

# TERMS AND CONDITIONS

## FOR TRAVEL SUPPLIERS ACCEPTING TRAVEL ACCOUNT AS PAYMENT

2019-06-01

The **“Agreement”** means these terms and conditions, the application form and/or individually agreed terms, the Company's currently applicable price list as well as other binding terms and conditions and/or instructions agreed between the Travel Supplier and the Company.

The **“Account Holder”** means a customer of the Company that uses Travel Account as payment method.

The **“Company”** means either of SEB Kort Bank AB (in Sweden) and its branches SEB Kort Bank, Oslofilialen (in Norway), SEB Kort Bank, Danmark, filial af SEB Kort Bank AB (Sverige) (in Denmark) or SEB Kort Bank AB, Helsinki branch (in Finland).

The **“Data File”** means a data file for electronic transfer of transactions specifying the travel details for bookings to be provided to the Company. The Data File shall contain the information specified by the Company.

**“Parties”** means the Company and the Travel Supplier.

**“Service Commission”** means the commission the Company charges the Travel Supplier for the settlement of Travel Account transactions including any agreed fees.

**“Settlement Sum”** means the Total Non-Airline Amount minus the Service Commission, i.e. the sum that the Travel Supplier shall receive from the Company.

**“TAO”** stands for “Transaction Advice Other Sales Record” as used in the Data File.

**“Total Non-Airline Amount”** means the sum of all TAO in one Data File.

The **“Traveller”** means an individual who is authorised by the Account Holder to use the service paid through the Travel Account.

The **“Travel Account”** means the payment and invoicing solution service for commercial traveling provided by the Company.

The **“Travel Supplier”** means the legal entity providing travel and thereto related services and accepting Travel Account as payment.

**“Week Days”** means Monday to Friday that is not a bank holiday in the country in which the Travel Supplier is domiciled.

### 1. ACCEPTANCE OF TRAVEL ACCOUNT AS PAYMENT AND PROVIDING OF DATA FILE

The Travel Supplier shall accept Travel Account as a form of payment.

The Travel Supplier accepts orders for bookings made for or by Account Holders or a Traveller. Once a booking is made, the Travel Supplier shall ensure that the Data File for such booking is provided to the Company by the Travel Supplier, or a sub supplier mutually agreed by the Parties.

The Data File shall be submitted to the Company within ten (10) Week Days from the date the Travel Supplier's service has been completed. A service shall be considered completed when the amount to be charged has been established, either by reservation if the service has been ordered through an agent, or otherwise after the service has been utilized (e.g. through check-out at hotel or return of rental car) as the case may be.

### 2. AUTHORISATION OF TRANSACTIONS

The Travel Supplier is responsible to ensure that transactions are authorised. The authorisation shall prove that the Account Holder has an open Travel Account with the Company and sufficient credit limit to cover the purchase.

If authorisation is not given, the Travel Supplier shall follow the instructions by the Company.

If a transaction has not been authorised, the Travel Supplier is not guaranteed payment for such booking and the Company can refuse to effect settlement of any part of the transaction(s). If settlement of an unauthorised transaction already has been made, the Company has the right to claim reimbursement in accordance with clause 7.

### 3. DELAYED OR ERRONEOUS DATA FILE TRANSFER

The Company has the right to reject transactions that are not received as a Data File within the stated ten (10) Week Days period. If the Travel Supplier has provided the relevant Data File later than the above stated time limit, or it is erroneous, the Travel Supplier is not guaranteed payment for such transaction. If

settlement has already been made to the Travel Supplier, the Company has the right to claim reimbursement in accordance with clause 7.

A payment made by the Company to the Travel Supplier in accordance with a Data File sent after the expiry of the stated time period is not a waiver of the Company's right to reject transactions in accordance with this clause.

A Data File transfer sent after the expiry of the stated time shall be clearly marked as delayed by the Travel Supplier.

If a received Data File is unreadable in full or in part, the Company shall inform the Travel Supplier of this without undue delay and the Travel Supplier shall take immediate measures to rectify the error.

If an erroneous or delayed Data File effects the Company's possibility to invoice the Account Holder accurately, and such error or delay is not rectified by the Travel Supplier within sixty (60) Week Days after the Data File has been provided the Company or should have been provided the Company, the Travel Supplier shall reimburse the Company for non-payment by the Account Holder and any other damages relating thereto in accordance with clause 7.

### 4. DELAYED CHARGING

The Travel Supplier may make later charges to the Travel Account for certain claims that may arise in connection with booking and/or use of hotel accommodation (including “No Show”), car rental (including “No Show”) or similar if the Account Holder has accepted delayed charging or the possibility of this, or such delayed charge is in accordance with established industry practice.

### 5. THE TRAVELLER'S AUTHORITY

If a booking is made through a Travel Supplier that is a travel agency, the travel agency shall ensure that the Traveller is authorised by the Account Holder to make bookings charged to the Account Holder's Travel Account. If a booking is made directly with a Travel Supplier that is e.g. a hotel or car rental, the hotel or car rental shall ensure that the Traveller is authorised by the Account Holder to make bookings charged to the Account Holder's Travel Account.

### 6. SERVICE COMMISSION AND SETTLEMENT SUM

The Service Commission is agreed separately between the Parties.

The Company shall pay the Settlement Sum to the Travel Supplier's account within the time period agreed between the Parties.

### 7. CLAIMS

All claims including reimbursements that the Company may have against the Travel Supplier in connection with this Agreement can be recovered by the Company off-setting against the Settlement Sum or by issuing an invoice to the Travel Supplier.

In the event that the Company has legitimate reason to believe that the Travel Supplier does not have a claim for full settlement in accordance with the Agreement, the Company has the right to delay or withhold the whole or parts of the Settlement Sum until the Travel Supplier has proven otherwise.

Set-off and withholding can be made against another Settlement Sum than the one referring to the original claim.

The rights according to this clause do not exclude the Company to take other legal measures against the Travel Supplier.

### 8. DEFAULTS AND DISPUTES

The Company is not liable for the Travel Supplier's services or goods.

If the Company chooses, albeit not liable to do so, or is deemed by law, to reimburse the Account Holder for defects or deviations in the quality and performance of the goods and service sold, the Travel Supplier shall reimburse the Company as if it were the Account Holder making the claim.

If the Company does get involved in any dispute, the Travel Supplier is also obliged to provide the Company

with all necessary documentation relevant for the dispute.

The Travel Supplier shall reimburse the Company for any costs that may be imposed upon the Company for any errors made by the Travel Supplier.

### 9. STORAGE OF TRANSACTION DATA

The Travel Supplier undertakes to store copies of the Data File(s) for a duration as required by local law and at least until final settlement of a disputed amount has been made.

### 10. SURCHARGES ON TRANSACTIONS

The Travel Supplier shall not apply a higher price than the price applied for payments made through any other form of payment or surcharge a fee for payment, unless such higher price or surcharge is permitted under local law. If the Travel Supplier charges an extra fee for payments with Travel Account, the Travel Supplier must inform the Account Holder in a clear manner of this extra fee before it is charged. It is the responsibility of the Travel Supplier to ensure that such extra fee is in accordance with local law and that legally required information is given to the Account Holder.

### 11. CURRENCY CONVERSION

The transactions can only be made in the currency as agreed between the Company and the Travel Supplier. The Company reserves the right to charge a currency conversion fee from time to time.

### 12. PROVIDING OF DOCUMENTATION

The Travel Supplier is upon written request from the Company obligated to produce a copy of a disputed transaction including signature, if applicable, as well as documentation that the charged amount is correct. If a copy is not received by the Company within fourteen (14) Week Days of the request, the Company will have the right to reject the transaction and to adjust, withhold or claim set-off in accordance with clause 7.

### 13. AMENDMENTS TO THIS AGREEMENT

All amendments concerning name, address, postcode, ownership including beneficial owner or change of business activities must be notified in writing to the Company. If the amendment concerns a change of the settlement account, this must be accompanied by confirmation from Travel Supplier's bank if required by the Company. The Travel Supplier must also notify the Company when changing technical infrastructure that may have an effect on the Data File and the delivery thereof. Amendments may be notified to the Company by electronic means provided that this has been agreed in advance with the Company.

The Company has the right to amend these terms and conditions as well as any instructions without obtaining the prior consent of the Travel Supplier. Such amendments will come into force thirty (30) days after the date the Travel Supplier has been informed of the same by e-mail to an e-mail address commonly used by the Travel Supplier.

### 14. CREDIT ASSESSMENT AND ANTI MONEY LAUNDERING REQUIREMENTS

By signing the application, the Travel Supplier consents to that information for assessing the Travel Supplier's creditworthiness may be obtained from credit agencies at both the application time and later during the Agreement period. The Company reserves the right to continuously perform a credit assessment of the Travel Supplier, including requesting financial statements/annual reports etc. Based on the gathered information, the Company reserves the right to refuse/terminate the Agreement with immediate effect.

An evaluation of the Travel Supplier will be undertaken in accordance with applicable anti money laundering legislation. The Travel Supplier shall on the Company's request provide information on its beneficial owner. Based on the gathered information, the Company reserves the right to decline the application / terminate the Agreement with immediate effect.

### 15. ASSIGNMENT

The Company may assign any rights and/or obligations under the Agreement in whole or in part to any affiliate or branch of the Company. The Travel Supplier may not assign any of its rights and/or obligations under the Agreement (or parts of it) without the prior written consent by the Company.

### 16. CONFIDENTIALITY

The content of this Agreement is confidential and the Parties shall not disclose it to a third party. Nor may either Party disclose to any third party information regarding the other Party's business which may be considered a business secret.

### 17. FORCE MAJEURE

The Company shall not be liable for the failure to perform any

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obligation pursuant to this Agreement where such failure is due to a Force Majeure event beyond the Company's control.

### 18. MUTUAL RIGHT OF TERMINATION

Each party may terminate the Agreement with three (3) months' notice in writing, calculated from the 1st day of the following month.

### 19. TERMINATION OF THE AGREEMENT WITH IMMEDIATE EFFECT

The Company reserves the right to terminate the Agreement with immediate effect if the Travel Supplier enters into debt settlement proceedings, goes into liquidation, petitions for bankruptcy or by compulsorily liquidation. The Company also reserves the right to terminate the Agreement with immediate effect in the event of a breach of this Agreement, by disloyal behaviour, or if the Travel Supplier acts in breach of generally accepted business practice or applicable law, or on suspicion that the Travel Supplier, or its owners, are involved in activities that could be considered a criminal offence, or otherwise act in a manner that may involve a reputation risk for the Company.

### 20. CONSEQUENCES OF TERMINATION

Upon the termination of the Agreement, the Travel Supplier must immediately cease to accept Travel Account as payment. The Travel Supplier shall, however, proceed to fulfil its obligations in accordance with this Agreement for Account Holder transactions already accepted by the Travel Supplier.

Upon the termination of the Agreement, the Company has the right to retain as much of the Travel Supplier's settlement payment as will ensure that the Company is financially compensated for any claims arising as a consequence of the Travel Supplier's breach of the Agreement.

### 21. LIMITATION OF LIABILITY

The Company is in no way responsible for any indirect or consequential damage, including loss of income or disruption of other contractual relationships. The Company is not responsible for damage caused by the improper use of Travel Account or use of the Travel Account contrary to the instructions by the Company.

### 22. DISPUTES

Any disputes arising between the Travel Supplier and the Company concerning the interpretation of this Agreement and any other circumstances that are associated with the Agreement shall be resolved in accordance with the law of the country in which the Company is located.

Subject to the paragraph below, the courts of the country in which the Company is located shall have exclusive jurisdiction over matters arising out of or in connection with the Agreement.

The submission to the jurisdiction of courts of the country in which the Company is located shall not limit the right of the Company to take proceedings against the Travel Supplier in any court which may otherwise exercise jurisdiction over the Travel Supplier or any of its assets.

The Parties may also refer the matter to a local independent party for out of court procedure.

### 23. PERSONAL DATA

The Company collects and processes personal data in accordance with applicable law. Collection and processing of personal data is necessary to fulfil the Agreement. Information about the data subjects' rights and a more detailed description regarding how the Company collects, processes and transfers personal data and information about automated decisions, profiling and marketing can be found on the website.

### 24. BANKRUPTCY ETC OF THE TRAVEL SUPPLIER

In the event the Travel Supplier becomes bankrupt, ceases payments, applies for company reconstruction, goes into liquidation or otherwise may be considered to be insolvent, the Company has the right to set-off any claim of whatever nature that the Company has against the Travel Supplier against any Settlement Sum owed by the Company to the Travel Supplier.

### 25. SUPERVISING AUTHORITY

The operations of the Company are supervised by the Swedish Financial Supervisory Authority (Finansinspektionen, P.O. Box 7821, 103 97, Stockholm, Sweden, fi.se) in cooperation with the local Financial Supervisory Authority in the country in which the Company is operating.