

# TERMS AND CONDITIONS FOR THE USE OF FINNAIR PLUS VISA AND FINNAIR PLUS VISA GOLD CREDIT CARDS

## 1. Scope and definitions

These terms and conditions for the use of Finnair Plus Visa and Finnair Plus Visa Gold credit cards are applied to the credit account granted to the cardholder by Danske Bank A/S, Finland Branch (hereinafter the "Bank") and the Finnair Plus Visa and Finnair Plus Visa Gold credit card (hereinafter the "Card") linked to the account. These terms and conditions for the use of credit cards became effective on ~~31.12.2017~~.

In addition to these terms and conditions for the use of credit account and Finnair Plus Visa and Finnair Plus Visa Gold credit cards, the following terms and conditions valid at any given time are applied to the Card and its use:

- General Card Terms and Conditions for Private Customers
- terms and conditions associated with any services used

In case of discrepancies between language versions, the Finnish terms and conditions take precedence. In case of discrepancies between the terms and conditions mentioned above and the terms and conditions for the use of Finnair Plus Visa and Finnair Plus Visa Gold credit cards, these terms and conditions for the use of Finnair Plus Visa and Finnair Plus Visa Gold credit cards take precedence with regard to credit.

The definitions of terms used in these terms and conditions for the use of Finnair Plus Visa and Finnair Plus Visa Gold credit cards are the same as in the General Card Terms and Conditions for Private Customers. In addition, in these terms and conditions for the use of Finnair Plus Visa and Finnair Plus Visa Gold credit cards, the following definitions apply:

**Remote sales** refers to a situation where the card agreement on the service is entered into using remote communications so that the customer does not personally meet a representative of the Bank when the agreement is entered into. If transactions through eBanking or the telephone bank are related to an existing agreement, this is not an instance of remote sales.

**Finnair Plus Visa credit card** refers to an international payment card belonging to the Visa scheme, the use of whose charge and credit facilities for the payment of products and services accrues points on the Finnair Plus account.

**Finnair Plus programme** refers to the loyal customer programme of Finnair Plc, on the basis of which members earn Finnair Plus points.

**Credit costs** refers to the aggregate amount of interest, expenses and other charges that the cardholder must pay due to the credit relationship. Credit costs also include the costs of insurance policies and other comparable additional services if entering into an agreement concerning the additional service is a precondition for obtaining credit under the terms and conditions marketed.

**Effective annual interest** refers to the interest rate obtained by calculating the credit costs as annual interest on the amount of credit taking repayment instalments into account.

## 2. Granting of a credit account and Card

A credit account and Card may be granted on the basis of a written application to a person of full age receiving a regular income, resident in Finland, with a regular residence, who is known to manage his or her monetary transactions impeccably, who has no registered payment defaults and who is a member of Finnair Plus (main cardholder).

With the consent of the main cardholder, a parallel card giving entitlement to the use of the credit account may be granted to a family member of at least 16 years of age or another person of full age living in the same household as the main cardholder. A parallel card entitles the cardholder to monitor transactions entered into the credit account.

In addition, paragraphs 3, 4 and 17 of the General Card Terms and Conditions for Private Customers are applied to the credit account and the granting of the Card linked to it.

### 3. Accrual of Finnair Plus points

When the Card's charge and credit features are used for paying for products and services, Finnair Plus points are accrued to the main cardholder's Finnair Plus account so that each one (1) euro used for purchases accrues one (1) Finnair Plus point. In addition, the main cardholder of a Finnair Plus Visa Gold card annually accrues a separately agreed number of Finnair Plus points in connection with paying the annual fee. All Cards linked to the same credit account accrue points in the main cardholder's Finnair Plus account. The Finnair Plus points accrued using the Card do not affect the member's Finnair Plus tier point accrual.

The Bank has the right to notify Finnair Plc of the volumes of purchases made using the Card's charge and credit features and other card transactions potentially affecting the points for the purpose of calculating Finnair Plus points. Purchases during the invoicing period are notified to Finnair Plc at one time in arrears. In addition, the Bank has the right to notify Finnair Plc of the approval of an application, the main cardholder's Finnair Plus membership number and the opening and closing of a credit account. The main cardholder has the right to redeem prizes in accordance with the Finnair Plus programme against the points accrued in the Finnair Plus account.

Finnair Plus points are not accrued for the following, among other things: the annual fee and other charges, interest, cash withdrawals, credit card withdrawals, account transfers from the credit account through eBanking or other comparable uses. The cardholder is always informed separately of various campaign, start-up and/or other points linked to the Card and its use. The cardholder may only be granted any special start-up points potentially linked to the Cards once per card product.

Finnair Plc is responsible for calculating the points accrued by using the Card and their registration in the main cardholder's account. The main cardholder must, without delay, report any change to his or her membership number in the Finnair Plus programme to the Bank's customer service.

If the cardholder misuses his or her Card and uses it contrary to these terms and conditions of use or the General Card Terms and Conditions for Private Customers, the Bank and/or Finnair has the right to cancel the Finnair Plus points accrued due to such misuse in the main cardholder's Finnair Plus account.

If the main cardholder's Finnair Plus membership expires, any purchases and services paid for using the Card no longer accrue points in the Finnair Plus account from the termination of the membership. In other respects, the Card may be used until the end of the annual payment period.

### 4. Credit limit

The customer's application determines the desired credit limit. The Bank informs the cardholder of the credit limit granted in an invoice. The credit limit granted is specific to each credit account, and one or more Cards may be linked to a single credit account. The Bank is entitled to amend the credit limit applied for.

### 5. Use of the credit account and the Card and drawing of credit

The cardholder has in use a credit limit granted for the credit account and a Card with which the credit account is mainly used and credit is drawn. The credit account may also be used and credit may be drawn, for example, by making account transfers from the credit account through eBanking and by paying invoices using the credit account on a payment machine. The cardholder is responsible for ensuring that the granted credit limit is not exceeded under any circumstances. The main cardholder is also responsible for the use of a parallel Card and the fees and charges levied on it.

The Bank has the right to immediately cancel the use of the credit account and the Card linked to it if the agreed credit limit is exceeded. The credit account and the Card may not be used if there is a receivable fallen due in the credit account.

No separate credit account-specific usage constraints may be set for the credit account and the Cards linked to it. The credit account and the Card must always be used within the credit limit in Finland and abroad.

Paragraphs 8 and 18 of the General Card Terms and Conditions for Private Customers address the more specific terms and conditions for the use of the credit account and Card, drawing of credit, the acceptance of agreements entered into by the cardholder and card transactions and the payment of debt arising from this to the Bank.

### 6. Credit interest

The total interest rate on credit is the sum of a reference rate set out in the card credit agreement and a margin.

### 6.1 Determination of a variable credit interest rate

The cardholder is obligated to pay annual interest determined on a daily basis for interest-bearing credit in use, which is made up of the reference rate of interest and the margin agreed upon in the card credit agreement.

The Euribor interest rate published at [www.suomenpankki.fi](http://www.suomenpankki.fi) is used as the reference rate of interest. The Euribor rate is a reference rate for the money market of the euro area, the value and quotation dates of which are based on what effectively applies to international practice at the time. The interest rate on the credit remains the same during the interest specification period. The length of the interest specification period is taken from the name of the reference rate of interest.

The reference rate of interest is reviewed on interest adjustment days to match the three-month Euribor rate of the first day of March, June, September and December, respectively, increased by 8.5 percentage points. If an interest rate adjustment day is not a banking day, the value of the reference rate on the banking day following the adjustment date will be used as the reference rate. If the value of the reference rate changes on the adjustment day, the interest rate on the loan is changed by a corresponding amount. The interest rate on the credit remains unchanged between the interest adjustment dates. Any changes in interest rates are applicable immediately as of the adjustment dates with no advance notification. The main cardholder is informed of the interest rate for the interest specification period in arrears in an invoice delivered once a month.

The amount of interest is calculated for the period from the end of the interest-free period to the settlement date using the actual number of interest days and the number 360 as the divisor.

If the quoting of the reference rate ceases or is discontinued, the reference rate applicable to the credit is determined in compliance with a new statute or a decision or instructions by public authorities on the reference rate. If a statute or a decision or instructions by public authorities are not forthcoming with regard to a new rate of interest, and no agreement upon the new interest rate is reached with the cardholder, the creditor will determine the new reference rate of interest having consulted the authorities that supervise credit institutions.

### 6.2 Effective annual interest

The effective annual interest on the credit account is specified in the card credit agreement. The effective annual interest rate is calculated on the date the agreement is signed, assuming that the credit period is one year and that the credit is in use in its entirety, the interest on the credit and the fees and charges remain the same throughout the credit period and that the credit is repaid in 12 equal instalments at one month intervals.

### 6.3 Accrual of credit interest

Any card transactions made during an invoicing period are interest-free up to the due date, after which interest in accordance with the card credit agreement is calculated on unpaid debt. That part of the invoice total that the cardholder does not settle on the due date of the invoice constitutes an interest-bearing credit. However, the maximum amount of credit is the difference between the credit limit granted and the amount of interest-bearing credit already in use.

The Bank has the right to limit the cardholder's right to transfer debt to interest-bearing credit if the cardholder does not comply with the agreed terms and conditions or if the Bank deems that the risk of the cardholder being unable to fulfil his or her obligation to pay has considerably increased.

### 6.4 Penalty interest

If the monthly payment is not remitted so that it is received by the creditor bank on the due date, the debtor is liable to pay annual penalty interest on the amount delayed from the due date to that date when the payment has been received by the creditor bank.

The penalty interest is seven (7) percentage points higher than the reference rate of interest specified in the Interest Act.

If the interest collected by the Bank before the due date of the credit is higher than that specified according to the Interest Act as outlined above, the Bank is entitled to apply this higher reference rate as the penalty interest rate for a period of one hundred and eighty (180) days from the date the entire credit has become due for payment; however, for no longer than until a court of law has issued its verdict regarding the credit. After this, the penalty interest is determined according to the Interest Act.

### 7. Invoicing and repayment of credit

The Card and other account transactions concerning the Card's credit account, interest-bearing credit, credit and penalty interest and other charges specified in the terms and conditions of use and service charge lists are invoiced from the cardholder in euro once a month. The due date of the invoice is agreed between the parties in the card credit agreement. Any card transactions made by the main and parallel cardholders and other debits and charges specified in the terms and conditions of use and the service charge list are invoiced using the same invoice.

The invoice shows the total amount of credit in use. When the customer pays all of the credit used by the due date, the new card transactions are interest free. The invoice also shows the monthly instalment, which is the minimum amount agreed between the Bank and the cardholder to be paid on a monthly basis. The monthly instalment comprises the credit repayment, the interest and any fees charged. However, the minimum instalment is always at least equal to the total of any potential interest and fees.

Any overdue monthly instalment and any potential part of the invoice total that exceeds the agreed credit limit must be paid in addition to the agreed minimum instalment. The main cardholder can agree on changing the amount of the monthly instalment with the Bank.

If the cardholder does not pay the monetary amount specified to be paid on the invoice by the due date or another separately agreed date, the Bank and/or Finnair has the right to remove the Finnair Plus points accrued for purchases unpaid from the main cardholder's Finnair Plus account.

The due date of the invoice is the date specified in the card credit agreement for the last day when the cardholder has to pay at least the monthly instalment. If the due date is not a banking day, the payment date for the credit and the interest levied on it as well as the costs associated with credit management are transferred to the following banking day. If the payment day is postponed, the Bank has the right to charge the interest rate applied during the then current interest rate specification period from the due date to the new payment date on the entire unpaid balance of the credit.

Payments are valid only when paid to an account number held by the Bank. Any complaints regarding the invoices must be made in writing within a reasonable period, normally within seven (7) days of receipt of the in-

voice. In order to make a complaint, the cardholder must be able to produce the receipt for the card transaction in question.

The cardholder has the right to pay an amount larger than the monthly instalment specified in the agreement or repay the entire debt prematurely without charge.

In credit use, the customer has the right to two (2) non-consecutive payment-free months each year, to be agreed with the Bank and as of a time to be announced by the Bank. The interest and any fees incurred during a payment-free month are included in the next monthly instalment.

The Bank sends the invoice and other notices related to the credit to the cardholder at the address that the cardholder has given the Bank or which has been obtained from the Population Register.

When an account statement or other notice concerning the credit is sent to the main cardholder's address mentioned above, the notice is deemed to have been received on the seventh (7<sup>th</sup>) day after the notice was sent at the latest.

### 8. Foreign exchange rates

Paragraph 10 of the General Card Terms and Conditions for Private Customers addresses the terms and conditions for foreign exchange rates.

### 9. Cardholder's duty of disclosure

The cardholder undertakes to provide the Bank on request with necessary information on his or her financial position and matters affecting his or her capacity to pay.

### 10. Special grounds for terminating the credit agreement

If the cardholder has used the card contrary to the terms and conditions and the breach of agreement is material, the Bank has the right to cancel the credit agreement with immediate effect.

If the payment of a monthly instalment is delayed by more than one month and remains unpaid, the entire receivable may be matured due for payment. Non-matured receivables may also be entirely matured for payment if the cardholder dies or has provided the Bank with misleading or incorrect information that may have affected the granting of credit or the terms and conditions of the credit or if the cardholder is guilty of some other material breach of agreement or is declared bankrupt.

If a delayed payment is due to the cardholder's illness, unemployment or another comparable reason, this "social payment disturbance" must be taken into account when terminating the credit and/or the agreement. A consumer must inform the Bank in writing of a social payment disturbance if he or she wishes it to be considered. However, the Bank has the right to mature the credit if, considering the duration of the delay and other circumstances, it would be manifestly unreasonable for the Bank to continue the debt relationship.

Maturation becomes valid after four (4) weeks or, if the cardholder has been previously reminded of the delay or other breach of agreement, after two (2) weeks from the date when the notice concerning maturation was sent to the cardholder. If the cardholder pays the delayed amount or remedies another breach of agreement within the period previously mentioned, maturation is cancelled. Penalty interest under paragraph 6.4 is levied on the amount fallen due.

If credit is matured, that part of the credit costs which is allocated to the credit period unused must be deducted from the remaining receivable. However, the Bank may levy full costs resulting from measures associated with the establishment of credit as specified in the agreement.

Even if the Bank does not mature the credit immediately after discovering that the grounds for doing so exist, it does waive its right to refer to these grounds for maturing the credit.

The Bank has the right to transfer an unpaid balance of the credit to a third party for collection. The customer is liable for any unpaid debt and its collection expenses and costs.

The Bank has the right to report and the registrar has the right to record a failure to pay in the credit information register if no less than three (3) weeks have elapsed since a reminder containing a warning of the possibility that a failure to pay may be recorded in the credit information register was sent to the cardholder, and the payment is delayed by more than sixty (60) days from the original due date stated on the reminder of payment, or such recording is otherwise permissible by virtue of law or by a decision by the data protection authority.

### 11. Fees and charges

Fees and charges for the credit account and the Card linked to it and its use are defined in the card credit agreement and the service charge list valid at any given time. In addition, paragraphs 10 and 12 of the General Card Terms and Conditions for Private Customers are applied to fees and charges.

### 12. Right to cancellation

The cardholder has the right to cancel the card credit agreement by notifying the Bank of this within fourteen (14) days of permanently receiving a copy of the agreement with its terms and conditions and, additionally in remote sales, the preliminary information referred to in Chapter 6a of the Consumer Protection Act (38/78). As a minimum, the notification must include the following specific details:

- the cardholder's name and personal identity number
- the number of the Card to be cancelled
- the number of the account linked to the Card
- the cardholder's signature

When the cardholder cancels the card credit agreement, any card transactions made during the validity of the Card and the credit are binding on the cardholder despite the cancellation. The cardholder is obligated to pay the fees, expenses, interest and assignment charges in accordance with the agreement and the terms and conditions which have accumulated for payment for use of the Card and credit during the period of use.

The cardholder must, without delay and within 30 days of sending the notification of cancellation, return in full with interest any assets received on the basis of the agreement and pay any card transactions made using the Card under risk that the cancellation shall otherwise lapse.

If the cardholder cancels the card credit agreement, the Bank levies credit interest as compensation for the period during which the credit has been at the debtor's disposal. With regard to a credit agreement made through remote sales, the Bank has the right to demand the effective annual interest on the credit for the period the credit has been at the debtor's disposal. The amount of interest is specified in the agreement.

### 13. Terms and conditions for direct debit of invoice

When the customer links his or her invoice to direct debit, he or she authorises the Bank to debit the monthly instalment specified in the agreement from his or her bank account. The customer must ensure that the bank account has sufficient funds on the banking day preced-

ing the due date at the latest. If the customer does not accept the debit after receiving the invoice, he or she must notify the Bank or the account branch of his or her own bank of this no later than five (5) weekdays before the due date. The direct debit authorisation for the invoice may be cancelled by notifying the cardholder's own account bank so that no direct debit is carried out in the next invoicing following the notification.

#### **14. Amending the terms and conditions**

Paragraph 21 of the General Card Terms and Conditions for Private Customers is applied to the amendment of the card credit agreement and these terms and conditions of use.

#### **15. Transferring the agreement**

Paragraph 22 of the General Card Terms and Conditions for Private Customers addresses the terms and conditions for transferring the agreement.

#### **16. Terminating the card agreement**

The main cardholder has the right to terminate the card credit agreement with immediate effect, as a result of which the right to use a parallel card also expires. After termination, no cardholder of the Cards linked to the credit account has the right to use the Card or the credit account and each cardholder is obligated to return his or her Card to the Bank cut in such a way that the chip on the Card is also destroyed. No charges are levied for termination.

A parallel cardholder, for his or her part, has the right to terminate the agreement with immediate effect.

The Bank has the right to terminate the agreement with two (2) month's notice. When the agreement is terminated, the outstanding debt is payable in accordance with the current terms and conditions of use.

The Bank has the right to terminate the customer's unused credit facility unconditionally and with immediate effect if the Bank's solvency is at risk or public authorities take certain actions, for example.

In addition, paragraph 23 of the General Card Terms and Conditions for Private Customers is applied to termination.

#### **17. Cancelling the card agreement**

The Bank has the right to cancel the card credit agreement, refuse to renew the Card granted and request immediate payment of the credit in use if the grounds for cancellation specified in paragraph 23 of the General Card Terms and Conditions for Private Customers are fulfilled.

#### **18. Validity of the agreement**

The card credit agreement is in force until further notice.

#### **19. Applicable law and legal venue**

Paragraph 26 of the General Card Terms and Conditions for Private Customers addresses the terms and conditions for applicable law and legal venue.