

### 1. Parties

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

### 2. Introductory provisions

The employee’s employer must have an agreement in place with N/FC regarding corporate cards, in order for the employee to apply for a First Card. In order to apply for a First Card, the employee must be at least 18 years of age unless otherwise agreed separately with N/FC. These general terms and conditions cover First Card Corporate Card with personal payment liability.

The cardholder is the party liable to pay according to this agreement, and is responsible for complying with the general terms and conditions.

### 3. Definitions

**Account information services:** An online service for providing compiled information regarding one or more accounts held by the cardholder with one or several other payment service providers.

**Authentication:** A procedure, including the cardholder’s personal authorisation functions, through which the bank can verify the cardholder’s identity or the validity of a card.

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

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

**Cardholder:** A natural person who, following an application, has been granted a First Card Corporate Card with personal liability for payment.

**Contactless functionality:** Functionality in the card’s chip enabling contactless payment in certain cases. Cards containing this functionality carry a specific symbol.

**Internet Bank:** N/FC’s internet bank (My Card Online), mobile bank app or equivalent internet service agreed between N/FC and the cardholder.

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

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

**Payment transaction:** A deposit, withdrawal, or transfer of funds to or from a card.

**Personal code:** All codes accepted by the bank for initiation/approval of a payment transaction such as a PIN, password or Mobile Bank ID with the related security code, regardless of whether such personal code was issued by the bank, a third party, or was chosen by the cardholder

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

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

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

**Security solution:** Personal authorisation functions, i.e. personally adapted functions which the bank provides or accepts for authentication, for example a personal code or a reader of biometric information such as a fingerprint reader or iris scanning.

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

- something that only the cardholder knows (for example a personal code),
- something that only the cardholder has (for example a card),
- a unique feature of the cardholder (for example a fingerprint)

### 4. Use of the card

#### 4.1 Purchase of goods and services

The card may not be used:

- In contravention of prevailing legislation.
- At sales companies if the cardholder and the sales company are identical and operated under a sole proprietorship, general partnership, limited partnership, or a limited liability company which is a closely held company.
- The card may not be used for the purpose of partial payments in hire-purchase instalments, or to pay another debt which the cardholder has in relation to the sales company or N/FC.
- To pay for bets in gambling or suchlike.

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

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

Since the cardholder uses the card as a means of payment for ordering goods and services from sales companies, the cardholder is obliged to be aware of the sales company’s terms and conditions for orders and cancellation of its goods and services. The cardholder is liable for payment of fees to the sales company for any such goods or services ordered but not collected, according to the terms and conditions of the sales company.

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

#### 4.2 Cash withdrawals from Swedish or foreign ATMs

The card may be used for withdrawals in Swedish or foreign currency at Mastercard or from affiliated bank branches and authorised currency exchangers, and from ATMs that display the Mastercard symbol. This also applies abroad, and a fee applies according to N/FC’s price list. N/FC is not liable for any additional fees charged by Swedish or foreign banks, nor for the imposition of other withdrawal limits. Total withdrawals per calendar month in Swedish or foreign currency may not exceed SEK 10,000 or the equivalent thereof.

#### 4.3 Currency exchange

Use of the card for purchases or withdrawals in foreign currency, notwithstanding this occurring in Sweden or abroad, entails conversion from the foreign currency to Swedish kronor at the exchange rate applied by N/FC. The same applies when making returns.

K

Customer's page

9998  
P002  
(mar 24)  
1 (6)

When using the card to purchase foreign currency at the ATMs owned by Bankomat AB in Sweden, conversion instead takes place at the exchange rate from the foreign currency to Swedish kronor according to the exchange rate applied by Bankomat AB.

For purchases of goods and services and for withdrawals in foreign currency, the exchange rate consists of a reference exchange rate determined by Mastercard and concerns the date on which the transaction is received by Mastercard, plus a currency exchange mark-up in accordance with the price list.

The cardholder bears any currency risk during the period of time from the transaction date until Mastercard receives the transaction, and for any potential changes in rates occurring during the period of time from the payment or the cash withdrawal until the payment transaction is recorded on the card. The cardholder also bears the risk of any changes in rates occurring from the time of payment or cash withdrawal until reimbursement following a return or cancellation/rebooking is recorded on the card. The aforementioned also applies to payment, reimbursement following a return or cancellation/rebooking or cash withdrawal in Sweden in a currency other than Swedish kronor.

At the request of the cardholder, N/FC may notify the cardholder of the reference exchange rate for an individual payment transaction.

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

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

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

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

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

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

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

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

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

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

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

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

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

### 7. Reimbursement of a payment transaction

This provision shall not apply if the payee's payment service provider is located outside of the EEA. The cardholder is entitled to reimbursement from N/FC of a payment transaction already approved and executed if:

1. the exact amount of the payment transaction was not stated at the time of approval of the payment transaction, and
2. the amount of the payment transaction exceeds the amount that the cardholder could reasonably have expected considering prior expenditure patterns, these terms and conditions, and relevant circumstances.

K

Customer's page

9998  
P002  
(mar 24)  
2 (6)

At the request of N/FC, the cardholder shall prove that the conditions for reimbursement have been fulfilled. However, there shall be no right to reimbursement if the difference regarding the amount is due to the exchange rate and the reference exchange rate previously agreed on and used by the parties. A request to reimburse an approved payment transaction shall be lodged within eight weeks from the date on which the amount was debited. Within ten business days of receipt of a request, N/FC shall reimburse the entire amount or state grounds for refusing reimbursement, specifying to where the cardholder can refer the matter.

### 8. Liability for use of cards and security solution

#### 8.1 General provisions

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

The card is personal and may not be given to, or used by, any other party. The above applies irrespective of whether transferring the card to a third party poses a greater risk of unauthorised use of the card.

The card is a valuable item and must be stored in the same secure manner as cash and other valuable items.

The cardholder must take requisite measures to protect against unauthorised use of the card. For example, the card may not be left unattended in a hotel room, other temporary accommodation, or in a vehicle, bag, jacket pocket, or suchlike which is not in sight. In public places, the cardholder must keep the card continuously in sight. This applies also in environments to which third parties do not have access but where the risk of theft is nonetheless greater than in a place of residence, for example. In the event of a break-in at a residence or workplace, the cardholder must verify that the card has not been stolen.

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

#### 8.2 Personal codes and security solution

The cardholder shall take necessary measures to prevent unauthorised use of the card and security solution. The card and the security solution are personal and may only be used by the cardholder. The cardholder is obliged to:

Immediately after having read the code, destroy the document containing the code that the cardholder received from N/FC.

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

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

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

If the security solution is stored on a mobile device, the cardholder must have sound control over the device, keep it in sight and take all reasonable measure to protect it.

If cardholders choose to authenticate themselves using biometric information, for example through the use of fingerprints stored in a mobile device, they are obliged to ensure that only the cardholder's own biometric information can be used to authenticate the cardholder. The cardholder shall ensure that the biometric information of any other person is not registered on the mobile device. None of the provisions in this section shall prevent the cardholder from using account information services provided by a party other than N/FC in cases where the cardholder has entered into an agreement with, or otherwise commissioned the services of, such a third-party service.

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

N/FC reserves the right to block the card on any of the following grounds:

1. If secure use of the card is compromised, for example for technical reasons.
2. Suspicion of non-approved or fraudulent use of the card.
3. A substantially heightened risk of inability of the cardholder to honour their payment obligations.
4. In circumstances set forth in section 13, Agreement term and termination.

#### 8.4 Loss of card, etc.

Instruction to block the card shall be given at the earliest after discovering the loss of the card or any suspicion that an unauthorised person has learned the code, or of unauthorised use of the card/card number, see section 8.5.2 Payment liability in the event of unauthorised transactions.

Instruction to block the card shall be issued immediately to N/FC by calling 0771-40 71 70. All calls to and from Blocking Service are normally recorded. If there is any subsequent unauthorised use of the card, the matter must be reported to the police.

#### 8.5 Liability in the event of unauthorised transactions

##### 8.5.1 Reimbursement of an unauthorised transaction

If a payment transaction has been carried out without the consent of the cardholder, the cardholder shall lodge a claim in accordance with section 11. N/FC shall, unless otherwise set forth in section 8.5.2, reimburse the entire amount and restore the debited account to the status it would have had if the unauthorised transaction had not occurred. If N/FC has reasonable cause to suspect that the transaction is authorised, N/FC is, following notice to the Swedish Financial Supervisory Authority, entitled to an extended period to investigate the transaction before any reimbursement is made. In cases where N/FC has reimbursed an amount to the cardholder and N/FC subsequently determines that the transaction was not unauthorised, or that the cardholder was not entitled to reimbursement of the entire amount, the cardholder is liable to reimburse N/FC. In such a case, N/FC is entitled to debit the cardholder's account with the amount concerned.

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

The cardholder is obliged to

1. protect the security solution affiliated with the card. "Security solution affiliated with the card" means all security solutions provided or accepted by the bank for authentication purposes with respect to a payment transaction using the card, for example personal code, fingerprint reading, etc. (see above in section 8.2 Personal codes and security solution).
2. upon learning that the card has been lost, used in an unauthorised manner, etc. notify N/FC thereof at the earliest, pursuant to section 8.4 Loss of card, etc.
3. otherwise comply with the terms and conditions governing use of the card under this agreement.

##### 8.5.3 Maximum liability of SEK 400 (excess)

If the execution of an unauthorised transaction has been enabled by the cardholder failing to protect their security solution, the cardholder is liable for the amount, although to a maximum of SEK 400 per card and claim.

##### 8.5.4 Liability due to gross negligence and particularly blameworthy actions

If the execution of an unauthorised transaction has been enabled by neglecting an obligation pursuant to section 8.5.2 above through gross negligence, the cardholder is liable for the entire amount, although to a maximum of SEK 12,000 per card and claim. The cardholder shall be liable for the entire loss if cardholder's actions were particularly blameworthy.

K

Customer's page

9998  
P002  
(mar 24)  
3 (6)

**8.5.5 Obligation to notify the bank**

Notwithstanding that the cardholder was not negligent, the cardholder is liable for the entire amount if the cardholder fails to notify N/FC without undue delay after having learned of the unauthorised transaction (claim).

The above also applies if N/FC has provided the cardholder with information on the transaction and the cardholder has not notified N/FC within 13 months of the date when the amount was charged to the card.

**8.5.6 Transactions after the card has been blocked**

Notwithstanding the provisions above, the cardholder shall not be liable for any amount charged to the card as a consequence of use of the card after the cardholder gave instruction to block the card. However, this does not apply if the cardholder contributed to the unauthorised transaction through fraudulent action.

**8.5.7 Strong customer authentication**

The cardholder is not liable for any amount charged to the account if enhanced customer authentication was not required when the unauthorised transaction was initiated. However, this does not apply if the cardholder contributed to the unauthorised transaction through fraudulent action.

**8.6 Card replacement**

Upon replacement of the card or termination of the agreement, issued cards must be destroyed immediately. A card that has been reported missing, and that is recovered, may not be used. Instead, notice that the card has been recovered shall be given to N/FC and the card thereafter destroyed. If a card is reported as being unusable, it may not be used and must be destroyed. In addition, N/FC is entitled, in order to prevent crime or other misuse of accounts or cards, to revoke a card at no cost to the cardholder and to replace the card.

**9 Payment liability**

**9.1 General provisions**

The cardholder is liable for payment of all charges arising through the use of a card issued for the cardholder as well as any interest, fees and costs charged to the account pursuant to these provisions. See also section 8.5.

If a cardholder has applied for a purchase limit for a card, the purchase limit applies per calendar month and is not limited by amounts utilised in the prior calendar month. In addition to the purchase limit, there is also a cash withdrawal limit that is also calculated per calendar month and is not limited by amounts utilised in the prior calendar month.

**9.2 Termination of payment liability**

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

**10. Payment terms and conditions**

**10.1 Invoicing**

N/FC periodically invoices the cardholder, as set forth in the application or a separate agreement, for the cardholder's current debt. If the cardholder so wishes, the cardholder can be invoiced directly at the address of their choice. All invoicing is in Swedish kronor.

**10.2 Payment**

Full payment shall be received by N/FC no later than the due date stated on the invoice. In order to be certain that payment reaches N/FC in time, the cardholder should pay no later than three business days before the due date. Payment will only discharge from liability if it is made to a particular account that is specified and owned by N/FC.

**10.3 Payment by direct debit**

The cardholder may, if they so wish, pay the invoice by designating an account to which the current debt on account can be charged. N/FC is entitled, with the approval of the cardholder, to debit the cardholder's bank account for the current debt on account.

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

**10.4 Revocation of direct debit**

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

**11. Claims**

**11.1 Unapproved and/or incorrectly executed payment transactions**

The cardholder shall immediately read and review the information regarding executed payment transactions that is made available to the cardholder by N/FC in the manner agreed by the parties.

Without undue delay after learning of an unapproved or incorrectly executed payment transaction, and no later than 13 months after the debit date, the cardholder shall notify N/FC thereof and request rectification (claim). If a claim is not lodged or is late, the provisions above in section 8.5 regarding liability in the event of unauthorised transactions apply.

When lodging a claim, the cardholder is obliged to provide the information that N/FC requires for its investigation. When lodging a claim for an unauthorised transaction, a police report shall be appended if N/FC so requests. Immediately after an investigation, N/FC shall, where applicable, reimburse to the cardholder the amount of the unauthorised payment transaction and reinstate the debt of the debited card to what it would have been had the unauthorised payment transaction never taken place.

**11.2 Defects in goods/services**

Sales companies affiliated with Mastercard are liable to the account holder/cardholder for defects in goods or services according to the legislation in effect in each country. Claims must therefore be lodged in the first instance with the sales company and not with N/FC. N/FC can, in certain cases, assist a customer with a claim. In that case, the claim must be received by Nordea Bank Abp, Cards L1020, SE-105 71 Stockholm, no later than 45 days after the cardholder received the account statement listing the transaction concerned. If the cardholder, out of negligence, omits to lodge a claim within the prescribed period of time, the cardholder cannot cite the transaction as erroneous.

**12. Prices, interest and fees**

**12.1 Annual fee**

An annual fee is charged for the card in accordance with the N/FC price list. The price list is available on N/FC's website, [www.firstcard.se](http://www.firstcard.se). The annual fee is charged to the account in advance. If the agreement is terminated by N/FC or the cardholder before the end of the period for which the annual fee was paid in advance, the cardholder is entitled to reimbursement of the portion of the fee that relates to the period after the agreement was terminated. Paid annual fees are not refunded if the cardholder has a First Card Corporate Card with personal liability for payment and the employer compensates the cardholder for the annual fee paid.

**12.2 Non-payment**

If the cardholder fails to pay an invoice within the prescribed time, N/FC is entitled to charge to the account the prevailing late payment charge, collection costs and penalty interest. At present, the following fees apply for non-payment: Reminder fee: SEK 50 per invoice, and penalty interest: 2.5% per month.

**12.3 Other prices and fees**

According to N/FC's prevailing price list. The price list is available on N/FC's website, [www.firstcard.se](http://www.firstcard.se).

**K**

Customer's page

9998  
P002  
(mar 24)  
4 (6)

### 12.4 Changes to fees

N/FC notifies the cardholder of changes to fees in writing or through the card's online service, no less than two months prior to the price change. Price changes regarding annual fees, or the equivalent, apply as of the charging period that follows the price change. Other price changes are effective immediately. See section 15 in the event a price change is not approved. In annual payment, the cardholder is invoiced the annual fee each year in the month when the card or the service was ordered.

### 13. Agreement term and termination

The agreement is valid until further notice. Both the cardholder and N/FC are entitled to terminate this agreement without cause. Note that N/FC is entitled to terminate the agreement in the event of the employer's agreement with N/FC ending. The cardholder is entitled to terminate the agreement at one (1) month's notice of termination and N/FC is entitled to terminate the agreement at two (2) months' notice of termination. Notice of termination shall be in writing.

N/FC is entitled to suspend use of the card and terminate the agreement effective immediately, or at a later date as determined by N/FC, if:

- the cardholder has failed to honour their obligations to N/FC pursuant to these terms and conditions,
- there is reasonable cause to assume that the cardholder will not honour their obligations to N/FC under these terms and conditions,
- the cardholder does not reply to N/FC's questions or otherwise fails to assist N/FC in its ongoing customer due diligence,
- N/FC suspects that the card will be used for criminal activities or otherwise used in contravention of prevailing legislation,
- N/FC has cause to assume that the cardholder is otherwise acting, or will act, in a manner which may cause losses to N/FC or a third party, or
- the cardholder becomes listed on any of the sanctions lists regarding international sanctions that N/FC observes in its operations.

In that case, the current balance, including the non-invoiced balance, falls due for payment immediately and the right to use the card ends simultaneously.

If the cardholder deceases, files for bankruptcy, or a guardian is appointed according to Chapter 11, section 7 of the Parental Code, the agreement ends with immediate effect. When the agreement ends during the period of validity due to notice of termination or other grounds, the right to use the card for new payments/cash withdrawals ends simultaneously. The cardholder shall, in such a situation, immediately inform N/FC thereof and destroy the card. These general terms and conditions apply, as applicable, to all debts charged to the card. This means for instance that cardholders are liable for payment both for transactions executed before the account was terminated, but which are not recorded in the account until after the time of termination, and for transactions executed despite the suspension of the right to use the card.

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

N/FC may unilaterally amend the terms and conditions at two (2) months' notice which means, inter alia, that N/FC is entitled to amend the scope and content of the service. A cardholder who does not approve such an amendment is entitled to terminate the agreement prior to the date on which the amendment enters into force. If such notice of termination is not issued, it shall be considered that the cardholder has approved the amendment. Amendments which, in the opinion of N/FC, are negligible or to the benefit of the cardholder, may be applied with immediate effect. If, through laws, other statutes or decisions by authorities, regulations are issued that contravene these provisions, such regulations shall apply instead.

### 15. Notifications/information

The cardholder is obliged to notify N/FC of any change of name or address. It is considered that correspondence sent by registered mail by N/FC to the cardholder has been received by the latter no later than on the seventh day after dispatch, if the correspondence was sent to the address stated in the First Card application or which is otherwise known to N/FC. For cardholders who have access to N/FC's online service (My Card Online) or other reporting service offered by N/FC, N/FC may provide information and issue notifications under these general terms and conditions via such channel

It is considered that the cardholder received the information and notifications when issued in the manner described above. If the cardholder has access to an online service or other reporting service offered by N/FC, the cardholder receives ongoing reports on payment transactions through reporting in the aforementioned services of executed and received payments. Information on payment transactions is otherwise provided or made available in the prevailing manner and at the prevailing frequency applied by N/FC or as separately agreed between the cardholder and N/FC. The cardholder shall inform N/FC immediately of any change of name, address, etc. and shall destroy the card immediately. Where applicable, N/FC issues a new card upon payment of a replacement card fee according to the current price list.

### 16. Information in special cases

In the event of suspected security risks and in cases where N/FC has discovered and suspects that a transaction is unauthorised, N/FC may notify the cardholder in a manner other than as described in section 16 where deemed appropriate in the individual case. This may take the form of a phone call, text message, or electronic notification (push notification). N/FC may then inquire as to whether the cardholder carried out a particular transaction.

If N/FC considers that a supplier of account information services should be refused access to the cardholder's account information held at N/FC, the cardholder is notified thereof via My Card Online, unless doing so is illegal or not doing so is justified for security reasons.

### 17. Other provisions

#### 17.1 Limited period of validity

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

#### 17.2 Balance

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

#### 17.3 Services

Separate terms and conditions apply to services linked to the card and its use. The terms and conditions for this can be ordered from N/FC.

### 18. Discharge from liability

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

### 19. Governing law and courts

Swedish law shall govern this agreement and if action is brought by N/FC, the dispute shall be settled by a Swedish court. However, N/FC is entitled to bring action in another country if the cardholder is a resident of or holds assets in that country.

### 20. Claims handling and out-of-court dispute resolution

Claims concerning the agreement should, in the first instance, be lodged with the unit at N/FC that provided the agreement, with Customer Services, or with N/FC's Customer Ombudsman. If the cardholder wishes to lodge a claim, this should be done in writing unless the nature of the matter determines otherwise. If a claim has been lodged, N/FC may communicate with the cardholder via the internet bank, letter, phone call or at a physical meeting depending on what is considered appropriate in the individual case.

K

Customer's page

9998  
P002  
(mar 24)  
5 (6)

In the event of any dispute with N/FC, the cardholder can contact the National Board for Consumer Complaints which is a board for alternative dispute resolution. Its address is: ARN, Box 174, 101 23 Stockholm, [www.arn.se](http://www.arn.se). Applications to the Board must in writing, and in order for the Board to process the case, certain limits on amounts and times apply. N/FC undertakes to participate in the National Board for Consumer Complaints' processing of the dispute.

If a cardholder has entered into an agreement with N/FC online, and a dispute has arisen that the cardholder has not been able resolve with N/FC, the cardholder is also entitled to use the EU's online dispute resolution platform:

[www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr).

More information about dispute resolution online is available at [www.konsumenteuropa.se](http://www.konsumenteuropa.se).

## 21. Insurance

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

### Information regarding personal data processing

As a personal data controller, N/FC processes personal data to deliver the products and services agreed between the parties and for other purposes, such as compliance with laws and other rules. For detailed information about personal data processing please see N/FC's data protection policy available by clicking on the following link: [www.nordea.com/sv/dataskyddspolicy](http://www.nordea.com/sv/dataskyddspolicy), or contact N/FC.

The data protection policy contains information about the rights of registered persons in the processing of personal data such as the right to information, rectification, data portability, etc.

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

### The provision of information as stipulated by the Credit Information Act (1973:1173)

Information concerning the credit and any defaults in payment and credit abuse may be reported to credit information companies, etc. by the bank pursuant to the Credit Information Act (1973:1173). Additional information about this procedure is available from the bank.

### Information according to the Distance and Off-Premises Contracts Act

The Distance and Off-Premises Contracts Act only applies to consumers. A distance contract is when the cardholder and bank do not meet in person prior to entering the agreement. Examples of distance contracts include contracts entered into online, through the telephone banking service or by responding to a mail-out/advertisement. If cardholders change their mind and no longer wish to have the card, they are, as consumers, entitled to withdraw from the distance contract they entered. The right of withdrawal only applies to the agreement itself and not the transactions, services or the equivalent performed under the agreement. Nor does the right of withdrawal provision apply if, at your request, both parties have fulfilled their obligations.