

## Addendum – First Card with personal liability

First Card with personal liability is subject to General account terms and cardholder conditions for First Card unless they are deviated from in this Addendum.

**In condition 1 the following definition is added:**

First Card with personal liability

A MasterCard or Visa credit card for commercial use for which the cardholder is invoiced. The card is issued upon application from the accountholder and the cardholder.

**Condition 2.1 is replaced by the following text:**

### 2.1 General

These terms and conditions apply to the accountholder's and cardholder's use of a First Card with personal liability. By signing the application and/or using the First Card payment card and the

Travel Account, the accountholder and the cardholder are bound by these terms and conditions. Questions regarding First Card may be directed to First Card Customer Service on +45 70 20 63 09.

**Condition 2.2 is replaced by the following text:**

### 2.2 Commercial use of First Card

If the accountholder has chosen First Card with personal liability in the application form, First Card may only be used for commercial purposes. The cardholder must be aware that all information about the cardholder's commercial use of the First Card payment card and the Travel Account are available to the accountholder.

**Condition 3.3 is replaced by the following text:**

### 3.3 The accountholder's responsibility and liability for First Card with personal liability

The accountholder is liable for the commercial use and misuse of First Card with personal liability and the Travel Account if the accountholder has not compensated the cardholder for expenses relating to the commercial use.

If the card has been misused by any other person than the cardholder, the accountholder is liable with the same limitations as the cardholder, see condition 3.4.

If the accountholder proves that the First Card with personal liability has not been used for commercial purposes or in the interest of the accountholder, the cardholder is liable for that use.

The accountholder is responsible for making rules that determine which employees can make purchases via the Travel Account.

The accountholder's liability ceases when the Bank has received a request to block the First Card with personal liability.

However, the accountholder will continue to be liable for transactions made using the cards or transactions in the Travel Account which have not been finally settled. Transactions already made cannot be revoked.

The accountholder must also indemnify the Bank for any expenses as a result of the cardholder's or the accountholder's non-compliance with these terms and conditions.

**Condition 3.4 is replaced by the following text:**

### 3.4 The cardholder's responsibility and liability for First Card with personal liability

The cardholder is liable for the commercial use of First Card with personal liability if the accountholder has compensated the cardholder for expenses relating to the commercial use of the card. If reorganisation or insolvency proceedings are instituted against the

accountholder and the accountholder has not compensated the cardholder for expenses relating to the commercial use of the card, the cardholder is liable for this use of the card only if the cardholder knew or ought to have known that the accountholder would not be able to fulfil its obligations towards the Bank.

The cardholder's liability includes all interest payments, service charges and costs etc, including costs caused by the cardholder's delayed payment or non-payment.

The cardholder is moreover liable for personal spending using the

First Card payment card in breach of this agreement.

If the card has been misused by another person, the cardholder's liability is limited as stated below in condition 3.4.

The cardholder is liable for up to DKK 1,100 (excess) of the misuse if another person has misused the First Card payment card by way of the PIN.

The cardholder is liable for up to DKK 8,000 of any losses if another person has misused the First Card payment card by way of the PIN and

- The cardholder has failed to inform the Bank as soon as possible after having become aware that the card has been lost or that the PIN has become known to an unauthorised person
- The cardholder has disclosed the PIN to the person who has misused the card and the cardholder was not aware or could not have been expected to be aware of the risk of misuse of the card or
- The cardholder made the unauthorised use possible through grossly negligent conduct.

The cardholder is liable for up to DKK 8,000 of any loss if another person has misused the First Card payment card, if the First Card payment card has been read physically or electronically and the unauthorised person has forged the signature in that connection and

- The cardholder or any person to whom the card has been entrusted has failed to inform the Bank as soon as possible after having become aware that the card has been lost or
- The cardholder or any person to whom the card had been entrusted made the unauthorised use possible through grossly negligent conduct.

The total liability may not exceed DKK 8,000 pursuant to the above two sections.

The cardholder is liable for the entire loss if the PIN had been disclosed to the person who misused the card, and where the cardholder was aware or ought to have been aware that there was a risk of misuse.

The cardholder is also liable for the entire loss if the cardholder has acted fraudulently or deliberately failed to fulfil his/her obligations to protect the PIN, see condition 3.2, or to block the card, see condition 3.5.

In addition, the cardholder is liable where First Card with personal liability has been used for withdrawing cash unless the cardholder can provide documentation for commercial use of the cash in the account holder's interest.

The cardholder's liability ceases when the Bank has received a request to block the First Card payment card.

**Condition 4.2 is replaced by the following text:**

#### **4.2 Direct invoicing of cardholder with First Card with personal liability**

Cardholders with a First Card with personal liability will be invoiced direct for their use of the First Card payment card.

The cardholder will be invoiced via Betalingsservice (direct debit) or the invoice is sent to the home address that the cardholder has stated in the application form. The cardholder is responsible for settling any commercial spending with the account holder before the card transactions fall due for payment.

If the cardholder wishes to reject an invoice, in whole or in part, the cardholder must contact First Card Customer Service as soon as possible after receipt of the statement of direct debits or the invoice on +45 70 20 63 09. The Bank may demand that the cardholder's objection is made in writing on a special form.

If the cardholder rejects to pay an amount to the Bank, the amount will be charged to the account holder. Payment in full discharge can only be made to the Bank.

**Condition 4.3 is replaced by the following text:**

#### **4.3 Objections**

The Bank is not liable for any errors or defects relating to goods and services paid for with the First Card payment card. Complaints, if any, should be directed to the merchant in accordance with the legislation of the relevant country.

When buying services such as subscriptions, the cardholder must make sure that the provider of the subscription is notified in writing when the cardholder no longer wishes to pay for the service with the First Card payment card.

In the event of any discrepancy between the receipt, sales voucher or withdrawal slip and the statement of direct debits or the invoice, the cardholder must inform the Bank as soon as possible and preferably within two weeks from the date of the statement of direct debits or the invoice. Failure to make an objection within this period may have the effect that a justified complaint will be turned down.

In respect of First Card with personal liability any objection must under all circumstances be made no later than 13 months after the amount has been withdrawn from the cardholder's account.

Objections concerning payments made with First Card with personal liability where the cardholder did not know the final amount on approval of the payment and where the amount is significantly higher than what can reasonably be expected must have been made no later than eight weeks after the amount is due or withdrawn from the account.

**Condition 6.4 is replaced by the following text:**

#### **6.4 Change of fees**

The Bank may change the fees or introduce new fees for First Card with personal liability by giving two months' notice.

**Condition 9.3 is replaced by the following text:**

9.3 If a cardholder wishes to make a complaint in connection with his/her use of the First Card payment card, such complaint may be sent to the Bank's customer ombudsman, who is responsible for complaints. The customer should contact Nordea, Kundeservicechefen, PO box 850, 0900 Copenhagen C, Denmark, by e-mail at [klageansvarlig@nordea.dk](mailto:klageansvarlig@nordea.dk) or via [nordea.dk](http://nordea.dk).

Any complaints about the Bank may also be submitted to the Danish Credit Institutions' Claims Board, [pengeinstitutankenaevnet.dk](http://pengeinstitutankenaevnet.dk), address: Amaliegade 8B, 2., PO box 9029, 1022 Copenhagen K, which is the alternative dispute resolution board according to the Danish Consumer Complaints Act.

Complaints may also be submitted via the European Commission's Online Dispute Resolution portal. This could be particularly relevant if the customer is a resident of another EU

country. The complaint is submitted at <http://ec.europa.eu/odr>. When submitting a complaint please state the Bank's e-mail address: [klageansvarlig@nordea.dk](mailto:klageansvarlig@nordea.dk).

Any complaints concerning the Bank's compliance with financial legislation may be submitted to the Danish Financial Supervisory Authority, [www.finanstilsynet.dk](http://www.finanstilsynet.dk) (eg standards of good practice) or to the Swedish Financial Supervisory Authority, [www.finansinspektionen.se](http://www.finansinspektionen.se).

Any complaints about the Bank's treatment of personal data may be submitted to the Danish Data Protection Agency, [www.datatilsynet.dk](http://www.datatilsynet.dk).

**Condition 9.5 is replaced by the following text:**

#### **9.5 Changes to these terms and conditions and the terms for additional services**

The Bank is entitled to change the terms and conditions of First Card with personal liability and the terms for additional services offered as part of First Card with personal liability to the detriment of the accountholder by giving two months' notice.

Changes in favour of the accountholder and/or cardholder can take effect without notice. In case of changes the accountholder and/or the cardholder will be informed by letter, on the statement of direct debits, the specification or the invoice, via another durable medium or by advertisements in the press.

A change of which notice has been given is deemed to be approved by the accountholder and/or the cardholder unless the accountholder and/or the cardholder has informed the Bank before the new conditions take effect that the accountholder and/or the cardholder does not want to be bound by the new conditions.

If the accountholder and/or the cardholder informs the Bank that the accountholder and/or the cardholder does not want to be bound by the new conditions, the agreement is deemed to be terminated at the time when the new conditions take effect. All cards issued must be cut in two and returned to the Bank at the address stated on the back of the card.