

## Terms and conditions

Applying from 3 June 2022

## Terms and conditions for Business Debit account

## Information about the Bank

Svenska Handelsbanken AB (publ)  
SE-106 70 Stockholm, Sweden  
Corp. identity no.: 502007-7862  
Tel.: +46 (0)8 701 1000 (Switchboard)  
www.handelsbanken.com  
Registered office: Stockholm, Sweden

The bank will hereafter be referred to as "Handelsbanken" or "the Bank".

Handelsbanken is a registered banking company with a licence to conduct banking operations under the Swedish Banking and Financing Business Act. The Bank is under the supervision of the Swedish Financial Supervisory Authority and is registered with the Swedish Companies Registration Office.

## 1. Parties, etc.

The parties under these terms and conditions are the account holder and the Bank. The account holder is bound by the terms and conditions by signing the application for the card, and the cardholder is bound by signing or using the card.

The account holder is responsible for all debt arising on the bank account, and must ensure that all employees and cardholders are aware of and comply with the terms and conditions of the account.

If any term of the agreement deviates from a provision in the Swedish Payment Services Act (2010:751) or any other law, regulation, directives from public authorities, or EU legislative act, the term in the agreement shall apply to the extent which the provision concerned allows the Bank and the customer to agree that the provision will not apply.

## 2. Definitions

**Employee:** An employee or other associate of the account holder who is entitled to make purchases or cash withdrawals on the account holder's behalf using the card.

**Bank account:** The bank account to which the card is linked and which is debited or credited when the card is used according to these terms and conditions. Handelsbanken's General terms and conditions for corporate accounts and payment services shall apply for the bank account.

**Point of sale:** A company which is linked to Mastercard's international payment system and which sells goods and services for payment using the card.

**Contactless function:** A function incorporated in the card's chip which, at a point of sale, for example, enables a payment to be executed in some cases without the card being inserted into a terminal. Cards with this function have a special symbol.

**Account holder:** The holder of the bank account.

**Card:** Handelsbanken's Business Debit, currently Mastercard. The Bank reserves the right to change to a different payment system at a time decided by the Bank. That which is stated in these terms and conditions regarding Mastercard will then apply to the new payment system.

**Cardholder:** The person in whose name the card is issued.

**Mobile device:** A mobile phone, tablet, laptop computer, watch, wristband or similar device which can access the internet or other network for phone and data traffic.

**Personalised security credential:** A personalised function that the Bank provides or approves for the purpose of authentication, such as a personal code or biometric readers such as a fingerprint reader.

**Personal code:** A personalised function that the cardholder uses to verify his/her authorisation to perform transactions, such as a PIN, SMS code, Mastercard SecureCode or password.

## 3. Responsibility for the card, card details and personalised security credentials

The card is personal and may only be used by the person to whom it is issued. The cardholder must not give the card to any other person, regardless of whether this will entail increased risk of unauthorised use of the card. The same applies to details of the card number, validity period and the security code on the reverse side of the card (i.e. the card details).

The card must be kept safe in the same way as money and other valuables, so that no other person is given the opportunity to use it. In environments with a high risk of theft, special vigilance must be observed, and a strict watch must be kept on the card. In the event of a burglary in the home, it is necessary to check that the card has not been stolen. The other instructions provided by the Bank together with the card must be followed.

The card must not be used in breach of legislation.

Physical cards sent by post but not sent by the Bank (i.e. sent by the account holder or cardholder) may only be sent by post within Sweden, and as a registered letter.

Immediately upon receiving the card, and before using it, the cardholder must sign the card in the designated place.

The card cannot be used until it has been activated as instructed by the Bank.

The cardholder must protect the personalised credential functions that are linked to the card as stated in this agreement. A personalised security credential linked to the card means all types of security credentials which the Bank provides or accepts for purposes of authentication when making a payment transaction using the card. Personal codes and biometric readers such as a fingerprint reader (e.g. Touch ID for Mobile BankID) are examples of this.

Each cardholder receives a PIN code to use with the card for cash withdrawals from cash machines (ATMs), or for payments via an electronic point-of-sale terminal where a code may be used.

The cardholder undertakes to protect their personal code by

- not disclosing the code to anyone,
- not choosing a code which has any link to the cardholder's civic registration number, card number, or phone number,
- not noting down the code on the card, or keeping a note of the code together with the card or close to the card,
- noting down the code only in such a way that unauthorised persons have no reason to assume that the note refers to a personal code,
- immediately destroying the slip of paper stating the code and the envelope containing it, once the cardholder has read the code,
- immediately reporting to the Bank any suspicions that an unauthorised person has found out the code; see item 4 below.

The above provisions regarding protection of personal codes also apply where applicable with respect to single-use passwords, passwords and the like.

If the card or a security solution, such as Mobile BankID, is stored on a mobile device, the cardholder must have good control and supervision of the device in order to prevent unauthorised use. The cardholder must also take all reasonable actions to protect the device against unauthorised use.

If the cardholder stores the card details in a service for purchase of digital content, such as music or games, the cardholder is responsible for ensuring that no other person can use the saved card details.

If the cardholder chooses to verify their identity using biometric information, such as a fingerprint stored on a mobile device, the cardholder is obliged to ensure that only the cardholder's own

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biometric information can be used. The cardholder must, for example, ensure that no other person's biometric information is registered on the mobile device.

#### 4. Notification of blocking of card, etc.

A request to block usage must be made as soon as the loss of a card has been discovered, or if it can be suspected that an unauthorised person has found out the code, or that the card or card number has been used without authorisation.

If card details and/or a security solution such as Mobile BankID, are stored on a mobile device and the device is mislaid or it may be suspected that an unauthorised person has access to it, the card and/or security solution must be immediately blocked after such discovery or suspicion.

Use the following numbers: in Sweden 020 41 12 12, and from outside Sweden +46 8 41 12 122. A report must also be made to the police if the card has been used without authorisation. If a card that has been reported lost is found again, it must not be used and must be immediately destroyed by the cardholder.

#### 5. Use of the card

The card is principally intended to be used for business purposes.

The cardholder may use the card to pay for purchases of goods and services at points of sale, for withdrawal of cash from ATMs and at bank branches, post offices, currency exchange agencies, etc. The Bank is entitled to stipulate a separate fee for such withdrawals, and also a minimum or maximum withdrawal on any single occasion and over a certain time period. The card can be used both in environments where the actual card must be present in order for a transaction to be authorised, e.g. manned and unmanned terminals, and in environments where only the card details are required, e.g. online commerce or by phone, and when using an application in a mobile device where the card details have been entered.

If the account holder and the merchant are identical and operations are run as a sole trader, partnership, limited partnership or limited company which is a closed company, the card must not be used at the merchant in question.

The cardholder authorises the transaction by providing the card or the card details. This can be done by reading the card's chip or magnetic strip, by holding a contactless card against a card reader, by providing card information (card number, validity and, where applicable, CVV2/CVC2 figures) in writing or verbally or in some other manner as is available in the relevant environment, depending on the technology used, such as digital wallets. In certain cases, approval also requires a signature on a sales slip, the use of a code (s), such as a PIN code, password, pressing a key or other method as directed by the technical solution to complete a transaction.

When using a digital wallet, points 3 and 4 above also apply in respect of its use and the use of the code or security solution which is used in the digital wallet.

Cards featuring a contactless function offer the ability to pay for small amounts without using a personal code in payment terminals that are activated for contactless payments. Payments are made by the cardholder holding the card against the terminal. Contactless payments without personal codes are subject to certain amount limits. In Sweden, the current limit is SEK 400 per purchase up to a total of SEK 1,200. The amount limits may be changed and are listed on [www.handelsbanken.se](http://www.handelsbanken.se). If the card is used for contactless payments in other countries, other amount limits may apply. If the transaction exceeds the prevailing limit, it must be authorised using a personal code. For security reasons, the cardholder may be asked to use the chip and code on certain occasions.

Authorisation is considered as an acknowledgement of the purchase or the deposited/withdrawn amount, and in the case of a purchase/ withdrawal, represents an affirmation that there are sufficient funds on the account. The cardholder is also obliged to show valid proof of identification if requested to do so by the point of sale.

The account may be debited in arrears for costs that occurred in connection with hotel stays, car rental or similar if the cardholder at the time of ordering the service or in an agreement with the merchant was informed of this and approved it.

#### 6. Purchases and withdrawals in currencies other than SEK

When the card is used for purchases or withdrawals in a currency other than Swedish kronor, regardless of whether this takes place in Sweden or abroad, the amount will be converted from the foreign currency to SEK at the exchange rate applied by the Bank. The same applies to returns, when exchanging the foreign currency back into Swedish kronor.

Except for withdrawals in a currency other than Swedish kronor at ATMs owned by Bankomat AB, the exchange rate is a reference exchange rate set by Mastercard and applicable on the day the transaction reaches Mastercard, plus a currency conversion fee (see price list). The account holder and the cardholder can obtain information on the reference exchange rate, which is changed regularly, by contacting the Bank.

The account holder bears any exchange rate risk during the period from the date of the transaction until the transaction reaches Mastercard.

For withdrawals in a currency other than Swedish kronor at ATMs in Sweden owned by Bankomat AB, the exchange rate is a reference exchange rate published by the Riksbank and applicable the day the withdrawal is made, plus a currency conversion fee (see price list).

That which is stated above in this section regarding conversion to Swedish kronor at the exchange rate applied by the Bank and regarding the conversion fee, does not apply if, when buying goods or services outside Sweden, the cardholder accepts the offer from the point of sale to pay for the goods or services in Swedish kronor. Conversion to SEK will then be made at the point of sale at the exchange rate applied by the point of sale/merchant or the point of sale's/merchant's card acquirer. That which is stated above regarding purchase of goods and services also applies to withdrawals at ATMs outside Sweden.

#### 7. Receipt and execution of payment orders

A payment order is received by the Bank when the point of sale's bank (the acquiring bank) transfers the payment order to the Bank. This takes place in accordance with the agreement between the acquiring bank and the point of sale. After the Bank has received the payment order, the purchase sum or withdrawn amount is debited from the bank account.

In the event of a return, the Bank makes the sum available by crediting the bank account as soon as possible after the point of sale's bank has transferred the returned amount to the Bank.

#### 8. Maximum amount limits

For security reasons, the Bank applies certain limits for the maximum amount for payment/cash withdrawal per occasion and per time period.

Exceeding these limits may prevent some transactions from being completed.

#### 9. Cancellation of payment orders

An order from the cardholder for a transaction to be executed cannot be cancelled after the cardholder has authorised the transaction in accordance with section 5 above. However, the cardholder may contact the point of sale to cancel a previously authorised payment order for a transaction or series of transactions that has not yet been executed, in accordance with the terms and conditions and the time frame agreed upon by the cardholder and the point of sale.

#### 10. Payment liability

**Debits.** The account holder has payment liability for all debits arising through the use of cards that are linked to the bank account, as well as any interest, fees and costs charged to the bank account in accordance with these provisions. If the debt on the bank account exceeds the purchase limit granted, the account holder shall, upon request, immediately pay in the excess amount to the Bank. In

addition, the Bank reserves the right to charge a separate interest rate and fee according to the principles applied from time to time by the Bank.

**Termination.** The account holder's liability for a card ceases when it is returned to the Bank cut in two. If, when the card is returned, the bank account remains in debt, this liability remains until the debt is paid, and thus the applicable parts of these terms and conditions are valid as long as the debt remains on the bank account.

### 11. Complaints

The point of sale is liable to the card-holder for faults in goods or services pursuant to legislation applicable in the country concerned. Complaints concerning defective goods or services must therefore be directed to the point of sale and not to the Bank.

### 12. Fees and charges

**Annual fee.** An annual fee is charged for the card and is debited from the bank account in advance. An annual fee which has been paid will not be refunded.

**Currency exchange fee.** For purchases or withdrawals in a currency other than Swedish kronor, the Bank charges a currency exchange fee in accordance with the terms stipulated in section 6 above.

**Other fees.** The Bank has the right to charge fees and reimburse itself for expenses, e.g. for registering a bank account, replacement cards and copies of invoices and copies of slips in accordance with these provisions and according to the principles applied by the Bank from time to time.

**Changes in fees.** The Bank has the right to amend fees or to introduce new fees and reimbursements for expenses when the cost situation justifies this, effective one month after the account holder has been informed of the change.

### 13. Certain other provisions

**Change of address, etc.** Any change of name, address, company form or similar details must be reported to the Bank immediately. Cards bearing incorrect details must be destroyed. Where applicable, the Bank will issue a new card for which the current fee will be charged.

**Limited validity period.** The card applies for the period stated on the back of the card. When the validity period expires, the card will be automatically replaced by a new card, on condition that these terms and conditions have been complied with.

**Limits.** For security reasons, the Bank applies limits on the number of purchases/cash withdrawals and amounts within a certain period of time and reserves the right to reject purchases/cash withdrawals.

**Services.** Separate terms and conditions apply to the services which are linked to the card and its use. These terms can be ordered from the Bank.

### 14. The Bank's right to block the card

The Bank reserves the right to block the card on any of the following grounds:

- a there is a risk that the card cannot be used securely, for example for technical reasons,
- b there is a suspicion that there has been unauthorised use of the card, or that the card has been used in contravention of these provisions or other instructions provided by the Bank, or
- c for bank accounts with a credit limit, there is an increased risk that the account holder will not be able to meet his or her payment liability.

The account holder will be informed of the card being stopped/closed as soon as this is possible, in the manner that the Bank generally provides information under these terms and conditions.

### 15. Payment liability for unauthorised transactions

If an electronically initiated unauthorised transaction has been made with a card, and it was possible to execute the transaction because the account holder or cardholder had neglected to protect a personalised security credential, the account holder is liable to pay any loss up to a maximum of SEK 400 per card and per investigation.

If an unauthorised transaction has been made with a card, and this was caused by the breach of an obligation under the agreement through gross negligence, the account holder is liable for the entire amount.

Notwithstanding that which has been stated above, the account holder is not liable for any amount that is debited from the bank account as a result of unauthorised use of the card after a cancellation request has been made to stop the card. However, this does not apply if the account holder's or cardholder's fraudulent action has contributed to the unauthorised transaction.

The account holder shall, without undue delay from the time that he or she is made aware of an unauthorised transaction, report this to the Bank for investigation. If the account holder fails to do so, he/she will be liable for the entire amount that has been charged to the account. The same applies if the account holder has not notified the Bank at the latest 13 months after the amount was charged to the account. The Bank will charge an investigation fee if it transpires that the transaction(s) which are the subject of the investigation were not unauthorised.

If the Bank has compensated the account holder for an unauthorised transaction, and it is subsequently proven that the transaction was not unauthorised, the Bank is entitled to debit from the account holder's account an amount equivalent to the compensation that the account holder received, but was not entitled to.

### 16. Reporting information to credit information agencies

The Bank may disclose information about payment defaults and abuse of credit cards, etc. to credit information agencies, etc. pursuant to the Swedish Credit Information Act (1973:1173). Further information regarding this disclosure is available from the Bank.

### 17. Changes to these terms and conditions

The Bank is entitled to change these terms and conditions without the prior approval of the account holder. The change will come into force one month after the account holder has been informed of the change. If binding provisions which deviate from these terms and conditions are stipulated by laws, other statutes, or decisions by public authorities, such provisions shall apply instead.

### 18. Limitation of the Bank's liability

The Bank does not guarantee that it will always be possible to effect purchases and cash withdrawals at linked points of sale or banks. Thus, the Bank will not refund any additional costs which may arise if the cardholder, in Sweden or when travelling abroad, has not been able to make a purchase or cash withdrawal using the card.

The Bank shall not be held liable for any loss resulting from a Swedish or foreign legal enactment, the intervention of a Swedish or foreign public authority, an act of war, a strike, blockade, boycott, lockout or similar event, a natural disaster, an interruption of service or disruptions in IT systems or telecommunications used to perform such service, or other unusual or unpredictable circumstances over which the Bank has no influence. The reservation in respect of strikes, blockades, boycotts and lockouts applies regardless of whether the Bank itself is subjected to such measures or takes such measures. Any damage arising from other circumstances shall not be compensated by the Bank, provided that the Bank has exercised normal standards of care.

However, in the case of performance of payment services, instead of the provisions in the second paragraph above, the Bank, or the party engaged by the Bank, shall not be liable in cases of unusual or unpredictable circumstances over which the Bank, or the party engaged by the Bank, has no influence and the consequences of which would have been impossible for the Bank, or the party engaged by the Bank, to avert, despite all their efforts. Nor is the Bank liable when the Bank or the party engaged by the Bank is acting in accordance with Swedish law or EU law.

The Bank is in no case liable for indirect damage, unless the damage was caused by gross negligence on the part of the Bank.

If the Bank is prevented from executing payments or from taking other action as a consequence of such events as are set forth

above, the action shall be postponed until the cause of the delay is removed. In the event of a postponement of payment, the Bank shall, if it is committed to pay interest, pay such interest at the interest rate prevailing on the due date for the postponed payment. If the Bank is not committed to paying interest, the Bank shall not be obliged to pay interest at a higher rate than the prevailing reference rate of the Riksbank pursuant to section 9 of the Swedish Interest Act (1975:635), plus two percentage points.

Where a circumstance as referred to above prevents the Bank from receiving payments, the Bank shall, as long as the obstacle exists, be entitled to interest only on the terms prevailing on the due date of the payment.

### 19. Period of agreement and notice of termination

The agreement regarding the card is valid until further notice.

The account holder is entitled to terminate the agreement with immediate effect. The Bank may terminate the agreement subject to one month's notice.

The Bank is, however, entitled to terminate the agreement with immediate effect if:

- a the account holder has failed to fulfil his obligations pursuant to the card agreement, including these account terms and conditions
- b the account holder or - where applicable - the guarantor, suspends payments, is declared bankrupt or in any other way proves to be insolvent,
- c the Bank has good reason to believe that the account holder or - where applicable - the guarantor, will not fulfil his payment obligations,
- d the guarantor has terminated their guarantee for the account holder's obligations,
- e the cardholder or account holder misuses the card,
- f the Bank, in its assessment, does not have adequate customer due diligence on the account holder pursuant to the Swedish Act (2017:630) on Money Laundering and Terrorist Financing (Prevention), or if there is reason to assume that the account holder will act in such a way that the Bank will not be able to comply with the aforementioned law.

The Bank shall also be entitled to terminate an agreement relating to a given card with immediate effect if the cardholder is no longer employed by the company which has authorised the cardholder to receive such a card, if the company demands this for some other reason, or if any circumstance exists concerning the company as stated in the previous paragraph, a) - e).

If the agreement is terminated, any debt on the bank account falls due for payment with immediate effect. The card(s) will also be blocked at points of sale and thus rendered invalid, and must be immediately destroyed. If the account holder dies or is assigned an administrator pursuant to the Swedish Code on Parents and Children, the account agreement immediately lapses and any debt falls due for payment with immediate effect.

## 20. Notices

### a. General information

Notices to the account holder(s) may be sent by ordinary or registered post, fax, internet or other electronic communication. In some cases, notices can also be provided by phone.

Any registered letter regarding this agreement which the Bank has sent to the account holder/cardholder shall be deemed to have reached this holder not later than on the seventh day after despatch, if the letter has been sent to the address set out in this agreement or which is otherwise known to the Bank.

Notices sent via fax, internet or other electronic communication shall be deemed to have reached the customer not later than the next banking day, if the message is sent to an address or a number that the account holder/cardholder gave to the Bank.

The account holder/cardholder shall notify the Bank of any change in postal address, phone or fax number, or email address.

### b. Notification in the event of unauthorised use and security risks

In the event of unauthorised use or security risks, the Bank will notify the account holder/cardholder by phone, SMS text message, Online Banking, Mobile Banking or via [www.handelsbanken.se](http://www.handelsbanken.se). In any such contact, the Bank will never request sensitive information or codes related to the account holder/cardholder's payment instrument (such as card details, log-in codes or signature information). If the account holder/cardholder is contacted by the Bank, by phone or SMS text message, they must always check by phoning the Bank at +46 (0)8 701 1000 or another publicly available switchboard number.

### 21. Notification of change of beneficial owner, the Bank's request for information required to achieve adequate customer due diligence, and checks against sanctions lists

- a The customer undertakes to inform the Bank in the event of a change of beneficial owner according to the definition specified in the Swedish Act (2017:630) on Money Laundering and Terrorist Financing (Prevention).
- b The Bank is entitled to request that the customer provide the information and data which, in the Bank's assessment, are necessary to achieve adequate customer due diligence pursuant to the Swedish Act (2017:630) on Money Laundering and Terrorist Financing (Prevention). The information must be provided within the time frame determined by the Bank. The Bank may terminate the agreement relating to an account or a specific service section, in accordance with section 19, in the event that the customer fails to provide the data and information requested by the Bank.
- c The Bank may check account and payment information against sanction lists that the Bank is liable or has the right to apply according to law or government agency decision (Swedish or non-Swedish) for the purpose of ensuring that the payment can be carried out.

### 22. Applicable law, resolution of disputes

This agreement shall be subject to Swedish law.

If any provision in the agreement deviates from a provision in the Swedish Payment Services Act, the agreement applies in those cases where the Act allows the Bank and the Bank's customers to agree to such a deviation.

In the event of an investigation or complaint, the account holder should contact firstly the bank branch which provides this service and secondly the Bank's Head of Customer Complaints at the following address: Handelsbanken, Central Customer Complaints Department, SE-106 70 Stockholm, Sweden, or by phone on +46 (0) 8 701 1000.

If action is brought by the Bank, the dispute shall be resolved in a Swedish court of law. However, the Bank has the right to bring action in a court of law in a different country.



## Information

### Processing of personal data

#### Controller, etc.

The Bank is responsible (in its capacity as a Controller) for the processing of the personal data that you provide in conjunction with entering into this service, or that is otherwise registered in conjunction with this service.

The information below that pertains to you also applies to your guarantor, pledger, representative, trustee, or guardian.

### Purpose and legal basis

#### Fulfilling the terms and conditions of our agreement

The basic purpose of the Bank's processing of personal data in conjunction with this service, and the legal basis for it, is to collect and check the personal data prior to making a decision on providing a service for you, and to fulfilling the terms and conditions of our agreement.

#### Compliance with laws and other regulations

The data is also processed so that the Bank can fulfil its legal obligations or decisions by authorities. An example of such processing is the Bank's processing of personal data to be compliant with the Swedish Bookkeeping Act and the Swedish Act on Anti-Money Laundering, as well as the reporting requirements of authorities such as the Swedish Tax Agency, the Swedish Police and the Swedish Enforcement Authority.

#### Basis for research and marketing, etc.

The personal data is processed for marketing and customer research, which comprises background material for marketing, methods and business development, and risk management. Risk management also involves processing information about the borrower and credits to assess the quality of credits for capital adequacy purposes. Personal data may also be processed for use as background material for financial advisory services.

Personal data may be used for direct marketing, unless you have requested that this be blocked (a "block on direct advertising").

Insofar as the Bank's actions are not conducted with the aim of fulfilling contractual terms and conditions, or required by law or the authorities, the legal basis for processing is generally that it is a legitimate interest for the Bank pursuant to the prevailing legislation.

#### How long do we save personal data?

We save personal data as long as it is necessary in order to fulfil our contractual terms and conditions for the service, and otherwise as required by law or decisions by authorities.

#### Your rights

Among other things, you are entitled to receive information about the personal data about yourself that is being processed by the Bank, and to request the correction of erroneous or incomplete information.

#### More information

Comprehensive information about the Bank's processing of personal data and your rights in conjunction with this processing is available at [www.handelsbanken.se](http://www.handelsbanken.se).

#### If you have any questions

If you have any questions or comments on how the Bank processes your personal data, you are welcome to contact your branch, or the Bank's Data Protection Officer at [dpo@handelsbanken.se](mailto:dpo@handelsbanken.se), or write to the following address:

Handelsbanken  
Data Protection Officer  
106 70 Stockholm  
Sweden

You are also always entitled to contact the Bank's Complaints Manager or the Swedish Authority for Privacy Protection (IMY) with any complaints concerning the processing of personal data.

**Signature of company**

We hereby affirm that the information provided in this application is correct and complete. We are aware that the Bank's approval of this application means that an agreement has been entered into, with the content shown on this document.

We assume the payment responsibility for the granted Business Debit and we authorise the above-mentioned cardholder to use the card and charge our account.

Complete terms and conditions are issued at the customer's request or can be accessed from Handelsbanken Corporate Online Banking/ Account information/Terms and conditions – corporate payment services.

Town/city, date	Town/city, date
Signature of authorised signatory of the company	Bank signature Svenska Handelsbanken AB (publ)
Name in block capitals	Name in block capitals