General card terms for corporate customers

Valid from 01.01.2020

1. Scope and definitions
These General Terms and Conditions for Corporate Cards apply to cards issued by Danske Bank A/S, Finland Branch (referred to herein as “Bank”) to its corporate customers.

In addition to these General Terms and Conditions, the special terms and conditions for each type of card, the terms and conditions for the company’s account, and the terms and conditions for other services used valid at any given time shall apply.

Corporate cards may be issued either with the company or the Cardholder being responsible for payment. If the card is issued with the Cardholder being responsible for payment, the General Terms and Conditions for Private Cards, in addition to these General Terms and Conditions, shall also apply to the card and its use.

In addition, where applicable, the General Terms and Conditions for euro payments transferred within the Single Euro Payments Area, and the General Terms and Conditions for Outgoing and Incoming Currency Payments shall be applied to Card Transactions.

If the above-mentioned Terms and Conditions and these General Terms and Conditions for Corporate Cards are conflicting, the various terms and conditions shall be applied in the following order:
- first, the special terms and conditions for each type of card;
- second, the General Terms and Conditions for Private Cards, if the card is issued with the Cardholder being responsible for payment;
- third, the General Terms and Conditions for Corporate Cards.

In the event of inconsistencies between the Terms and Conditions in different languages, the Finnish Terms and Conditions shall take precedence.

In these Terms and Conditions for Corporate Cards, the following definitions apply:

Signature refers to the physical signature of the Cardholder or Customer or the electronic identifier used by him/her in the web bank, or another type of electronic identification agreed between the parties, or any other corresponding confirmation.

Customer refers to a legal or natural person who applies for a Card in the Bank and to whom the Bank may grant a Card.

Debit Mastercard Card and Mastercard Business Debit Card refers to an international payment card linked to the Mastercard system and which has been granted and issued to the Cardholder by the Bank. The Card is linked to the bank account which shall be debited with the Card Transactions made with the use of the Card.

Distance Payment refers to a type of sale in which the receiver of the payment receives the Card data through electronic communication in a situation where the Cardholder and the Card are not physically present, as in sale on the Internet or over the telephone.

Card refers to a Card which the Bank has granted its Customer and which may have been linked to a bank account, a Credit Account or a combination of the two.
Cardholder refers to a person to whom the Bank has granted a Card and who is responsible for the use of the Card under the Card Agreement. Cardholder liability means that the Cardholder is responsible for Card Transactions made with the Card.

Cardholder’s Service Provider refers to a bank or payment institution which receives the details of a Card Transaction and executes it.

Card Agreement refers to an Agreement between the Cardholder and/or Account Holder and the Bank for the Card. The Agreement comprises the accepted Card Application and the General and Special Terms and Conditions for Cards as well as the service charge list valid at any given time.

Card Transaction refers to a purchase, payment, cash withdrawal, account transfer, transfer of funds or other corresponding debit in which the Card is concretely and physically present, and/or in which the Card details are given to a Payment Terminal, Internet bank, distance payment or any other corresponding device of use for approval of a transaction. If the Card details are only used for identification, this is not a Card Transaction.

Moment of Receipt of a Card Transaction refers to the moment when the Cardholder’s Service Provider has been provided with the necessary details for the execution of the Card Transaction by the Payee’s Service Provider.

Credit Account refers to an account which is linked a credit facility.

Payment Terminal refers to the device used by the Payee to read the Card and record the transaction electronically.

Payee refers to a vendor or Service Provider who accepts Card payments.

Payee’s Service Provider refers to a Bank, a payment institution or another party which transfers the details of the Card Transaction to the Cardholder’s Service Provider and transfers the funds to the Payee’s account or keeps them available to the Payee.

Payment Order refers to an order by the Cardholder and/or Account Holder to the Bank to execute a Card Transaction for example as an account transfer, cash payment, direct debit payment, by payment card or with the use of another instrument of payment. A Payment Order comprises the Card Transaction and the final execution of the Payment Order. The final execution of the Payment Order comprises the measures by the Service Provider to process the order and transfer the payment.

Mastercard Credit Card refers to an international payment card issued and given to the Cardholder by the Bank and which is linked to the Mastercard system and to the Credit Account from which the Card Transaction made with the use of the Card are debited.

Banking Day refers to a day on which the Cardholder’s and Payee’s Service Providers are open for business so that they can execute the Card Transaction for their part. In Finland, Banking Day refers to weekdays from Monday to Friday with the exception of the Finnish holidays, the Day of Independence, 1 May, Christmas and Midsummer Eve and any other day that otherwise is not to be considered to be a Banking Day.

Account refers to the account which the employee(s) named by the Account Holder may use by using the Card linked to the Account and on which the Card Transactions and other corresponding debits as well as the charges and fees are charged as stated in these Terms and Conditions. Depending on the purpose of use of the Card, the account may be a bank account, a Credit Account or a combination of the two.

Account Holder refers to the company to whose account the Card has been linked and which is responsible for the Card and its use as specified in these Terms and Conditions. The Account Holder and the Cardholder may be the same person.

Wholesale Rate refers to the rate of exchange quoted by Mastercard or Visa, and the possible charges and fees of Mastercard or Visa.

PIN code refers to a particular personal secret sequence of numbers given to the Cardholder by the Bank. With the use of the PIN the Cardholder approves the debits made with the use of the Card.

Identifier refers to a means used in electronic business for the electronic identification and signature of a
person and which is approved by the Bank (for instance codes to be used in the Internet bank, or the PIN code of the Card).

**Visa Electron Card** refers to an international payment card granted and given to the Cardholder by the Bank and which is linked to the Visa system and to a bank account from which the Card Transactions made with the use of the Card are debited. A cover reservation is made on the Account linked to the Card for any Card Transaction made with the use of the Card, irrespective of the payment amount.

**Certifier** refers to a data set which links the certifying data of the signature to the signer and confirms his or her identity.

**Company** refers to a party that is not a consumer and concludes a Card Agreement with the Bank. Examples of companies include self-employed persons, general partnerships, limited partnerships, limited liability companies, associations, foundations, municipalities, federations of municipalities and the government.

**Company liability** means that the Account Holder is responsible for the Card Transactions made with the Card.

2. **Granting a card and period of validity**

By signing the application, the Account Holder confirms the correctness of the details stated in the Application and undertakes to comply with the Terms and Conditions for the Card and the service charge list valid at the given time. The Account Holder also accepts that the Bank may acquire the Account Holder’s data relating to the issue of the card from companies belonging to the same group as the Bank, from other banks, from financial institutions and from credit-rating organisations, regardless of whether a duty of confidentiality based on legislation or the agreement applies to such data. The Account Holder accepts that the Bank may transfer the aforementioned data to companies belonging to the same group as the Bank.

Upon the application of the Account Holder, the Card producing the right to use the account is granted to a Cardholder nominated in the Card Agreement or in writing at a later date. By signing the application, the Cardholder undertakes to comply with the terms and conditions for the use of the card. The Cardholder also accepts that the Bank may acquire data concerning the Cardholder and relating to the granting of the Card from companies belonging to the same group with the Bank, from other banks, from financial institutions and from credit-rating organisations, regardless of whether a duty of confidentiality based on legislation or the agreement applies to such data.

The Card Agreement shall become valid when the Bank has approved the application. The Bank has the right to decline an application without stating a reason. The Card Agreement remains valid until further notice until it is terminated in accordance with Section 10.

The Card is valid until the end of the last month of validity stated on the Card. A new Card shall be sent to the Customer automatically before the expiry of the time of validity. This requires that the Card Agreement is valid and that the Account Holder and Cardholder have complied with the Terms and Conditions for the Credit Account and the Card. When the validity of the Card expires, the Cardholder has no right to use the Card. The Cardholder undertakes to destroy the old Card by cutting it into several pieces. The Bank has the right to limit the validity of the Card, exchange it for a new Card and refuse to renew the Card.

3. **Right to use the Card, returning the Card and confiscating a Card**

The Bank owns the Card. The Cardholder has the right to use the Card. The use of all Cards linked to a Credit Account is prohibited when the Credit Account has been closed. A Card must not be used once notice of termination has been served on the Card Agreement or the Agreement has been cancelled. Only the Cardholder in whose name the Card has been issued may use the Card. A Card must not be modified or duplicated. Features may be added to, updated on or removed from the Card only with the Bank’s consent or by means approved by the Bank.

The Cardholder is obliged to return the Card on the Bank’s request. The Bank, a company offering automated services on behalf of the Bank, a commercial or other business accepting card payments has the right to confiscate the Card on the Bank’s request, for well grounded reasons.

The Account Holder and Cardholder undertake to notify the Bank immediately if the Cardholder’s right
4. Responsibilities and liabilities of the Cardholder and Account Holder

4.1 Safekeeping of the Card and PIN

The company is committed to ensuring that the cardholder is committed to carefully and safely storing and handling the card, the related PIN code and any other identifier related to using the card so that it is not possible for outsiders to discover them or use them. The secret PIN must be kept separate from the Card and the card number, and should preferably only be memorised. The Cardholder undertakes to destroy any letter that includes the PIN received from the Bank and not to write down the PIN in an easily recognisable format. The card must be kept securely and so that it does not become damaged.

4.2 Use of the Card and the PIN

The Cardholder must sign his or her name on the Card’s signature strip immediately on receiving the Card. The Card must be activated before its first use in accordance with instructions separately issued by the Bank. The card and its PIN must only be used by the Cardholder to whom the Card was issued based on the Card Agreement.

The Mastercard credit card may be used as a means of payment at those service points in Finland and abroad that accept payments made with the Mastercard credit card. In Finland, cash may be withdrawn from automated teller machines (ATMs), and overseas from machines linked to the Mastercard system.

Country- and ATM-specific limitations may apply to payments and cash withdrawals. Purchases and cash withdrawals made in currencies other than euro shall be converted into euro by using the Wholesale Rate applied by Mastercard, to which a maximum of 1.95% may be added. The exchange rate is determined on the day on which a transaction passes from the credit institution that received it to Mastercard.

Any changes in interest rates or exchange rates are applicable immediately with no advance notification. Changes in interest rates and the exchange rates are notified afterwards on the invoice or account statement issued once a month. The Wholesale Rates can be viewed at www.danskebank.fi.

When using the Card the Cardholder must be able to provide proof of identity on request. This means that the person receiving payment can record the second part of the Cardholder’s personal identity code on the receipt for payment. By signing the payment slips or using the Card with a PIN or other ID the Cardholder accepts the contract he/she has made. At the same time, the Cardholder accepts that the amount owed arising from purchases, cash withdrawals or other debits shall be charged on the account linked to the Card.

The Bank has the right to settle, using the Credit Account linked to the Card, those amounts owed to commercial or other enterprises that arose when the Cardholder used his/her card and that the Cardholder accepted as payable with his/her or secret PIN. The Bank has the right to determine the thresholds at which verification is necessary for payments and cash withdrawals, and the maximum levels of card usage allowed. The Bank has the right to decline individual payments or cash withdrawals, within reason. The Customer must not avoid the threshold for verification by splitting one purchase into several transactions.

The Bank has the right to decline an individual Card Transaction when, for example, the account has insufficient funds, the credit limit of the Card would be exceeded, the Card details cannot be read, the Bank has reason to suspect unauthorised use of the Card, or the Card is otherwise not used in compliance with these Terms and Conditions. The Bank also has the right to prohibit or prevent the use of the Card, temporarily or permanently, or limit it for security reasons or other such valid reasons in situations referred to in Section 4.4.

When the Card is used in an automated machine, the Cardholder must comply with instructions given by the machine or shown on it.

Usage constraints, such as a minimum or maximum number of instances of usage or a total amount or number of withdrawals made at a particular point in time, may be imposed or agreed for use of the Card with various types of devices. The Bank has the right to change the aforementioned usage limits
due to security or other valid reasons without complying with the procedure for changes given in the Terms and Conditions for the Card.

Car rental companies, hotels and similar operators have the right to charge, afterwards and without the Cardholder’s signature, any reasonable costs for unpaid fuel, phone calls, minibar use and meals, and other costs attributable to the Cardholder as well as the charges in accordance with general practice for hotel reservations that were not duly cancelled.

The Card may only be used as described in these Terms and Conditions, or in a manner otherwise separately approved by the Bank. The Bank accepts no responsibility if the Card is used for other purposes. The Bank has the right to prohibit use of the Card or limit it for security reasons or other such valid reasons.

The Bank accepts no responsibility for a vendor declining the Card as a means of payment. The Bank accepts no responsibility for any costs or losses arising from interruptions to or malfunctions of the operation of ATMs, the Mastercard SecureCode service, systems or data communications.

The vendor or service provider is liable for any defects or faults in the products and services purchased and paid for with the Card. The Bank is not party to these contracts and it is not responsible for compliance with these contracts and the terms and conditions related to them.

4.3 Liability of the Account Holder and the Cardholder for the use of the Card

The Account Holder is responsible for all Card Transactions made with the Cards linked to the account and for fees and charges relating to use of the Cards. The Account Holder is liable for the Card Transactions made by the Cardholder, even if the Cardholder’s right to use the Card had already expired.

The Cardholder bears the liability for any Card Transactions made with a Card on Cardholder’s Liability as well as the fees and charges on the use of the Card as provided in the General Terms and Conditions for Private Cards.

The Account Holder accepts all contracts concluded using the Card and undertakes to pay the Bank its receivables due from Card Transactions and transfers of funds when the Cardholder:
- signs a payment or sales slip that corresponds to use of the PIN;
- uses the Card together with the secret PIN or another identifier;
- uses the Card in a device that does not ask for the PIN (such as a parking meter);
- discloses the Card identifying details in some other, equivalent manner (for example in conjunction with distance payment).

The Cardholder can no longer cancel the Card Transaction after accepting it in the manner described above. However, if the parties agree on the cancellation of a Card Transaction after such acceptance, the Bank has the right to charge the Account Holder for the cancellation costs.

The Card Transaction is debited from the Account Holder’s account, or recorded on it, no later than during the Banking Day following the Moment of Receipt of a Card Transaction.

The Bank has the right to debit the card payments from the account linked to the Card within the general period of expiry applicable to receivables.

4.4 Liability for unlawful use of the Card

The loss of a card or its secret PIN or other ID, or the fact that they may have fallen into the hands of an unauthorised person, must be immediately reported to one of the Bank’s offices or the telephone service during their business hours, or by telephone to the 24 h service telephone number for lost Cards, telephone 0200-2585 or for calls made from abroad, +358 200 2585.

When making a loss notification, the Account Holder’s name, the Cardholder’s name and personal identity code and the card types of the lost cards must be specified.

The account holder’s and cardholder’s responsibilities for the card expire when the bank has received the aforementioned notification. The liability of the Account Holder before the notification of loss is received is not limited in terms of money.
The account holder and the cardholder (who has payment responsibility) shall also be responsible for unauthorised use of the card after the notification of loss, if the loss was due to other than minor negligence or if the PIN was kept in such a manner that it was discovered by the person stealing the Card.

A Card that has been reported as lost or that has fallen into the hands of an unauthorised person may no longer be used. However, if the Cardholder uses the Card, the Bank has the right to charge the Account Holder for a fee for the confiscation of the Card and the costs incurred by the Bank arising from the use and confiscation of the Card.

The Account Holder has the right to ask the Bank at any time to restore the possibility of using the Card. Such a request must be made in person at one of the Bank’s offices during its opening hours or in some other manner agreed between the Bank and the Account Holder.

If there no longer are any grounds for preventing the use of the Card, the Bank will issue a new card to the Cardholder as soon as possible after the Account Holder has made a request to this effect and the grounds for preventing the use of the Card have been eliminated. The new card will carry a new number and a new PIN.

The Bank has the right to replace a Card in use with a new one when that is justifiable from the point of view of the Bank’s risk management.

The Bank will refund the Account Holder’s account with the amount corresponding to an unlawful Card Transaction after the Bank has established that the Account Holder or the Cardholder are not responsible for the unlawful use of the Card. No interest is payable on the refunded amount and no compensation is payable for any other costs incurred by the Account Holder or the Cardholder.

4.5 Use of the Card on the Internet
The card must not be used on the Internet or in other open data networks without a digital certificate or other Cardholder and/or payment transaction encryption or verification procedure provided or approved by the Bank.

The Mastercard Cardholder can use the Mastercard Secure Code service when paying for purchases made via the Internet. It is possible to find out whether a vendor belongs to the service by checking for the Mastercard SecureCode icons on the vendor’s website. The card may be used on the Internet using an ID approved by the Bank. Use of the ID for Internet payments is equivalent to the Cardholder’s signature, and a payment made on the Internet using the ID is binding on the Account Holder and the Cardholder.

Any complaints relating to account transactions made with the Card must be made to the Bank without delay and no later than two (2) months from the date of the payment or withdrawal. For submitting a written notification, the receipt of the card transaction must be retained.

5. The Bank’s rights and responsibilities

5.1 Fees and charges relating to use of the Card
The Bank has the right to charge the Account Holder for the charges and fees set out in the special terms and conditions for each Card, as well as the fees and charges set out in the Bank’s service charge list. The service charge list is available for viewing at Danske Bank offices.

The Bank has the right to refuse to refund a charge or fee charged in advance if the Cardholder ceases to use the Card during the period to which the fee or charge relates.

5.2 The right of the Bank to transfer and record data
When an ATM of another bank or a company acting on behalf of the Bank is used, the transaction data of the Cardholder is stored on the data system of the bank in question or the company acting on behalf of the Bank.

When a Payment Terminal is used, the transaction data is stored on the data system of the Payee’s bank or the company acting on behalf of the Bank.

The Bank also has the right to supply data related to use of the Card to a company acting on behalf of the
Bank, to another bank and to the Payee. The Bank and said parties have the right to acquire and exchange data concerning the Account Holder and Cardholder and relating to use of the Card. They also have the right to respond to enquiries from vendors wishing to know whether the payer has sufficient funds to make a card payment, and apply a procedure for reservation of funds to enable payment to be made. They also have the right to issue other instructions related to use of the Card. The Bank has the right to transfer data to a company that accepts reports of card losses.

5.3 Liability of the Bank and its limitations
The Bank is responsible to the Account Holder for ensuring that the payments and repayments made by the Cardholder using the Card and complying with the order are recorded on the account linked to the Card.

The Bank cannot guarantee the uninterrupted operation of ATMs. The Cardholder must be prepared for interruptions in their operation.

The Bank is liable for direct losses that the Cardholder shows he/she has suffered and that arise from malfunctions and faults in ATMs used in Finland by the Bank’s account customers. The Bank is not liable for direct losses incurred by Customers if the ATM malfunction was obvious.

The Bank is not liable for any indirect damages arising from the use of the Card or prevention of its use, such as loss of income or profit, interest loss, unattained profit, reduction or interruption of business operations. The Bank is also not responsible for any contract between the Customer and a third party or the non-performance of such a contract, or any other demands presented to the Customer by a third party. In addition, the Bank is not responsible if the Cardholder’s is unable to use the funds on the account in the manner desired by him/her.

A Payment Order only becomes binding on the Bank provided that the account to be debited contains, at the moment of debiting, sufficient funds for making the payments. The Bank has the right not to transfer the payments if there is not sufficient cover in the Customer’s account.

The Bank is not party to these contracts and it is not responsible for compliance with these contracts and the related terms and conditions.

The Bank accepts no responsibility for a vendor declining the Card as a means of payment.

For damages arising from international sanctions, the Bank’s liability is defined in Section 11.

5.4. The Bank’s rights
The payments and withdrawals made with the card are debited from the account within a reasonable period of time. The Bank has the right to debit the Card payments from the account linked to the Card within the general period of expiry applicable to receivables.

The Bank has the right to decline an individual Card Transaction when, for example, the account has insufficient funds, the credit limit of the Card would be exceeded, the Card details cannot be read, the Bank has reason to suspect unauthorised use of the Card, or the Card is otherwise not used in compliance with these Terms and Conditions. The Bank also has the right to prohibit or prevent the use of the Card, temporarily or permanently, or limit it for security reasons or other such valid reasons in situations referred to in Section 4.4.

6. Right to make changes
The Bank has the right to amend these Terms and Conditions.

If the amendment does not increase the obligations of the Account Holder or Cardholder or reduce their rights, or if it arises from changes to legislation or from resolutions of the authorities, the Bank shall announce the amendment by publishing it on the Bank’s premises.

In cases other than those referred to in the previous paragraph, the amendment shall enter into force at the time announced by the Bank, however no earlier than one (1) month after the notification was sent to the Account Holder or a notification on the amendment was published on the Bank’s premises.

The Bank also has the right to announce the amendment by publishing it on its website at www.danskebank.fi, in which case said period is calculated from the date of this publication.
Any changes in the charges included in the service price list or the Terms and Conditions for the Card shall be announced by the Bank on its premises.

The Account Holder is obliged to notify the Cardholder of the change. The Agreement continues as amended, unless the Account Holder serves a written notice to terminate this Agreement in accordance with Section 10 before the change comes into effect.

7. Obligation to disclose information; communications

The Account Holder and Cardholder must provide the Bank with sufficient identification and contact details, such as name, business ID or social security code, address, place of residence and phone number, as well as any changes to these, and a specimen signature.

The Account Holder and the Cardholder are responsible for ensuring that the information they provide is correct and up to date. The Bank is not liable for losses that arise when the Customer has not notified the Bank of changes to the customer information specified.

The language of communication between the Account Holder and the Bank shall be Finnish or Swedish as desired by the Account Holder.

The Bank shall send any notices concerning the Card or the Card Agreement in writing to the Account Holder to the address last provided by the Account Holder, or in electronic form to the telecommunication address or other electronic address agreed with the Account Holder, or as otherwise agreed between the Account Holder and the Bank.

If the Account Holder wishes to receive details of Card Transactions more frequently than in an invoice sent once a month or in some other manner or media than those agreed, the Bank has the right to charge a fee specified in the service charge list for providing such information.

The Account Holder shall send any notifications to the Bank concerning the Card Agreement and invoicing in writing to a branch office.

8. Date of service of notice

Notices sent by the Bank to the Account Holder are deemed to have been received by the Account Holder no later than on the seventh (7) day from the date on which they were posted to the Account Holder’s address known to the Bank or to a new address provided by the Account Holder or the Finnish Post. An electronic notification is deemed to have been received by the Account Holder at the latest on the seventh (7) day from the day the Bank sent the notification or made it available to the Account Holder.

The Bank is deemed to have received the Account Holder’s notification at the latest on the seventh (7) day from the mailing date when the notification is sent in writing to the Bank’s branch office set out in Section 7.

9. Transferring the Agreement

The Bank has the right to transfer this Agreement in full or in part, including all its rights and obligations, to a third party without consulting the Customer.

10. Notice of termination and cancellation of the Card Agreement

The Account Holder has the right to terminate the Agreement with immediate effect. The Bank has the right to terminate the Agreement with one (1) month’s notice.

The Bank has the right to cancel a Card Agreement if the Account Holder or Cardholder materially breaches the terms and conditions for the Card, or if the Bank has serious grounds to consider that the Customer has misused a feature of the card. When cancelled, the Card Agreement is terminated with immediate effect.

The Bank has the right to terminate the Customer’s unused credit facility unconditionally and with immediate effect, for example if the Bank’s solvency is at risk or due to action taken by public authorities.

The Bank also has the right to terminate the Agreement with immediate effect, if the Cardholder’s employment relationship with the corporate customer ends.

The Account Holder is liable for the transactions made using the Card before the Bank has received
notice of termination and the Card itself. If the Bank has served notice of termination of the Card Agreement, the Account Holder is responsible for all liabilities related to the Card Agreement during the period of notice.

11. International sanctions directed at the Account Holder and/or Cardholder

If sanctions imposed by the UN, the UK, the USA, the EU or any member state of the EEA or any locally competent authority are directed at the Account Holder and/or the Cardholder or if these have any impact on the Account Holder and/or the Cardholder, directly or indirectly, the Bank has the right to cancel the Card or restrict its use, or terminate or cancel the Card Agreement.

The Bank will not accept responsibility for any direct or indirect damages potentially arising from the use of the Card not being possible or from taking any action related to sanctions that the Bank has deemed to be necessary at its own discretion.

12. Force majeure

The Bank will not accept responsibility for damages arising from force majeure or similar reasons causing excessive difficulties to the Bank’s operations. Such reasons may include:

- provisions of law or actions by public authorities;
- war or the threat thereof, an uprising or civil unrest;
- an interruption in mail delivery, automated data processing, data transfer or other electronic communications that is beyond the control of the Bank;
- an interruption or delay in the execution of a function or an action by the Bank due to fire or another comparable accident or unusual natural phenomenon;
- industrial action such as a strike, lockout, boycott or embargo even in cases that only apply to part of the Bank’s salaried personnel or personnel of the Bank’s subcontractor; irrespective of whether the Bank is party to such a dispute or not;
- other unreasonable difficulty in the Bank’s operations due to a reason comparable or similar to those listed above.

Force majeure or other circumstances specified above entitle the Bank to suspend its operations for the time being.

The Bank is obliged to inform the Account Holder as soon as possible of the occurrence of a force majeure situation. The Bank may announce such an occurrence in nationwide newspapers.

13. Validity of the Agreement

This Agreement is valid until further notice.

14. Applicable Law and Place of Jurisdiction

This Agreement shall be governed by Finnish law.

Any disputes arising from this Agreement shall be settled at the Helsinki District Court.

15. Advance information

By signing the Card Agreement the Account Holder confirms that he/she has received advance information concerning the Card Agreement. Advance information refers to information on the Bank, payment services related to the Card and offered by the Bank, communications between the Bank and the Account Holder, precautionary measures, liability issues and legal protection measures, as well as on the procedures for amending and terminating the Card Agreement.

16. Information about Data Protection

When dealing with the Bank in the capacity of being an individual, e.g. employee, director, beneficial owner and other individual associated to the Company, the Bank registers and uses data about the individual (personal data) to offer the individual and the Company the best advice and solutions, and to comply with the legal requirements that apply to the Bank as a financial institution. More information about what personal data the Bank registers, how the Bank uses it and about the Company’s and the individual’s rights is written in the Bank’s privacy notice at www.danskebank.fi/tietosuoja, which can also be provided in hard copy to the Company. The notice also provides contact information if any questions arise.

When the Company, or anyone on behalf of the Company, provides the Bank with personal data, The Company warrants that the Company is entitled to disclose such personal data. The Company also ensures that the individual/person has been informed where to find the Bank’s privacy notice.