

Terms and conditions for the use of Mastercard Credit Cards

1. Scope and definitions

These terms and conditions for the use of Mastercard credit cards are applied to the credit account granted by Danske Bank A/S, Finland Branch (hereinafter the "Bank") and the Mastercard Gold and Mastercard Platinum credit card (hereinafter the "Card") linked to it. These terms and conditions for the use of credit cards became effective on 1 January 2020..

In addition to these terms and conditions for the use of credit account and the Mastercard credit cards, the following terms and conditions valid at any given time are applied:

- General Card Terms and Conditions for Private Customers and
- terms and conditions associated with any services used.

In case of discrepancies between language versions, the Finnish terms and conditions take precedence. In case of discrepancies between the terms and conditions mentioned above and the terms and conditions for the use of Mastercard credit cards, these terms and conditions for the use of Mastercard credit cards take precedence with respect to credit.

The definitions of terms used in these terms and conditions for the use of Mastercard credit cards are the same as in the General Card Terms and Conditions for Private Customers. In addition, in these terms and conditions for the use of Mastercard credit cards, the following definitions apply:

Remote sales refers to a situation where the card agreement on the service is entered into using remote communications so that the customer does not personally meet the Bank's representative when the agreement is entered into. If transactions through eBanking or the telephone bank are related to an existing agreement, this is not an instance of remote sales.

Credit costs refer to the aggregate amount of interest, expenses and other charges that the cardholder must pay due to the credit relationship. Credit costs also include the costs of insurance policies and other comparable additional services if entering into an agreement concerning the additional service is a precondition for obtaining credit under the terms and conditions marketed.

Effective annual interest refers to the interest rate obtained by calculating the credit costs as an annual interest on the amount of credit taking repayment instalments into account.

2. Granting of a credit account and Card

A credit account and Card may be granted on the basis of a written application to a person of full age receiving a regular income, resident in Finland, with a regular residence, who is known to manage his/her monetary transactions impeccably and who has no registered payment defaults.

With the consent of the main cardholder, a parallel card giving entitlement to the use of the credit account may be granted to a family member of full age or another person of full age living in the same household as the main cardholder. A parallel card entitles the cardholder to monitor transactions entered into the credit account.

In addition, sections 3, 4 and 17 of the General Card Terms and Conditions for Private Customers are applied to the credit account and the granting of the Card linked to it.

3. Credit limit

The customer's application determines the desired credit limit. The Bank informs the cardholder of the granted credit limit in an invoice. The credit limit granted is specific to each credit account, and one or more Cards may be linked to a single credit account. The Bank has the right to amend the credit limit applied for.

4. Use of the credit account and the Card and drawing of credit

The cardholder has in use a credit limit granted for the credit account and a Card with which the credit account is mainly used and credit is drawn. The credit account may also be used and credit may be drawn, for example, by making account transfers from the credit account through eBanking and by paying invoices using the credit account on a payment machine. The cardholder is responsible for ensuring that the granted credit limit is not exceeded under any circumstances. The main cardholder is also responsible for the use of a parallel card and the fees and charges levied on it.

The Bank has the right to immediately cancel the use of the credit account and the Card linked to it if the agreed credit limit is exceeded. The credit account and the Card may not be used if there is a receivable fallen due in the credit account.

No separate credit account-specific usage constraints may be set for the credit account and the Cards linked to it. The credit account and the Card are always used within the credit limit in Finland and abroad.

Sections 8 and 18 of the General Card Terms and Conditions for Private Customers address the more specific terms and conditions for the use of the credit account and Card, drawing of credit, the acceptance of agreements entered into by the cardholder and card transactions and the payment of debt arising from this to the Bank.

5. Credit interest

The total interest rate on credit is the sum of a reference rate set out in the card credit agreement and a margin.

5.1 Determination of the variable credit interest rate

The cardholder is obligated to pay annual interest determined on a daily basis for interest-bearing credit in use, which is made up of the reference rate of interest and the margin agreed upon in the card credit agreement.

The Euribor interest rate published at www.suomenpankki.fi is used as the reference rate of interest. The Euribor interest rate is the reference rate of interest in the financial markets of the euro area. The value specification and quotation dates for this reference rate of interest are based on what effectively applies to international practice at the time. The interest on the credit remains the same during the interest specification period. The length of the interest specification period is taken from the name of the reference rate of interest.

The reference rate of interest is reviewed on interest adjustment days to match the three-month Euribor rate of the first day of March, June, September and December, respectively, increased by interest margin as given in the card agreement. If an interest rate adjustment day is not a banking day, the value of the reference rate on the banking day following the adjustment date will be used as the reference rate. If the value of the reference rate changes on the adjustment day, the interest rate on the loan is changed by a corresponding amount. The interest rate on the credit remains unchanged between the interest adjustment dates. Any changes in interest rates are applicable immediately as of the adjustment dates with no advance notification. The main cardholder is informed of the interest rate for the interest specification period in arrears in an invoice delivered once a month.

The amount of interest is calculated for the period from the end of the interest-free period to the settlement date using the actual number of interest days and the number 365 as the divisor.

If Euribor is discontinued, the Bank will choose as a replacement reference rate, which is formally designated or recommended as the replacement for Euribor by the administrator of Euribor or any applicable authority or regulator.

If no replacement rate is designated for Euribor, the Bank will choose a reference rate. When choosing the replacement reference rate the Bank will, where reasonably possible, take into account relevant market precedents as well as the published recommendations and guidance from associations and public bodies involved in the establishment of market standards in the relevant markets.

If Euribor does not cease to exist but is materially change in Bank's reasonable opinion, the Bank will nominate a replacement for Euribor by using above mentioned principles.

If the discontinuance of Euribor is temporary or if Euribor otherwise becomes inaccessible, the Bank will nominate a replacement reference rate for this temporary period by using the above mentioned principles.

The replacement reference rate will apply from the moment where the Bank informs the Cardholder about the change.

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5.2 Effective annual interest

The effective annual interest on the credit account is specified in the card credit agreement. The effective annual interest rate is calculated on the date the agreement is signed, assuming that the credit period is one year and that the credit is in use in its entirety, the interest on the credit and the fees and charges remain the same throughout the credit period and that the credit is repaid in 12 equal instalments at one month intervals.

5.3 Accrual of credit interest

Any card transactions other than cash withdrawals and account transfers from the credit account made during an invoicing period are interest-free up to the due date, after which interest in accordance with the card credit agreement is calculated on unpaid debt. For cash withdrawals and account transfers made from the credit account the interest is accrued from the day of the payment transaction. That part of the invoice total that the cardholder does not settle on the due date of

the invoice constitutes an interest-bearing credit. However, the maximum amount of credit is the difference between the credit limit granted and the amount of interest-bearing credit already in use.

The Bank has the right to limit the cardholder's right to transfer debt to interest-bearing credit if the cardholder does not comply with the agreed terms and conditions or if the Bank deems that the risk of the cardholder being unable to fulfil his/her obligation to pay has considerably increased.

5.4 Interest for late payment

If the monthly payment is not remitted so that it is received by the creditor bank on the due date, the debtor is liable to pay annual interest for late payment on the amount delayed from the due date to that date when the payment has been received by the creditor bank.

The interest for late payment is seven (7) percentage points higher than the reference rate of interest specified in the Interest Act.

If the interest collected by the Bank before the due date of the credit is higher than that specified according to the Interest Act as outlined above, the Bank is entitled to apply this higher reference rate as the penalty interest rate for a period of one hundred and eighty (180) days from the date the entire credit has become due for payment; however, for no longer than until a court of law has issued its verdict regarding the credit. After this, the interest for late payment is determined according to the Interest Act.

6. Invoicing and repayment of credit

The card and other account transactions concerning the Card's credit account, interest-bearing credit, credit and interest for late payment and other charges specified in the terms and conditions of use and service charge lists are invoiced from the cardholder in euro once a month. The due date of the invoice is agreed between the parties in the card credit agreement. Any card transactions made by the main and parallel cardholders and other debits and charges specified in the terms and conditions of use and the service charge list are invoiced using the same invoice.

The invoice shows the total amount of credit in use. When the customer pays all of the credit used by the due date, the new card transactions are interest free except for cash withdrawals and account transfers made from the credit account.

The invoice also shows the monthly instalment, which is the minimum amount agreed between the Bank and the cardholder to be paid on a monthly basis. The monthly instalment comprises the credit repayment, the interest and any fees charged. However, the minimum

instalment is always at least equal to the total of any potential interest and fees.

Any overdue monthly instalment and any potential part of the invoice total that exceeds the agreed credit limit must be paid in addition to the agreed minimum instalment. The main cardholder can agree on changing the amount of the monthly instalment with the Bank.

The due date for the invoice is the date specified in the card credit agreement for the last day when the cardholder has to pay at least the monthly instalment. If the due date is not a banking day, the payment date for the credit and interest levied on it as well as the costs associated with credit management are transferred to the following banking day. If the payment day is postponed, the Bank has the right to charge the interest rate applied during the then current interest rate specification period from the due date to the new payment date on the entire unpaid balance of the credit.

Payments are valid only when paid to the Bank's account. Any complaints regarding the invoices must be made in writing within a reasonable period, normally within seven (7) days of receipt of the invoice. In order to make a complaint, the cardholder must be able to produce the receipt for the card transaction in question.

The cardholder has the right to pay an amount larger than the monthly instalment specified in the agreement or repay the entire debt prematurely without charge.

In credit use, the customer has the right to two (2) non-consecutive payment-free months each year, to be agreed with the Bank and as of a time to be announced by the Bank. The interest and any fees incurred during a payment-free month are included in the next monthly instalment.

The Bank sends the invoice and other notices related to the credit to the cardholder at the address that the cardholder has given the Bank or which has been obtained from the Population Register.

When an account statement or other notice concerning the credit is sent to the main cardholder's address mentioned above, the notice is deemed to have been received on the seventh (7th) day after the notice was sent at the latest.

7. Foreign exchange rates

Section 10 of the General Card Terms and Conditions for Private Customers addresses the terms and conditions for foreign exchange rates.

8. The cardholder's duty of disclosure

The cardholder undertakes to provide the Bank on request with necessary information on his/her financial position and matters affecting his/her capacity to pay.

9. Special grounds for terminating the credit agreement

If the cardholder has used the card contrary to the terms and conditions and the breach of agreement is material, the Bank has the right to cancel the credit agreement with immediate effect.

If the payment of a monthly instalment is delayed by more than one month and remains unpaid, the entire receivable may be matured due for payment. Non-matured receivables may also be entirely matured for payment if the cardholder dies or has provided the Bank with misleading or incorrect information that may have affected the granting or the terms and conditions of the credit or if the cardholder is guilty of some other material breach of agreement or is declared bankrupt.

If the delayed payment is due to the cardholder's illness, unemployment or another comparable reason, this "social payment disturbance" must be taken into account when terminating the credit and/or the agreement. A consumer must inform the Bank in writing of a social payment disturbance if he or she wishes it to be considered. However, the Bank has the right to mature the credit if, considering the duration of the delay and other circumstances, it would be manifestly unreasonable for the Bank to continue the debt relationship.

Maturation becomes valid after four (4) weeks or, if the cardholder has been previously reminded of the delay or other breach of agreement, after two (2) weeks from the date when the notice concerning maturation was sent to the cardholder. If the cardholder pays the delayed amount or remedies another breach of agreement within the period previously mentioned, maturation is cancelled. Interest for late payment under section 5.4 is levied on the amount fallen due.

If the credit is matured, that part of the credit costs which is allocated to the credit period unused must be deducted from the remaining receivable. However, the Bank may levy full costs resulting from the measures associated with the establishment of credit as specified in the agreement.

Even if the Bank does not mature the credit immediately after discovering that the grounds for that exist, it does waive its right to refer to these grounds for maturing the credit.

The Bank has the right to transfer an unpaid balance of the credit to a third party for collection. The customer is

liable for any unpaid debt and its collection expenses and costs.

The Bank has the right to report and the registrar has the right to record a failure to pay in the credit information register if no less than three (3) weeks have elapsed since a reminder containing a warning of the possibility that a failure to pay may be recorded in the credit information register was sent to the cardholder, and the payment is delayed by more than sixty (60) days from the original due date stated on the reminder of payment, or such recording is otherwise permissible by virtue of law or by a decision by the data protection authority.

10. Fees and charges

Fees and charges for the credit account and the Card linked to it and its use are defined in the card credit agreement and the service charge list valid at any given time. In addition, sections 10 and 12 of the General Card Terms and Conditions for Private Customers are applied to fees and charges.

11. Right of cancellation

The cardholder has the right to cancel the card credit agreement by informing the Bank of this within fourteen (14) days of permanently receiving a copy of the agreement with its terms and conditions and, additionally in remote sales, the preliminary information referred to in Chapter 6a of the Consumer Protection Act (38/78). As a minimum, the notification must include the following specific details:

- the cardholder's name and personal identity number;
- the number of the Card to be cancelled;
- the number of the account linked to the Card; and
- the cardholder's signature.

When the cardholder cancels the card credit agreement, any card transactions made during the validity of the Card and the credit are binding on the cardholder despite the cancellation. The cardholder is obligated to pay the fees, expenses, interest and assignment charges in accordance with the agreement and the terms and conditions which have accumulated for payment for use of the Card and credit during the period of use.

The cardholder must, without delay and within 30 days of sending the notification of cancellation, return in full with interest any assets received on the basis of the agreement and pay any card transactions made using the Card under risk that the cancellation shall otherwise lapse.

If the cardholder cancels the card credit agreement, the Bank levies credit interest as compensation for the period during which the credit has been at the debtor's disposal. With regard to a credit agreement made

through remote sales, the Bank has the right to demand the effective annual interest on the credit for the period the credit has been at the debtor's disposal. The amount of interest is specified in the agreement.

12. E-invoicing terms and conditions

When the customer makes an e-invoicing agreement, he or she authorises the Bank send the invoices as e-invoices to the customer's eBanking service. The customer must separately approve the payment in the eBanking service. The customer must ensure that the bank account has sufficient funds on the banking day preceding the due date at the latest. The e-invoicing agreement may be cancelled by notifying the bank so that the next e-invoice will no longer be sent.

13. Amending these terms and conditions

Section 21 of the General Card Terms and Conditions for Private Customers is applied to the amendment of the card credit agreement and these terms and conditions of use.

14. Transferring the agreement

Section 22 of the General Card Terms and Conditions for Private Customers addresses the terms and conditions for transferring the agreement.

15. Terminating the card agreement

The main cardholder has the right to terminate the card credit agreement with immediate effect, as a result of which the right to use a parallel card also expires. After termination, no cardholder of the Cards linked to the credit account has the right to use the Card or the credit account and each cardholder is obligated to return his/her Card to the Bank cut in such a way that the chip on the Card is also destroyed. No charges are levied for termination.

A parallel cardholder, for his/her part, has the right to terminate the agreement with immediate effect.

The Bank has the right to terminate the agreement with two (2) month's notice. When the agreement is terminated, the outstanding debt is payable in accordance with the current terms and conditions of use.

The Bank has the right to terminate the customer's unused credit facility unconditionally and with immediate effect if the Bank's solvency is at risk or public authorities take certain actions, for example.

In addition, section 23 of the General Card Terms and Conditions for Private Customers is applied to termination.

16. Cancelling the card agreement

The Bank has the right to cancel the card credit agreement, refuse to renew the Card granted and request immediate payment of the credit in use if the grounds for cancellation specified in section 23 of the General Card Terms and Conditions for Private Customers are fulfilled.

17. Validity of the agreement

The card credit agreement is in force until further notice.

18. Applicable law and legal venue

Section 26 of the General Card Terms and Conditions for Private Customers addresses the terms and conditions for applicable law and place of jurisdiction.

