

In addition to these terms, Nordea Bank Abp's card terms, and primarily the terms of entrepreneurs', companies' and corporations' cards, are applied to the Nordea Business MasterCard account. If there are contradictions between the above terms, these Nordea Business MasterCard account terms take precedence. If there are differences between the different language versions of these terms, the Finnish terms take precedence.

All information related to Nordea, this agreement and the services under this agreement is stated in this agreement. Nordea is not liable to provide the account holder with any other information on Nordea, this agreement or the services under this agreement before the beginning of the contractual relationship or during it.

1. Definitions

Nordea: Nordea Bank Abp (the "bank") and/or Nordea Finance Finland Ltd ("NFF").

NBMC partner: An employer organisation (eg company, municipality, organisation) that has signed a Nordea Business MasterCard agreement with the bank on card cooperation.

NBMC account: A Nordea Business MasterCard account granted by NFF to which one or more NBMCs can be linked and which the account holder or one or more employees of the account holder specified by it can use by using an NBMC.

Account holder: An entrepreneur, a company or organisation to whom an NBMC account has been granted on application. The account holder is liable for the use of all NBMCs linked to the NBMC account in accordance with this agreement.

NBMC: A Nordea Business MasterCard is a charge card granted by NFF, entitling to the use of an NBMC account.

Cardholder: A natural person to whom the NBMC is given.

Tariff: The tariff of Nordea valid at any given time. The tariff is available for viewing at Nordea branches in Finland.

Account information service refers to a service provided by a service provider other than Nordea in which information on a credit account accessible online as agreed with the customer is retrieved through a registered service provider via a technical interface approved by Nordea.

2. Granting of an NBMC account

Against a Nordea Bank Abp guarantee, NFF can grant NBMC account to an NBMC partner or a person employed by an NBMC partner on the basis of a written application. An application accepted by Nordea constitutes an agreement between the applicant and Nordea. Nordea is not obligated to give reasons for its decisions related to granting of accounts and cards.

3. Parties to the agreement

According to these agreement terms, the parties to this agreement are the account holder, Nordea Bank Abp and Nordea Finance Finland Ltd. The account holder has undertaken to comply with the account terms by signing the agreement and the cardholder by signing the card or by using the card. The account holder is liable for the use of all cards linked to the NBMC account in accordance with this agreement. The application concerning the Nordea Business MasterCard are appended to this agreement.

4. Use of the NBMC

NBMC can be used for the company's purchases and business activity. The cardholder is not allowed to use the card for payment of purchases intended for the cardholder's own use.

5. Account information service and corresponding account queries

A request to deliver account information and the related payment transaction information (account query) can be given to the bank through the account information service or other party authorised by the customer. The information requests delivered to the bank are executed with the same content as they have been received by the bank. The bank may deliver the requested information to the party through which the request was received.

The bank may prevent account queries

- if it suspects unauthorised or fraudulent use of the credit account by the party authorized by the cardholder
- if no consent has been given or the consent to an account query cannot be verified
- at the request of the cardholder or
- for a reason attributable to the law or other authoritative order.

If such information is requested in an account query to which the sender of the query has no right, the bank may decide not to deliver the information.

The bank notifies the cardholder of the prevention and its grounds in an agreed manner unless there are justified security reasons for not making the notification or the notification is prohibited elsewhere in the law.

The bank is not liable in any respects for damage arisen from the account information service or other party authorised by the cardholder.

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The bank is not liable in any respects for damage arisen from the account information service or other party authorised by the cardholder.

6. Payment liability

The account holder is responsible for all debits incurred using NBMC cards linked to the NBMC account.

7. Invoicing and payment

Nordea invoices the account holder once a month, or at an interval agreed separately, for all debits made with and arising from the NBMCs linked to the NBMC account, as well as all debits made in and arising from the NBMC account, that have arrived before the invoicing run. The invoicing is carried out in euros. Purchases and cash withdrawals made abroad are charged to the NBMC account in euros at the exchange rate specified in the bank's card terms. The account holder undertakes to pay the invoice on the due date at the latest. The payment is considered made when the amount of the payment is in the account of Nordea. The liability to pay can be discharged only by paying the amount mentioned in the invoice to the account of Nordea indicated in the invoice. If the payment has not been made by the due date, the account holder is liable to pay default interest of 16% at the most on the delayed amount from the due date until the date when the payment is in the account of Nordea.

8. Complaints

Any complaints concerning transactions in the NBMC account must be made in writing without delay after the transaction date. To make a complaint, the accountholder must keep the receipt of a transaction until the accountholder has been able to check from the account statement or invoice that the transaction is correct. After having been notified that a transaction has been debited to the NBMC account, the accountholder must in any case make a complaint within fourteen (14) days at the most from having been notified at the risk of otherwise losing the right to refer to an error.

9. Charges and fees

Each NBMC linked to an NBMC account is subject to an annual fee which is charged annually in advance. An annual fee already charged is not refunded even if the use of the card ends before the expiry of the card's validity. The annual fee is determined according to the tariff, unless otherwise agreed by Nordea and the NBMC partner. Nordea is entitled to charge the costs, charges and fees related to the NBMC account and its in accordance with the tariff valid at any given time use from the accountholder by an invoice concerning the NBMC account.

10. Amendment of the agreement, its terms and the tariff

Nordea is entitled to amend the agreement, its terms and the tariff. The procedure concerning entrepreneurs', companies' and corporations' cards laid down in the bank's card terms is applied to any amendments.

11. Validity of NBMC

An NBMC is valid during the period marked on the card. The accountholder can terminate a cardholder's NBMC during its validity by giving Nordea written notice of termination. Upon request, the cancelled NBMC must be returned to Nordea cut in several pieces.

12. Endangerment of the countersecurity

If the counter-guarantor or one of the counter-guarantors of the bank guarantee issued by the bank for the NBMC account dies or is placed in bankruptcy, the accountholder or co-guarantor must provide new security accepted by the bank within a period of time set by the bank, which is one (1) month at the least. Otherwise the bank is entitled to terminate the account agreement and call in the entire outstanding receivable, including interest and other charges, to fall due and payable by the accountholder.

If the bank proves that the security provided can no longer be considered sufficient and the payment of the receivable or the interest according to agreement is therefore endangered, and the decline in the value of the security is caused by the accountholder's or pledge owner's actions, the accountholder must within a period of time of at least one (1) month set by the bank and in a way acceptable to the bank increase the security or amortise the liabilities with a sum stated by the bank in writing. Otherwise the bank is entitled to terminate the account agreement and call in the entire outstanding receivable, including interest and other charges, to fall due and payable by the accountholder.

13. Blocking of NBMC account due to limitation of liability by a party providing security

If the provider of the countersecurity to the bank guarantee issued by the bank for the NBMC account informs the bank of limitation in its liability, Nordea is entitled to block the account immediately. Nordea notifies the accountholder immediately of the blocking of the account. In such a case, the accountholder is obligated to surrender all cards linked to the account to Nordea.

14. Termination

The accountholder is entitled to terminate the agreement with immediate effect and Nordea with one (1) month's notice. However, Nordea is entitled to terminate an NBMC account agreement with immediate effect if the account holder is placed in bankruptcy or liquidation or files for corporate restructuring, or if it is discovered that the accountholder has payment defaults, or if Nordea has reasonable cause to suspect a decline in the debtor's financial standing or capacity or willingness to pay. After the termination, the right of use to all NBMCs ends immediately and the cards must be returned to Nordea without delay. Nordea is entitled to terminate the NBMC account agreement with one (1) month's notice if the NBMC partner terminates the NBMC agreement.

15. Disclosure of information related to card use

Nordea has the right to forward all information relating to the use of the NBMC account and the cardholder to the employer stated in the application or to third parties used by the employer. Such parties are, for instance, the contractual travel agency used by the employer or a company providing reporting or travel invoice services. The information to be forwarded includes the following: cardholder's name, personal identity number and address, employee's identity number, card number, card validity, organisational information, NBMC card transactions and NBMC credit account transactions etc.

16. Accountholder's obligation to disclose

The accountholder must inform Nordea immediately of any changes in its contact information. If the accountholder neglects to inform Nordea of contact information that is necessary for invoicing purposes, Nordea is entitled to charge the expenses for acquiring the information in the next invoice. Nordea reserves the right to make a new credit decision if the company form of the accountholder changes or if there are essential changes in the company's other arrangements.

17. Limitation of liability for damages

Nordea is liable compensate the accountholder/cardholder only for direct damage caused by the Nordea's own negligence. In such a case Nordea only pays necessary and reasonable costs arising from investigating the damage and refunds the service fees charged only insofar as they concern the negligence that caused the damage. Nordea is not liable for any indirect damage caused to the accountholder/cardholder.

18. Transfer of the agreement

Nordea is entitled to transfer this agreement with all its rights and obligations, including the right of further transfer, to a party designated by it without consulting the accountholder.

19. Other services

Additional services may be incorporated into an NBMC account as jointly agreed by the accountholder and Nordea.

20. Jurisdiction and applicable law

Any disputes arising from this contractual relationship are settled in the Helsinki District Court. This agreement is governed by Finnish law.