

# General terms and conditions for S-Business Card

## Definitions

These terms and conditions feature the following definitions:

**Account** is an account issued by S-Business Oy to which one or more S-Business Cards can be connected;

**Account Holder** is a company or organisation, who the S-Business Card has been issued to;

**Agreement** is an agreement between the Account Holder and S-Business Oy, constituted by the current version of these general terms of the S-Business Card and the Account Holder application approved by S-Business Oy;

**Card** is an S-Business Card designated to an individual person or a Card designated to a group of persons that can be used by several persons;

**Card Holder** is a designated employee of a company or organisation who the Account Holder is applying an S-Business Card for;

**Contactless Payment** is a feature by which a card transaction is accepted by bringing the Card close to the payment terminal;

**Mobile Payment** is a payment (e.g. ABC mobile refuelling) carried out on a mobile device (e.g. mobile phone);

**Online Check-in** refers to the electronic check-in for hotel customers, who are S-Card holders;

**Online Check-out** refers to the electronic check-out for hotel customers, who are S-Card holders;

**Online Payment** is a payment remitted electronically through an online service, e.g. S Group's online food store and hotel Online Check-out service;

**Privacy Statement** is a document including, for example, information on the controller, the purpose of processing the personal data of the Card Holder, and information on how data is regularly disclosed. The Privacy Statement also describes the data subject's right to inspect registered data, the right to demand the rectification of incorrect data and the right to oppose the use of data for direct marketing purposes;

**S-Business Prepaid** means an account to which the customer has made a prepayment equivalent to the desired Usage Limit. The prepayment is made to a bank account as instructed by S-Business via a third party providing payment transmission services;

**Usage Limit** is the defined upper limit defined for the S-Business Account Holder and Card, within which the Card can be used;

**Virtual Card** is a card without a physical Card (no physical card is manufactured). The information relating to the Virtual Card can be found in S-Business mobile and in the S-Business Manager -service.

## Granting the Account and the Card

The Card application approved by S-Business Oy and applicable terms and conditions constitute the agreement between the Account Holder and S-Business Oy. By signing the application, the Account Holder consents to S-Business Oy obtaining the Account Holder's credit details (e.g. background information about persons in charge) and any other information relevant to the customer relationship.

S-Business Oy issues the Card and Account to the Account Holder. The Card is issued to a designated Card Holder or for common use for several persons.

## Approval of application

Once S-Business Oy has approved a Card application, it delivers the Cards and/or Card information and related PIN codes to the Card Holder or the Card Holder's contact person specified in the application. S-Business Oy will renew the Cards before their expiry date marked on the Cards, provided that the Cards have not been used contrary to the Agreement. S-Business Oy has the right to replace any Card with a new Card should it decide to introduce new Cards.

## Usage Limit

S-Business Oy will issue a maximum Usage Limit for all Account Holders and Cards. S-Business Oy is entitled to change the maximum Usage Limit issued for Account Holders and Cards. Maximum Usage Limits can also be changed upon written request of an Account Holder at S-Business Oy's discretion (such requests may be sent e.g. by email to s-business@sok.fi or be done in the S-Business Manager service).

The Usage Limit for the S-Business Prepaid is equivalent to the prepayment made by the customer.

S-Business has the right to modify the customership by adding the S-Business Prepaid feature to or removing the said feature from an Account.

The Account Holder can also set a temporary usage limit bound to a defined amount within the Usage Limit issued by S-Business Oy. The Account Holder acknowledges and accepts that it is responsible for all purchases made by its Cards, regardless of possible usage limits (e.g. technical problems may lead to situations where it is possible to exceed Usage Limits, temporary usage limits or the prepayment made to a S-Business Prepaid).

## Card use

The Card entitles Card Holders to make purchases in nearly all of S Group's business outlets and locations in Finland (for Virtual Cards, please see s-business.fi). A Card issued to a designated Card Holder may only be used by the person to whom the Card was issued. Cards can also be individualised by other information specified by the Account Holder. The Account Holder is responsible for ensuring that the Cards are only used by those entitled to use them.

A contactless payment feature can be included in a Card. The feature is marked on the Card by a contactless payment symbol. The Account Holder can bar the Contactless Payment feature from the Account Holder's cards. S-Business can also set limits for Contactless Payments as well as bar this feature at any stage.

The amount of Card purchases will be verified. The Card Holders accept purchases for invoicing by entering their PIN code, using a mobile or online payment, providing the seller with Card-related certificates or by signing the purchase receipt.

Ownership of the purchased products or services remains with S-Business Oy until the product or service has been paid for in full.

The Account Holder is obligated to pay for any Card fees resulting from using the Card in accordance with the applicable service price list, as well as interest on any delayed payments. The current service price list is available on the S-Business website at [www.s-business.fi](http://www.s-business.fi).

## Purchasing rights of the Cards:

**GENERAL CARD:** S Group's range of products and services

**ABC1:** Fuel, charging of electric cars, vehicle accessories, car wash at ABC service stations and fuels sold by delivery

**ABC2:** Fuel and charging of electric cars, at ABC service stations and fuels sold by delivery

**ABC3:** Vehicle accessories and car wash at ABC service stations

Furthermore, cards with ABC purchasing entitlements (not including ABC2) can be used for purchasing vehicle accessories (e.g. windscreen liquid) available at S Group supermarkets.

## Account Holder's liability

The Account Holder is responsible for the secure storage of the Cards and for all purchases made with the Card, regardless of who uses the Card or the Online / Mobile Payment (e.g. regardless of whether possible usage limits have been exceeded). The Cards and the PIN codes must be kept separate. Should Card details or the PIN code fall into the hands of a third party or be stolen together with the Card, the Account Holder will also be held liable for any unauthorised use of the Card. Loss of the Card or the falling of any Card details or the PIN code into the hands of a third party must be reported to S-Business Oy immediately by calling +358 (0)20 333 24 h). The Account Holder's liability for unauthorised use of the Card ends when the Card has been duly reported lost or stolen.

If the Account Holder is using Mobile Payment or a similar service and the related terminal (e.g. mobile phone) is lost, the Account Holder or Card Holder must immediately block the Card by calling the number provided above.

The Account Holder is responsible for ensuring that jointly used Cards and Virtual Cards are removed from use (e.g. Mobile Payments) by those persons who no longer work for the company or for other reasons do not have the right to use the Card(s) anymore. The Account Holder is responsible for all Mobile Payments and Card payments if Mobile Payments are used by a person who is not authorised to use them. The Account Holder is responsible for informing S-Business Oy immediately if the information of any Card Holders change, or if any designated Card Holder is no longer eligible to use the Card.

Cards delivered to replace lost or stolen Cards are subject to the fee specified in the applicable service price list. Those who find a lost Card will receive a finder's fee from S-Business Oy. The fee is specified in the applicable service price list and will be charged from the Account Holder.

If someone attempts to use a cancelled or closed Card in breach of the terms and conditions of the Agreement, the business outlet or location where the Card is presented is entitled to retain the Card and not return it to the customer. S-Business Oy is entitled to charge from the Account Holder the fee specified in the applicable price list for such action.

## Distance sales

Distance sales mean that the beneficiary receives Card details without the physical presence of the Card Holder or Card (e.g. online shops, telesales or Online check-out charges). The use of the PIN code or a signature is not required in distance sales. Instead, Card certificates (number and validity period) are transferred to the payment recipient. Card transactions related to distance sales are binding on the Account Holder.

S-Business Oy has the right, without the Card Holder's PIN code or signature, to subsequently charge from the Card any phone, minibar and real expenses left unpaid at S Group hotels as well as any other expenses caused by the Card Holder. Furthermore, S-Business Oy has the right to charge fees for any hotel bookings made with the Card that have not been cancelled (No-show charge).

In addition to these general terms and conditions, separate terms of the distance sale channel may be applied to distance sales.

## Invoicing

S-Business Oy will invoice the purchases made on the Account at least once a month based on the information on purchases submitted to S-Business Oy before the invoice run. The Account Holder is responsible for the payment of an invoice by its due date as of the moment when S-Business Oy has delivered the invoice according to the invoicing details provided by the Account Holder. S-Business Oy is entitled to alter the Account Holder's invoicing frequency.

The Account Holder pays the purchases made by the S-Business Prepaid prior to the purchases. The prepayment is made in the S-Business Manager via a payment transmission service provided by a third party. No interest is paid on the S-Business Prepaid prepayments.

S-Business Oy has no obligation to return prepayments as long as the Agreement is in force. Returns are made upon request once that the Agreement has been terminated. At the termination of Agreement, S-Business has the right to deduct from the returned amount any claims/receivables that it may have against the customer. Payments made more than a year earlier are normally not returned.

The Account Holder is obligated to pay interest of 16.5% on delayed payments, as well as any expenses arising from possible reminders. S-Business Oy has the right to impose a prohibition of purchase on the Card/Cards if an invoice has not been paid by its due date. If payment is delayed by at least one month and still remains to be made or if the Account Holder has breached the Agreement, S-Business Oy is entitled to make all the remaining receivables, with interest and fees, immediately payable by the Account Holder.

Upon S-Business Oy's request, the receivables will fall due for immediate payment if the Account Holder is declared bankrupt or placed in liquidation or reorganisation. S-Business Oy has the right to assign the receivable to a third party for debt collection.

S-Business Oy is not responsible for data transmission between the Account Holder's operator and the Account Holder, nor for any damage or loss caused by problems therein. The Account Holder is obligated to inform S-Business Oy in writing of any changes to the Account Holder's invoicing details 30 days prior to the date on which such changes take effect. The address for giving the notice is S-Business Oy, Info: ASPA, Tunnus 5019095, 00003 VASTAUSLÄHETYS (freepost: postage is paid by the recipient). It can also be done by email: s-business@sok.fi or in the S-Business Manager service. Online invoicing takes effect once the transmission details have been entered into the systems of S-Business Oy – however, at the earliest once the routing of the Account Holder's operator is completed. S-Business Oy reserves itself a reasonable amount of time to process the transmission data.

Any complaints pertaining to invoices must be made within seven (7) days of receiving the invoice, by calling S-Business Oy's Customer Service +358 10 76 80820, by mail to the address S-Business Oy, Info: ASPA, Tunnus 5019095, 00003 VASTAUSLÄHETYS (freepost: postage is paid by the recipient), or by email: s-business@sok.fi.

S-Business Oy is entitled to charge service fees for any clarification work and services carried out upon request of the Account Holder in accordance with the applicable service price list. Applicable service fees are available online at [www.s-business.fi](http://www.s-business.fi).

#### The S-Business Manager service

By signing the application, the Account Holder enters into an agreement on using the S-Business Manager service. It means that the contact person specified in the application is entitled to, for example, make amendments in the S-Business Manager service to e.g. client details, update invoicing- and address details, order and shut down Cards through the service, raise the Usage Limit of the Cards and order new user IDs to the S-Business Manager service. The Account Holder is liable for the actions and omissions done in the S-Business Manager service of the contact person and any persons authorized by the contact person (and any further persons authorised by these). The Account Holder shall remove the usage right to the S-Business Manager from any such persons that no longer work for the company or that the Account Holder considers that should not have the right to use the service anymore.

Upon signing the application, the Account Holder gives its consent for S-Business Oy to disclose information regarding the Account Holder's Cards and Card transactions to companies that are higher in the hierarchy of the same group or corporate group structure under the S-Business Manager service agreement, or to third parties specified by the companies in writing.

Technical malfunctions may affect the usability of the S-Business Manager service and the information available in the service. S-Business Oy is not responsible for the correctness of the information in case of technical malfunctions.

#### Contact details

The Account Holder must immediately inform S-Business Oy in writing or via S-Business Manager of any changes to the Account Holder's address, contact person(s) and/or user rights related to the S-Business Manager service. The address is S-Business Oy, Info: ASPA, Tunnus 5019095, 00003 VASTAUSLÄHETYS (freepost) (in which case postage is paid by the recipient), or email: s-business@sok.fi. The Account Holder must notify S-Business Oy in writing of any changes to the Account Holder's company name, company form and business ID. Such notification must be accompanied by a copy of the Account Holder's trade register extract. Any costs to S-Business Oy arising from the Account Holder's neglect of sending such notification will be invoiced from the Account Holder. The Account Holder is considered to have become aware of any notification sent by S-Business Oy to the Account Holder when the notification has been sent in writing to the address indicated in the Account Holder's Card application or any new address of which the Account Holder has informed S-Business Oy.

#### Termination or cancellation of Agreement

The Agreement is valid until further notice. The Account Holder may terminate the Agreement or any individual Card by giving one (1) month's notice of termination in writing to S-Business Oy and cutting the Card(s) in half. S-Business Oy may terminate the Agreement by giving one (1) month's notice of termination. S-Business Oy may furthermore terminate the Agreement with immediate effect in the event that the Account Holder defaults on its payments or is in material breach of the Agreement, or if there is a substantially higher risk of the Account Holder being unable to pay.

If the Account has not been used during the past twelve (12) months, S-Business Oy has the right to close the Account and all Cards related to the Account. The right to use the Card/Cards ends upon Agreement termination. The Account Holder is to dispose of the Cards by cutting them in half, for example. Any remaining debt of the Account Holder will fall due in accordance with the applicable contractual terms and conditions.

S-Business Oy is entitled to charge cancellation or termination costs according to the applicable service price list.

#### Product liability and complaints

Any complaints pertaining to defects or faults in products or services purchased with a Card must be made within 14 days. The complaint shall primarily be addressed to the S Group outlet that sold the product or service and as regards delivery sales of fuels, to the cooperative. Customers are requested to present the Card invoice or S-Business Manager printout of the purchase or service in question in connection with the complaint. S-Business Oy is responsible for ensuring that the discount or refund (if any) is displayed on the invoice.

#### Personal data and data protection

S-Business Oy may use the Card Holder's or contact person's personal data in its service production, customer communications and when marketing new products related to the service in line with its Privacy Statement. S-Business may only disclose personal data to

a third party in accordance with applicable legislation and the Privacy Statement. For the current Privacy Statement, please go to: [www.s-business.fi](http://www.s-business.fi)

If an Account Holder orders a Card on behalf of the Card Holder or updates a Card Holder's details, the Account Holder must submit to S-Business Oy certain Card Holder-related personal data (Card Holder name, email, mobile phone number, delivery address for the Card, native language, desired card Usage Limit, any purchasing right limitations). The aforementioned personal data is necessary for S-Business Oy to be able to provide services to the Account Holder in accordance with these terms and conditions. If the Account Holder has filled out the Card application on the behalf of the Card Holder, the Account Holder is responsible for informing the Card Holder in writing of the disclosure of the data to S-Business Oy's customer register and the processing of the data in accordance with the Privacy Statement of S-Business Oy's customer register. Upon request, the Account Holder shall prove that it is entitled to disclose the personal data submitted in the application to S-Business Oy.

Pursuant to Account Holder's written request S-Business Oy may handover purchase data to a third party via a transfer interface. In such case, the Account Holder shall have an agreement for the transfer with the third party that receives the data. S-Business shall not bear any liability for the quality or completeness of the data transmitted to the third party via the transfer interface.

#### Exceptions concerning receipts

If a Card Holder transfers a restaurant bill to a hotel bill, the details of the purchase transactions are not transferred to the Card invoice in full. The VAT deductibility of a Card invoice requires the Card Holder to keep the receipt and attach it to the invoice.

Regarding agency and commission sales (such as movie tickets), the VAT deductibility of a Card invoice requires the Card Holder to keep the relevant receipt (such as the ticket) containing the VAT details and attach it to the invoice.

#### Other terms and conditions

S-Business Oy is not liable for damage arising from the misuse or erroneous use of a Card or Card details, or from using the Card in violation of these terms and conditions, or the instructions provided by S-Business Oy, or in the event that the Card could not be used due to, for example, a data communication error, interruption or another disturbance. S-Business Oy is not liable for any indirect damage, such as loss of profit, incurred by the Account Holder, or for a Card Holder not being able to use the Card in the desired way.

S-Business Oy is not liable for discount errors attributable to technical malfunctions. In the event of any possible discount errors, the Account Holder may request the matter to be corrected by sending an e-mail to the S-Business Customer Service: s-business@sok.fi.

S-Business Oy is not liable for the information provided by the Card Holder (e.g. reference information, project codes, information regarding cost centers). The reference information is provided on the invoice if the Card Holder provides the information before the invoice is issued by S-Business Oy. S-Business Oy is not liable for errors or defects in the reference information or purchase data that arise from technical malfunctions or similar reasons. The Account Holder can maintain a chart of accounts in the S-Business Manager service. The Account Holder acknowledges and accepts that the accounting of the company is the company's own responsibility and S-Business Oy is not responsible for e.g. possible accounting errors.

The Account Holder is not entitled to transfer the Agreement or any part thereof to any third party without prior written consent of S-Business Oy. S-Business Oy has the right to transfer the Agreement, including any and all of its rights and obligations, to a third party without hearing the Account Holder. Customer details (such as customer purchase data) can be used for internal reporting within the S Group and S-Business Oy can transfer such customer details to the cooperatives within the S Group e.g. for the purposes of customer service and for the development of the services. S-Business may hand over customer information to its cooperation partners e.g. for the purpose of marketing S-Business' services.

The Account Holder warrants that no sanctions nor embargos have been targeted at the Account Holder, its' parent company, any of its group companies or owners, officers or directors of the Account Holder or its parent or group companies or anyone having control of any of the said companies.

Sanctions shall mean laws, regulations, embargos, prohibitions, limitations, decisions, and enforcement orders given by the United Nations, the European Union, the United Kingdom and/or the United States (and an authority on their behalf) that regard sanctions (economic, financial, or political) and that are targeted at a country, company or other legal or private person.

In case sanctions are targeted at an Account Holder or the Account Holder is subject to sanctions S-Business Oy has the right to immediately terminate all agreements in force between the Account Holder and S-Business.

S-Business Oy has the right to amend these terms and conditions and its price list by informing the Account Holders of such changes directly or via its website ([www.s-business.fi](http://www.s-business.fi)) no less than one month prior to the amendment taking effect. Should the Account Holder find the amendment unacceptable, the Account Holder has the right to terminate the Agreement with immediate effect.

The Card provides customers with sector-specific discounts. Further information on such discounts is available at [www.s-business.fi](http://www.s-business.fi). S-Business Oy is entitled to change the discount levels it has granted. Bonuses or payment method discounts intended for co-op members are not granted for purchases made using the Card.

The Account Holder may be entitled to a discount based on a contract with a third party or based on the Account Holder's membership with a third party. However, S-Business Oy shall not give multiple or overlapping discounts or other benefits on the same item or service.

This Agreement is governed by the laws of Finland and any disputes arising from the Agreement shall be settled either in the district court of the Account Holder's registered place of business or in the District Court of Helsinki. These terms and conditions have been prepared in Finnish and translated into other languages. If there are any conflicts between different language versions, the Finnish version of these terms and conditions will take precedence.