

# Expense manager Terms and Conditions

July 2019

## 1. Introduction

These T&C govern the Company's access to and use of the Services available through the Eurocard Pro application and the expense manager desktop portal.

## 2. Parties to the T&C

The parties to these T&C are the Company and the Service Provider.

## 3. Definitions

### Administrator

Refers to the individual described under section 5.

### Card

Refers to Eurocard cards issued to the Company and used for payment of the Company's expenses.

### Company

Refers to the legal entity that has applied for and been granted access to the Services.

### Services

Refers to the services as described under section 4 below.

### Service Provider

Refers to SEB Kort Bank AB, a Swedish limited liability company with company registration no. 556574-6624, and registered address at 106 40 Stockholm, Sweden. The Service Provider is part of the Skandinaviska Enskilda Banken AB (publ) group.

### T&C

Refers to these expense manager Terms and Conditions applicable between the Company and the Service Provider.

## 4. Description of the Services

The Services are an expense handling solution as available through the Eurocard Pro application and the expense manager desktop portal. The Services shall provide the Company with a user-interface for an Administrator to get an overview and access to employee approved company expenses and digital receipts. The Services enable the Employee to approve and add receipts to company expenses in the Eurocard Pro application, report the expenses and enable the Administrator at the Company to approve the expenses and export transactions, expense details and receipts to the Company's accounting system for final bookkeeping.

## 5. Administrator

An Administrator is authorized to administer expenses in the Eurocard Pro application and the expense manager desktop portal on behalf of the Company and also appoint and create new Administrators.

The Administrator shall be the main point of contact with the Service Provider.

## 6. Prices and fees

The Company shall pay a fee for the use of the Services as specified in the pricelist available at [eurocard.com](http://eurocard.com).

## **7. Intellectual Property**

Unless otherwise indicated, the Services are proprietary property. All source code, databases, functionality, software, designs, audio, video, text, photographs, and graphics in the Services and the trademarks, service marks, and logos contained therein are owned or controlled by the Service Provider or licensed to the Service Provider.

The Service Provider grants the Company a personal, non-exclusive, non-transferable license to use the Services.

## **8. Rules of Acceptable Use**

In addition to the other requirements within these T&C, this section describes specific rules that apply to the use of the Services.

Service credentials and authentication information, such as for example user ids and passwords, are to be considered and treated as personal information of importance and must be kept and handled in a secure manner to prevent unauthorized use of the Services. The Service credentials and authentication information must not be given or revealed to a third party.

When using the Services it is not permitted to:

- circumvent, disable or otherwise interfere with any security related features of the Services;
- prevent or restrict the use of the content accessible via the Services;
- give false or misleading information to the Service Provider;
- permit third parties to use the Services under the Company's name or on the Company's behalf;
- use the Services other than for its intended purpose as set out in these T&C;
- modify, interfere, intercept, or disrupt the Services;
- misuse the Services by knowingly introducing malware or other material which would harm the Service.

The Company is not allowed to use the Services if the Service Provider has suspended or denied the Company access to the Services.

Failure to comply with the above rules constitutes a material breach of the T&C.

## **9. Maintenance**

There will be general updates of the Services from time to time. The Service Provider will strive to schedule maintenance of the Services outside office hours and also strive to minimize any interruptions to the extent reasonably possible.

Interruptions in the Services do not give the Company a right to a deduction of price or any other remedy.

## **10. Limited warranty**

Use of the Services is at the Company's sole risk. The Service Provider does not warrant that a) the Services will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Services are free of viruses or other harmful components; or d) the results of using the Services will meet the Company's specific requirements.

The Service Provider cannot guarantee the accuracy or correctness of the automated services such as expense categorization, receipt collection and data export to accounting systems. The Company undertakes to manually check the accuracy and correctness of such services before using this data.

The Service Provider does not guarantee that the Company's data is available or stored in the Eurocard Pro application and the expense manager desktop portal or anywhere else.

The Service Provider is furthermore unable to warrant that the Services will be compatible with any mobile device.

For the avoidance of doubt, the Service Provider does not provide legal, tax, financial or accounting advice or any other advice of whatever nature.

#### **11. Services provided by third parties and transfer of transaction data**

The Services are developed and operated on behalf of the Service Provider.

Through the Eurocard Pro application and the expense manager desktop portal, third party service providers may offer the Company additional services other than the Services. These services are provided by third parties to the Company directly. The Service Provider does not deliver these services and will not be held liable for any claims that may arise in relation to these services. Any support in relation to these services will be handled by or through such service provider directly.

**For the purpose of the Company using vat reclaim services delivered by a third party service provider, the Company accepts and hereby instructs the Service Provider to forward transaction data provided by the Company in the Eurocard Pro application and the expense manager desktop portal to such service provider.**

#### **12. Use of Data**

The Company shall retain all rights, titles and interests in and to:

- (a) all graphics, images, files, data and other information transmitted by in connection with the Company's use of the Services; and
- (b) reports and other materials generated by the Services following such transmission, provided, however, that the Company hereby grants a worldwide, royalty-free, non-exclusive license to use
  - (i) data generated as a result of the Company's use of the Services solely for purposes of maintaining and improving the Services and providing the Company with access to special product offers and promotions;
  - (ii) non-identifiable, anonymous, aggregated data regarding the Company's use of the Services solely for marketing purposes, distribution to third party research firms or benchmarking presented to other users.; and
  - (iii) data generated as a result of the Company's use of the Services for purposes of to fulfil any obligations set upon the Service Provider by authorities and/or by law.

#### **13. Processing of personal data**

The Service Provider applies a privacy policy available on the Service Provider's relevant website in each applicable market. The Company shall ensure that its employees are informed of said privacy policy and that the Service Provider processes personal data in accordance with applicable law, the general terms and conditions for the Card and the privacy policy.

The Service Provider is the controller in respect of processing of personal data performed for the following overall purposes: i) providing the Services ii) compliance with regulatory requirements and iii) other handling of personal data relevant for the Services and based on the principles of legitimate interest.

The Company shall take all measures necessary to inform the individual employee prior to that personal data processing activities are performed by the Service Provider.

#### **14. Amendment of the T&C**

The Service Provider shall be entitled to amend these T&C and prices, and to introduce new fees and cost reimbursements with effect one (1) month after the Company is notified of the amendment. Amendments to the benefit of the Company may be implemented with immediate effect and without notice. If the Company does not accept the amendments, the Company shall be entitled to terminate the Services before the day on which the amendments are due to take effect. If no notice of termination is given, the Company shall be deemed to have accepted the amendments.

Applicable T&C can always be found on [eurocard.com](http://eurocard.com)

Notification shall be made in accordance with clause 15 below.

#### **15. Communication and messages**

When the Service Provider sends information and messages to any Administrator(s), such information shall be deemed to have reached the Company. The Service Provider also reserves the right to provide the Company with information via e.g. e-mail, the service e-admin as provided by the Service Provider, SMS or in writing by post. Any messages sent by the Company to the Service Provider shall be sent in e-admin or by e-mail.

Messages that are sent by the Service Provider to the Company by e-mail or SMS or e-admin or any other form of electronic communication shall be deemed to have reached the Company no later than the next working day if the message is sent to an address or number that the Company has provided to the Service Provider.

Loss of the expense manager login credentials or unauthorized use of expense manager shall be reported immediately upon detection. The Service Provider shall then be notified by telephone:

To Sweden: 08 14 67 67 (from abroad +46 8 14 67 67)

To Denmark: 36 73 71 00 (from abroad +45 36 73 71 00)

To Norway: 21 00 55 00 (from abroad +47 21 00 55 00)

To Finland: 08 0015 5777 (from abroad +358 8 0015 5777)

#### **16. Termination**

Either party may terminate the Agreement without a cause by giving one (1) month's notice. The Service Provider may terminate or suspend the Services immediately, without prior notice or liability, if the Company commits a material breach of the T&C including non-payment for the Services. Upon termination due to material breach, the Company's right to use the Service will immediately cease.

The Service Provider may also terminate the Services with immediate effect if the Company ceases to make payments, is declared bankrupt, initiates negotiations with the aim of making a composition with creditors or enters into liquidation.

Any notice of termination shall be made in writing in accordance with clause 15 above.

### **17. Governing law and dispute**

These T&C shall be governed by the laws of the country in which the Service Provider is providing the Services to the Company provided that this is in Denmark, Finland, Norway or Sweden.

Any disputes arising from these T&C shall be resolved by the courts of the country in which the Service Provider is providing the Services to the Company provided that this is in Denmark, Finland, Norway or Sweden.

For Denmark, disputes arising from these T&C shall be brought before the City Court of Copenhagen.

For Finland, disputes arising from these T&C shall be brought before the District Court of Helsinki.

For Norway, disputes arising from these T&C shall be brought before Oslo District Court.

For Sweden, disputes arising from these T&C shall be brought before the District Court of Stockholm.

If the Service Provider is deemed to be providing the Services outside above mentioned countries, these T&C shall be governed by Swedish law. Disputes arising from this agreement shall then be brought before the District Court of Stockholm.

Nevertheless, the Service Provider reserves the right to initiate legal proceedings at a court in another country if the Company is incorporated there or have assets in that country.