

# General terms and conditions, SAS Faktura

2018-05-01

## 1. The Parties etc.

The Parties to this agreement are the Account Holder on one hand and Diners Club Nordic AB ("Diners Club") on the other. The Agreement shall be regarded as concluded and effective on the day that Diners Club approves an application for SAS Faktura. Diners Club and the Account Holder undertake to comply with the Agreement from the same point in time.

### Information on Diners Club Nordic AB

Organisation Number 556412-7545  
106 40 Stockholm

Website: [www.dinersclub.se](http://www.dinersclub.se)

Diners Club is licensed to provide financial services and is subject to supervision by the Swedish Financial Supervisory Authority: Finansinspektionen, Box 7821, SE-103 97 Stockholm, [www.fi.se](http://www.fi.se)

(FI institute number 041523). Diners Club is a member of the SEB Group.

## 2. Definitions

The terms stipulated in these general terms and conditions below shall have the following meaning.

*The Agreement:* The Agreement means these general terms and conditions.

*Account Holder:* The Account Holder refers to the legal entity or natural person who has applied for and been granted SAS Faktura.

*Account Balance:* Account Balance refers to unregulated amounts charged to SAS Faktura in accordance with this Agreement and any interest, fees, costs and decimal-rounding.

*Complaints:* Means a notification from the Account Holder concerning an uncompleted or erroneously completed transaction.

*SAS Faktura:* SAS Faktura is an invoicing service administrated by Diners Club Nordic AB.

*Transaction:* Means a deposit, withdrawal or transfer of funds into/from an account.

## 3. Scope and use of SAS Faktura etc.

A. SAS Faktura is not personal and can only be used by the personnel the Account Holder and SAS agree upon. The other procedures that apply to the use of SAS Faktura (such as rules on how SAS Faktura will be charged) also have to be agreed between the Account Holder and SAS (ref. p. 4 below).

B. SAS Faktura can be used for payment in connection with purchase of a goods or service from SAS. When SAS Faktura is used for making payments, restrictions and charges applied by Diners Club can apply.

C. SAS Faktura cannot be used to make instalment payments for purchases on instalment or for payment of other debt that the Account Holder has with SAS or another party, and may not be used to receive cash from SAS. For security reasons, Diners Club imposes certain maximum limits on payments/withdrawals per transaction and per time period and reserves the right to decline the transaction.

D. Any changes of address, phone numbers and the like shall be immediately notified to Diners Club.

E. Change of name, address, telephone number, form of incorporation or change of ownership and the like shall be reported to Diners Club without delay. In the event of a change of form of incorporation, a new application and registration certificate shall be forwarded to Diners Club.

F. Diners Club reserves the right to limit use of SAS Faktura in the event of significantly increased risk related to the Account Holder with regard to payment.

#### **4. Liability for payment**

The Account Holder is liable to Diners Club for payment of outstanding balances and therefore 1) the persons using SAS Faktura having the appropriate authority, and 2) the procedures agreed with SAS for how SAS Faktura will be charged shall prevent unauthorised use of SAS, and 3) the Account Holder is liable for payment of all transactions charged to SAS Faktura, regardless of whether charged in contradiction of the Account Holder's instructions.

#### **5. Payment liability in connection with unauthorised transactions**

The Account Holder shall be obliged:

1. to notify Diners Club as soon as possible upon becoming aware that the account has been used without authorisation; see point 10, "Blocking requests etc."; and
2. to otherwise comply with the conditions for use of SAS Faktura; see point 3 "Scope, and use of TAC etc." "

If it has been possible to complete an unauthorised transaction as a result of an obligation as per the first paragraph above being ignored through gross negligence, the Account Holder will be liable for the entire sum.

Notwithstanding the above, the Account Holder is not liable for any sum that has been charged to SAS Faktura as a result of it being used after the Account Holder reported that the account should be blocked. However, this does not apply if the Account Holder has contributed to the unauthorised transactions by behaving fraudulently.

The Account Holder is liable for the entire sum if the Account Holder fails to inform Diners Club without undue delay after becoming aware of an unauthorised transaction (complaints). This also applies if Diners Club has provided the Account Holder with information on the transaction and the Account Holder does not inform Diners Club within 45 days of the invoice date or another date on which details of the transaction were provided, see point 8 "complaints".

If Diners Club has refunded an amount to the Account Holder and then ascertains that the transaction was unauthorised, or the Account Holder was not entitled to refund of the full amount, the Account Holder shall refund the full amount. Diners Club is entitled to debit the amount concerned from SAS Faktura.

#### **6. Interest and fees**

A. If the invoice is paid late, Diners Club reserves the right to charge SAS Faktura reminder fees, claim fees, debt collection fees and interest. The interest on overdue payments shall be calculated from the due date stated on the invoice until the day payment is made. The current interest rate is 24% per annum.

B. Interest shall not be payable on the Account Holder's outstanding credit balance for SAS Faktura.

C. All charges arising from the above will be charged to SAS Faktura and comprise an amount according to the rules applied by Diners Club. Diners Club shall be entitled to revise charges and interest rates and to introduce new fees and cost reimbursements, with effect 30 days after the Account Holder is notified of the change. Information on applicable fees is provided by Diners Club.

#### **7. Payment terms**

Diners Club shall periodically invoice the Account Holder for the current account

balance. Invoicing and payment terms are based on information provided by the Account Holder, including the application for SAS Faktura. Diners Club shall receive payment no later than the due date stated on the invoice. The account balance is reduced only through payments to Diners Club. Agreements concerning payments that the Account Holder has made with SAS Faktura or any other party shall not affect the account balance.

### **8. Complaints**

SAS is liable to the Account Holder for errors in services provided. Complaints should therefore be addressed to SAS and not to Diners Club.

Complaints concerning errors in invoicing shall be received by Diners Club within 45 days of the invoice date. The Account Holder's right to complain about the error will lapse in the event of failure to do so.

### **9. Termination of the right to use SAS Faktura**

The Agreement shall apply until further notice. The Account Holder may, however, terminate the agreement for any reason. Diners Club can terminate the Agreement for any reason with the consent of SAS. Termination shall take place in written form and one month in advance.

If the Account Holder fails to fulfil its obligations according to the Agreement, if SAS Faktura is misused or it can be assumed that the Account Holder will be unable to fulfil its undertakings to Diners Club, then Diners Club has the right to immediately terminate the Agreement. The same applies if a non-payment notice is registered for the Account Holder, if the Account Holder goes into bankruptcy or if Diners Club otherwise has reason to believe that the Account Holder will not be able to fulfil its undertakings according to the Agreement.

If the Account Holder goes into bankruptcy, the right to use SAS Faktura will lapse. When the right to use SAS Faktura is terminated during the ongoing validity period

because of termination, the right to use the account for new purchases also ceases, and the account balance shall be due for immediate payment. The account terms and conditions apply, where applicable, to all debt charged to the account. This means that the Account Holder shall be liable for payments and transactions made before the account is terminated but not posted to the account until after the date of termination.

If an account has not been used within the last 24 months, Diners Club can cancel the account and Agreement without notifying the Account Holder.

### **10. Request for blocking the card etc.**

A request to block use of the card shall be made as soon as there is any suspicion of the account being used illegally. See point 6, "Payment liability in connection with unauthorised transactions".

Diners Club shall be notified by telephone on 08 14 68 60 (from abroad +46 8 14 68 60).

### **11. Submission of information to the violation register**

An entry in the violation register can be made if SAS Faktura is closed due to unpaid balance or if the account was opened on false pretences.

### **12. Revision of general terms and conditions**

Diners Club has the right to revise the general terms and conditions without obtaining advance approval on the part of the Account Holder. Such revisions will enter into effect thirty days after the Account Holder has been informed of the change. If the Account Holder does not approve of the change, written termination of the Agreement shall be submitted to Diners Club. Failure to terminate the Agreement immediately by the Account Holder will be perceived as approval of the revision.

### **13. Grounds for exemption**

Diners Club shall not be liable for any losses that are due to the enactment of Swedish or foreign legislation, measures taken by Swedish or foreign authorities, acts of war, strikes, blockades, boycotts, lockouts or other similar circumstances. The reservation in matters of strikes, blockades, boycotts and lockouts shall also apply if Diners Club is itself the subject of or takes such industrial actions. Damages arising if Diners Club has exercised normal due care and attention shall not be compensated. Diners Club is not liable for damages incurred due to SAS.

### **14. Information**

Diners Club is entitled to transfer all data to SAS to which it has access concerning the Account Holder with regard to SAS Faktura.

### **15. Transfer**

Diners Club is entitled to transfer receivables due from the Account Holder to a third party. Once the Account Holder receives notification of transfer, the amount transferred shall be payable to the creditor referred to in the notification.

### **16. Gathering and processing of personal data**

Diners Club gathers and processes personal data in accordance with the law. The gathering and processing of personal data is necessary for the purposes of the Agreement. Information on the rights of data subjects and a more detailed description of how Diners Club gathers, processes and transfers personal data, plus information on automated decision-making, profiling and marketing, can be found on our website.

The Account Holder is responsible for the processing of personal data that concerns its employees up until such data is received by Diners Club. Diners Club is the Data Controller

for the processing of personal data performed for the following general purposes:

- provision of services in accordance with the Agreement;
- compliance with official requirements (e.g. know your customer and money laundering legislation);
- exercising rights that Diners Club may have towards individual employees, and;
- processing for direct marketing and provision of product-related information directed at employees.

The Account Holder shall take all necessary measures to inform employees before their personal data is processed by Diners Club and ensure that all employees are aware of the contents of this provision, of the information provided on processing of personal data on the website, and shall also ensure that all employees receive notices from Diners Club on the processing of personal data.