordea has the right to terminate the card agreement to end two (2) months after serving the notice of termination.

Nordea has the right to dissolve the agreement with immediate effect when the account linked to the card is terminated or closed or if the cardholder materially breaches the card or account terms and conditions. If a co-branding company or other company that has granted a loyal customer facility serves a notice of termination on a card facility it has granted, the validity of the card agreement ends concurrently with the terminated card facility.

Nordea has the right to inform a company that has granted another card facility of the termination or dissolution of the card agreement.

Nordea informs the cardholder of the termination or dissolution of the agreement in writing.

## **8. Force majeure**

A contracting party is not liable for loss caused by non-fulfilment of its obligations on account of an unusual or unpredictable obstacle beyond its control, if it can prove that it has been unable to prevent or overcome the consequences by the exercise of due diligence. Nordea is not liable for loss if the fulfilment of obligations based on this agreement is against its obligations laid down by other legislation.

Force majeure or other circumstance as described above entitles Nordea to discontinue providing the service until further notice.

A contracting party is obligated to notify the other contracting party of having been affected by force majeure as soon as possible. Nordea may do this by publishing an announcement on its website or in a national daily newspaper etc.

## **9. Customer advisory service and rectification measures**

The cardholder must without delay inform Nordea Customer Service of Nordea's error concerning a card and of his or her possible claim related to the error.

The Customer Service number for personal customers is 0200 70 000 and for corporate customers 0200 2121. Calling costs are local network charge or mobile call charge. The opening hours of the Customer Service numbers are stated at [nordea.fi/en](https://nordea.fi/en).

If a dispute related to a loan cannot be solved in negotiations between parties, the consumer may turn to the Finnish Financial Ombudsman Bureau ([fine.fi/en](https://fine.fi/en)), which provides independent advice and guidance for customers free of charge. The Finnish Financial Ombudsman Bureau (FINE) and its Banking Complaints Board provide solution proposals in disputes. FINE does not handle disputes that are pending in or have been processed by the Consumer Disputes Board or a court of justice. The easiest way to initiate the handling of a complaint is to send an online contact form available at [fine.fi/en](https://fine.fi/en).

Consumers are also entitled to file a complaint with the Consumer Disputes Board ([kuluttajariita.fi/en](https://kuluttajariita.fi/en)). Before filing a complaint with the Consumer Disputes Board, consumers must contact the consumer rights advisers at a Local Register Office ([kuluttajaneuvonta.fi/en](https://kuluttajaneuvonta.fi/en)).

## **10. Applicable law and jurisdiction**

This agreement and its terms and conditions are governed by Finnish law.

Any disputes arising from this agreement are to be settled by the Helsinki District Court. Consumer customers are, however, entitled to submit disputes to the district court of the Finnish municipality in the jurisdiction of which the customer is domiciled or permanently resident. If the consumer customer does not have permanent residence in Finland, disputes will be settled by the Helsinki District Court.

## Special card terms and conditions

### 1. Visa cards

Acceptance of Visa cards at ATMs and in sales outlets is indicated by a logo. The cards can be used to make payments and withdraw cash in Finland and abroad. Transactions made using the card are debited to the bank account linked to the card. Regardless of the amount of payments and cash withdrawal transactions made with the card, an authorisation hold is generally placed on the account linked to the card. Depending on the card type, the security limit for payments may also include card purchases in Finland and abroad.

### 2. Mastercards

Acceptance of Mastercards at ATMs and in sales outlets is indicated by the Mastercard logo.

Mastercards can be either Debit or Credit Cards or combination cards.

Mastercard Debit is a payment card feature linked to a Mastercard Credit Card. Transactions made with Mastercard Debit are debited to a bank account the cardholder has with Nordea, and the feature can also be used for payments abroad.

The credit linked to a Mastercard is subject to the terms and conditions of the Mastercard credit account.

The use of Mastercards is invoiced subject to a credit agreement made with Nordea. In addition to payments concerning the card, invoicing includes any charges stated in the credit agreement.

Mastercards may be used within the credit limit agreed in the Mastercard credit agreement.

Depending on the card, an invoicing period specific spending limit may be set on a Mastercard, limiting the cardholder's credit amount either on a parallel card or a principal and parallel card. The credit account holder can set different spending limits for different cards.

The spending limit may be overdrawn due to payment transactions which do not require authentication.

An authentication limit may be set for single purchases made in Finland. The cardholder may not circumvent this limit by dividing a single payment into several payments. Mastercard Europe and Nordea are entitled, without stating cause, to alter the authentication limit of Mastercards or to refrain from approving individual purchase transactions.

### 3. Card with loyal customer facility

The use of a membership or loyal customer facility linked to a card is governed by the rules and/or terms and conditions of the relevant membership or loyal customer scheme.

### Recording of customer information

The organisation offering the membership or loyal customer scheme and Nordea are entitled to record information on the cardholder and the card in order to administer the card and the loyal customer facility.

The organisation offering the membership or loyal customer scheme and its cooperation partners will not use any payment transaction information received from Nordea on the use of the card or other information subject to bank secrecy in their marketing, unless the cardholder has given a separate consent for it.

### Renewal of the card

If the cardholder's membership or loyal customer status expires or the cooperation between the organisation offering the membership or loyal customer scheme and Nordea ends, the card can no longer be used as a sign of membership or loyal customer status. In such a case, Nordea is also entitled to replace the card to which the membership or loyal customer status is linked with Nordea's corresponding payment card.

## Complaints

All complaints concerning membership or loyal customer status must be made to the organisation offering the relevant membership or loyal customer scheme in accordance with the rules and/or terms and conditions of the relevant membership or loyal customer scheme. Complaints concerning card transactions made with the card must be made to Nordea Customer Service.

### 4. Nordea's picture cards

#### 4.1. Applying for cards

##### 4.1.1. Self-designed card

An application for a self-designed picture card can only be made in Nordea's netbank service. The applicant must append to the application his or her own picture material which he or she wants on the card. The picture material must fulfil Nordea's rules concerning picture cards and the material will not be returned to the applicant.

##### 4.1.2. Photo gallery card

Application for cards with a photo from Nordea's photo gallery must be made through Nordea's netbank service or at a Nordea branch.

#### 4.2. Renewed cards

If the cardholder does not notify Nordea of any changes within three (3) months before the expiry of the validity of a picture card, his or her card will be renewed using the picture material of the present card, or without a picture if the present picture has been removed from the photo gallery. The bank will charge a fee in accordance with its tariff for renewing a picture card.

#### 4.3. Cardholders' rights and obligations

##### 4.3.1. Rights to the picture material

The cardholder reserves all his or her rights to the picture material delivered to Nordea.

The cardholder obtains no rights to the photo selected from Nordea's photo gallery. Their rights remain property of their owners.

##### 4.3.2. Cardholder's liability

The cardholder is liable to ensure that he or she has permission to use the picture material he or she has delivered and that the picture material complies with the rules Nordea has set for pictures.

The cardholder is responsible for any disputes arising from the picture material he or she has delivered and for ensuing legal expenses, damages and other possible costs.

The cardholder is liable to ensure that the picture material he or she has delivered does not contain any computer viruses or other malicious software which can disturb or paralyse hardware or software.

##### 4.3.3. Complaints by cardholders

The cardholder must make any complaints regarding picture cards without delay and within 14 days of receiving the card. If a complaint has not been made within the deadline set, the cardholder is considered to have approved the card delivered to him or her.

#### 4.4. Nordea's rights and obligations

##### 4.4.1. Approving the picture material

Nordea has the right not to accept, without stating any justification, picture material delivered by an applicant that is against the rules on picture cards or otherwise unsuitable. Nordea will inform the customer through netbank service if the picture material is unsuitable.

Nordea informs a card applicant of the rejection of the picture material he or she has sent through netbank service within three business days of the delivery of the picture material to Nordea.

Nordea is not liable to check the picture material sent by an applicant or that an applicant has the right to use the picture material.

##### 4.4.2. Storing the picture material

Nordea and the card manufacturer have the right to store the picture material sent by a card applicant in their system.



Nordea and the card manufacturer have the right to remove from their systems any picture material sent by an applicant that does not comply with the rules set for Nordea's picture cards. Nordea has the right to remove a file containing such picture material and forward the material to competent authorities, if the material may make the customer liable under criminal law or if it violates valid official rules and regulations.

#### **4.4.3. Providing picture cards**

Nordea has the right to cease providing picture cards and to remove and add pictures in the photo gallery without a separate notification to the cardholders.

If Nordea has ceased providing picture cards or removed a picture selected by the cardholder from the photo gallery, Nordea has the right to provide a renewed card without a picture.

#### **4.4.4. Transfer of information**

Nordea has the right to transfer to the card manufacturer and a possible sub-contractor approved by Nordea the card applicant's personal data needed for manufacturing the card.

### **5. Cards for entrepreneurs, companies and corporations**

If the card has been granted for the business operations of an entrepreneur, corporation or company, the accountholder and cardholder do not have the status of consumer referred to in the Consumer Protection Act.

#### **Definitions**

Accountholder is an entrepreneur, a general partnership or limited partnership, a registered limited liability company, cooperative, association, foundation, or other juridical person approved by the bank.

Cardholder is a natural person named by the accountholder.

#### **Applicable card terms and conditions deviating from the general card terms and conditions**

The accountholder and cardholder are jointly and severally liable for ensuring that the card is used in accordance with the card terms and conditions.

The accountholder and cardholder are jointly and severally liable for any cash withdrawals, payments and other transactions made with the card, when the accountholder is an entrepreneur, general partnership or limited partnership, unless agreed otherwise.

However, as regards cards purely with corporate payment liability, the accountholder is solely liable for all cash withdrawals or payments made and other actions taken using the card and for ensuring that the cardholder complies with these terms and conditions and Nordea's instructions for safe card use.

#### **Accountholder's right to receive information on the agreement terms and conditions during the contractual relationship**

The accountholder can request the agreement terms and conditions from Nordea during the contractual relationship. Nordea delivers the information to an online service, to netbank service or to an other electronic service approved by Nordea or through some other separately agreed electronic means. Nordea charges a fee according to its tariff for the delivery of the terms and conditions.

#### **Accountholder's liability**

The account holder undertakes to pay the cardholder's debt incurred from purchases and cash withdrawals to Nordea or a company that has granted another card facility in accordance with clause 3.4.

#### **The accountholder is liable for**

- all transactions made with any card linked to the account
- all card transactions that are made before Nordea has received a notice of termination of the card agreement and
- providing sufficient cover in the account for purchases and withdrawals.

Complaints concerning card transactions must be made without delay in writing after the transaction date of the payment or withdrawal. However, after having received information that a transaction has been debited to an account linked to a card, the accountholder must make a complaint within two (2) weeks of the debiting of the transaction.

Nordea is entitled to charge fees according to its valid tariff for the tracking of card transactions requested by the accountholder. The accountholder is not entitled to request Nordea to refund a card transaction debited to an account linked to a card, unless this has been separately agreed on with Nordea.

The accountholder is liable give Nordea on request a report on the origin of the deposited funds. If the company as the accountholder fails to give this report, Nordea is entitled, notwithstanding the card terms and conditions, to block the use of the card immediately.

#### **Validity of the agreement**

The agreement is valid until further notice, unless otherwise agreed.

The accountholder/cardholder and Nordea are entitled to terminate the card agreement in writing to end after one (1) month of the notice.

Nordea is entitled to dissolve the agreement with immediate effect when

- the account linked to a card is closed or terminated
- the accountholder/cardholder essentially breaches the card or account terms and conditions
- bankruptcy, corporate restructuring or liquidation is filed against the accountholder
- the accountholder applies for composition proceedings or suspends payments or the cardholder's employment contract or other contractual relationship with the accountholder or with an employer who has agreed on card cooperation with Nordea ends.

If a co-branding company serves a notice of termination on a card facility it has granted, the validity of the card agreement ends concurrently with the terminated card facility.

Nordea has the right to inform a company that has granted another card facility of the termination or dissolution of the card agreement.

Nordea informs the accountholder of the termination or dissolution of the card agreement in writing (it is the accountholder's responsibility to inform the cardholders).

Nordea is entitled not to return a payment or fee charged in advance even if the use of the card is ceased before the expiry of the card's validity.

#### **Revision of the tariff**

Nordea has the right to change its tariff. Nordea will announce any revision to the tariff, under which a payment is added to Nordea's card agreement due to an amendment to legislation or a decision by the authorities, or under which an existing charge or fee is raised, by publishing the revision in its tariff. The revision becomes effective at the time stated by Nordea.

The cardholder is informed in writing, via online services, in netbank service, in an other electronic service accepted by Nordea or in some other manner agreed separately of an amendment by which a charge or fee that was not included in the tariff at the time the accountholder/cardholder signed the card agreement is added to Nordea's card agreement. Nordea is entitled to debit the new charge or fee no earlier than one (1) month after the notification has been sent.

If the accountholder/cardholder does not approve the amendment to the tariff, the accountholder/cardholder has the right to serve a notice of termination of the agreement according to section 7 of the general card terms and conditions. Nordea does not charge any costs for the termination.

## **Amendment to the agreement terms and conditions**

The agreement and its terms and conditions may be amended.

If an amendment to the agreement or its terms and conditions does not add to the cardholder's and/or accountholder's obligations or restrict their rights, or is caused by an amendment to legislation or a decision of the authorities, Nordea is entitled to announce the amendment by publishing it in its place of business or on its website. The revision becomes effective at the time stated by Nordea.

If an amendment to the agreement or its terms and conditions adds to the cardholder's and/or accountholder's obligations or restricts their rights, and is not caused by an amendment to legislation or a decision of the authorities, Nordea shall inform the cardholder and/or accountholder of the amendment in writing, via online services, netbank service, in an other electronic service accepted by Nordea or in some other manner separately agreed on. The amendment enters into force at the time stated by Nordea; however, no earlier than one (1) month from the date on which the notification was sent.

If the accountholder/cardholder does not approve the amendment to the card agreement or its terms and conditions, the accountholder/cardholder has the right to serve a notice of termination of the agreement according to section 7 of the general card terms and conditions. Nordea does not charge any costs for the termination.

## **Disclosure of information**

Nordea has the right to disclose information it has acquired on the accountholder/cardholder to a company based in Finland or abroad which belongs to the same Finnish or foreign group or economic interest group as Nordea or to some other company that is legally in such a position that information may be disclosed to it.

Nordea has the right to disclose information on the accountholder/cardholder to a company granting some other card facility, to companies offering additional facilities related to the card and to organisations receiving notifications of card loss.

Furthermore, Nordea has the right to disclose the accountholder's/cardholder's contact data to a company that has received a card payment or to a company managing card payments on such a company's behalf.

Nordea is entitled to transfer information related to the use of the card to a corporation acting on behalf of Nordea. Nordea is also entitled to disclose similar information to another bank, to a party that accepts the card as a payment instrument, to the cardholder's employer and to third parties used by the employer.

Nordea and the relevant payee have the right to acquire and exchange information concerning the accountholder and cardholder and the use of the card, to respond to cover inquiries, to place authorization holds and to give other instructions related to card use. The accountholder shall forward Nordea's privacy policy to the individuals whose personal data it discloses to Nordea.

## **Card misuse**

The liability of the accountholder and cardholder for the misuse of the card ceases once Nordea has received a report of loss of the card or PIN, of the card coming into the possession of a third party, or of the termination of a right to use the card, and once Nordea has had an opportunity to prevent the use of the card. The accountholder is responsible for any damage incurred until then. In the case of cards with joint payment liability, the accountholder and cardholder are jointly and severally liable for damage if the accountholder is an entrepreneur, a general partnership or limited partnership or if there is separate agreement on such liability. As regards cards with corporate payment liability, the accountholder alone is liable for any damage.

The accountholder and cardholder are obliged to notify Nordea immediately if the cardholder's right to use the card has been terminated and to ensure that the card is returned to Nordea upon request.

The cardholder and account holder have the possibility to restrict card use in a manner determined by Nordea. Available restrictions include daily security limits, online use and geographical usage restrictions.

## **6. Corporate Mastercard and Visa charge and credit cards**

Examples of cards intended for corporate use include First Card and Nordea Business Mastercard.

The card may be granted to an employee working for a company or an organisation or a person who is in another contractual relationship with the company or organisation to which an account linked to that card has been granted.

The cardholder is not allowed to use the card for the payment of purchases intended for the cardholder's own use.

The credit account terms and conditions of each account are applied to the account linked to the cards.

The use of the card is invoiced according to a credit agreement made with Nordea. In addition to payments concerning the card, invoicing includes any charges stated in the credit agreement.

The card may be used within the spending limit agreed between the accountholder and Nordea. Nordea is entitled to change the cash withdrawal limit after one (1) month from announcing the change. The cardholder or account holder does not have to enable online payments with the card separately.

The cardholder is entitled to lower the cash withdrawal limit with immediate effect.

A payee can place an authorization hold for a withdrawal or payment on the account linked to the card. The authorization hold is removed when the card payment is debited or 30 days after the reservation was made at the latest.

## **7. Click to Pay**

To make it easier for the cardholder to pay in an online environment, the cardholder has the option to activate Click to Pay. Click to Pay is a facility which enables cardholders to make a card transaction in an Internet environment without entering the card number, validity date, and security code. Click to Pay is available for Visa and Mastercard cards specified by Nordea.

When using Click to Pay, the cardholder must provide their name, address, telephone number and email address and notify them of any changes. Click to Pay may use the cardholder's email address and/or phone number to determine which cards are displayed in Click to Pay. For this reason, it is particularly important to notify Nordea if the email address or phone number no longer belongs to the cardholder.

The Click to Pay for Visa cards is offered by Nordea together with Visa Europe Limited, 1 Sheldon Square, London W2 6TT, United Kingdom ("Visa Europe"). For cardholders that have activated their Visa card to Click to Pay, there is also supplementary data protection information available in relation to Click to Pay.

The Click to Pay for Mastercard cards is provided in part by Mastercard Europe SA, Chaussée de Tervuren 198A, B-1410 Waterloo, Belgium ("Mastercard Europe") and in part by Nordea. Nordea ensures that the cardholders card details and other information about the cardholder for Mastercard cards is updated in Click to Pay. Mastercard Europe provides the checkout experience to the cardholder based on Mastercards terms and conditions.

A Click to Pay logo will appear at the checkout when the cardholder has the opportunity to use the service. Upon use of Click to Pay, for Visa cards Nordea and Visa Europe share the cardholders name, email, phone number, address, card details and other relevant information with the merchant, other participants in the payment transaction and other card systems that participate in the Click to Pay. For Mastercard cards, Nordea shares above information with Mastercard Europe which shares the information with the above recipients. The information is shared to enable the cardholder to choose the card to pay with and to complete the transaction. In addition, the information may be used to determine whether the

cardholder is eligible for benefits or features (e.g., reward points or instalment options) or for other purposes based on cardholder consent or permissions given to the user of the information.

If the cardholder has enabled Click to Pay for cards other than Nordea, they will become an option when choosing a payment method, even if they are issued by another card issuer.

The cardholder can deactivate Click to Pay for Nordea cards at any time. Nordea reserves the right to restrict or suspend access to the service, or modify the service. The cardholder must not use Click to Pay in a way that may cause harm to Nordea, the card systems or third parties.

The limitation of liability under section 8 Force majeure of the General card terms and conditions also applies to the benefit of Visa Europe and Mastercard Europe for the services offered to the cardholder by Visa Europe respectively Mastercard Europe under these terms. Neither Visa Europe or Mastercard Europe shall be liable for direct or indirect damages, unless the damage was caused by gross negligence or intent, nor shall they be liable for any deficiencies or defects in products or services purchased with the card or under use of Click to Pay.