

# E-admin Terms and Conditions

2020/04

## 1. Introduction

E-admin is Eurocard's online system for the administration of Cards and Accounts.

E-admin offers a number of different functions that the Company has immediate access to, as well as a number of optional modules that the Company can request access to.

The Company has access to the following functions in e-admin:

- View Cards and Accounts
- Apply for and close Cards and Accounts
- Reconciliation of payments, invoices and transactions

The Company can also choose to add the following modules<sup>1</sup>:

- Administration module
- Flexible limit module
- Eurocard Single-Use Account module
- File Download module
- Statistics module

## 2. Parties to the agreement

The parties to this agreement are Eurocard and the Company.

This agreement consists of the Company's application for access to e-admin, these e-admin Terms and Conditions and pricelist, as well as Eurocard's approval of the application, collectively referred to as the "agreement".

## 3. Definitions

### Account

Refers to an account issued by Eurocard which is used for the execution of payment transactions and to which one or more Cards can be connected. It can also be a Eurocard Purchase Account, Eurocard Single-Use Account, Eurocard Hotel Account or Travel Account.

### Administrator(s)

The individual(s) at the Company who are authorized to administer the Company's Cards and Accounts. A Company can have both super administrators and administrators. Super administrators and administrators are commonly defined as Administrators in the agreement. A super

administrator is appointed by the Company, is responsible for e-admin within the Company and will be the contact person that Eurocard sends information regarding e-admin to. The super administrator is able to access all functions and modules that the Company has been granted access to and has immediate access to all Cards and Accounts connected to the Company in e-admin. Super administrators also have the right to appoint new administrators and update and delete administrators' access rights. A super administrator is not allowed to appoint new super administrators.

### Card

Refers to Eurocard Corporate cards with the exception of Eurocard Corporate Limit cards. It is a physical card to be used for payment of business expenses.

### Cardholder

Refers to a person in whose name a Card has been issued.

### Company

Refers to the legal entity that has applied for and been granted access to e-admin.

### Eurocard

Refers to whichever of SEB Kort Bank AB (in Sweden), SEB Kort Bank, Oslofilialen (in Norway), SEB Kort Bank, Denmark, branch of SEB Kort Bank AB (in Denmark) or SEB Kort Bank AB, Helsinki branch (in Finland), who is the issuer of the relevant Cards and Accounts.

### Eurocard Purchasing Account

An account with a card number issued to the Company for internet or other distance purchases.

### Eurocard Single-Use Account

An account with one or more card numbers connected. The card numbers are generated by Administrators via e-admin in the Eurocard Single-Use Account module. The account is issued to the Company for internet or other distance purchases.

### Eurocard Hotel Account

An account with one or more card numbers connected. The card numbers are generated by the Company's travel agency on behalf of the Company in the travel agency's booking system. The account is issued to the Company for travel related purchases booked by the travel agency.

### General terms for Cards and Accounts

Refers to the general terms issued by Eurocard for each Card and Account.

## Login Credentials

Temporary password and User ID.

### PCI DSS

The Payment Card Industry Data Security Standard (PCI DSS) is a widely accepted set of policies and procedures intended to optimize the security of credit, debit and cash card transactions and protect cardholders against misuse of their personal information. Websites of the PCI Security Standards Council, ([www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)) include instructions and information concerning safe handling of card data.

### Temporary password

An eight-digit OTP (One-Time Password) sent to the Administrator's mobile phone number. The OTP is used in combination with the User ID and registered mobile phone number to access certain functions and modules in e-admin.

### Travel Account

Travel Account (TAC) is a solution that handles invoices and is offered by SEB Kort Bank AB (Diners Club). The system is built on a co-operation between the travel agency, the Company, the travel provider and Diners Club. All related travel expenses will be booked on a specific account. Some options in e-admin, e.g. limiting and the possibility to apply for a new account, are not available for the Travel Account.

### User ID

A six-digit code used by the Administrator to access e-admin. The code is sent to the Administrator in an e-mail once Eurocard has registered the Administrator.

## 4. Introductory provisions

The Company is liable for payments in accordance with this agreement and is also responsible for ensuring that administrators are aware of and comply with this agreement and applicable instructions from Eurocard at any given time.

## 5. Appointment of super administrators and administrators

When applying for e-admin, the Company must appoint at least one super administrator with special responsibility for e-admin within the Company. The Company shall provide information including the name, national identification number, e-mail address and mobile phone number of the appointed super

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<sup>1</sup> Please note that not all modules and functions may be available in all markets.

administrator. The Company can also appoint one or more administrator(s).

The administrators' appointment is not limited to actions within the e-admin online system but covers also the administration as described in the e-admin application of the same cards and accounts in general, e.g. by using paper applications.

The Company shall ensure that there is always at least one super administrator appointed. If the Company wishes to change super administrator, the Company must notify Eurocard in writing and submit information of the appointed super administrator. The Company shall ensure that information regarding super administrators and administrators is updated if administrators leave their position within the Company or if they for other reasons shall no longer have access to e-admin.

## **6. Duality**

Companies may apply for a dual signature requirement in e-admin for actions that Eurocard considers actions with a certain degree of risk e.g. when administrators apply for new card(s) or account(s) or when administrators do changes to limits on card(s) and/or account(s). Duality is when one administrator initiates an action that a second administrator needs to approve before it is actually performed. Note also that duality will prevent administrators from administering their own card(s) alone.

## **E-admin functions**

### **7. View Cards and Accounts**

The Company can use e-admin to view cards and accounts.

The Company may view cards with private payment liability in e-admin, but the view is limited: the Company cannot see transactions, invoices and payments and Cardholder specific spending relating to a Card with private payment liability. Aggregated spending on Company Cards and Accounts is available e.g. in the Statistic module and Cards with private payment liability are included in the Cardholder lists, but the Company may not administrate Cards with private payment liability i.e. close cards, reorder cards and reorder PIN codes or set limitations on such Cards.

### **8. Apply for and close Cards and Accounts**

The Company can use e-admin to apply for Cards and Accounts. For security reasons, Administrators have a limited ability to choose the address to which the Card and PIN code shall be sent. In addition, Eurocard reserves the right, for security purposes, to set limits on how many cards an Administrator may request through e-admin during a certain period.

The super administrators may use e-admin to close Cards and Accounts. Note special restrictions for Cards with private payment liability as mentioned in section 7.

### **9. Reconciliation of invoices and transactions**

The Administrator(s) can use e-admin to:

1. Access all invoices pertaining to the Company's Cards and Accounts
2. View individual transaction data for an invoice
3. View non billed transactions that have been booked after the most recent invoicing date
4. View interest on overdue payments, fees for late payments and other fees

Note special restrictions for Cards with private payment liability as mentioned in section 7.

## **E-admin modules (optional)**

### **10. Administration module**

The Administration module in e-admin provides the possibility for the Company to reorder cards and reorder PIN codes.

Note special restrictions for Cards with private payment liability as mentioned in section 7.

### **11. Flexible limit module**

#### **11.1 Limiting - general**

Cards and Accounts are generally unlimited, but with the Flexible limit module the Company can limit its Cards and Accounts.

When Eurocard receives an authorization request from the point of sale to determine whether the transaction shall be approved, it is checked against the limitations the Company has placed on the Card and Account. In the event that the authorization request exceeds the limits the Company has set, the

transaction will be declined. However, a requirement for Eurocard to be able to decline purchases on a Card or Account is that the point of sale seeks authorization for the individual purchase and that the transaction takes place as an online transaction.

There are also, for security reasons, underlying security parameters established by Eurocard on all Cards and Accounts to prevent misuse. This might be a maximum charge amount per transaction or for a certain period.

Even if a transaction is within the limits set by the Company, the transaction may be declined because of Eurocard's security parameters for the reasons described above. The Company should therefore contact Eurocard at times when unusually large transactions are to be charged to a Card or an Account. If the selected limitation does not work for reasons beyond Eurocard's control, the Company is still liable for payment in accordance with applicable legislation and this agreement.

The Company shall ensure that employees are given information on any limitations of Cards and Accounts.

Note special restrictions for Cards with private payment liability as mentioned in section 7.

### **11.2 Limiting according to merchant category**

Every acquirer in the Mastercard network is obligated, according to transaction rules, to register a special code that indicates to which merchant category the point of sale belongs. The Company can limit its Cards and Accounts in relation to such merchant categories. In order for the desired limitation on certain merchant categories to work, the acquirer must have registered the correct merchant category code.

As Eurocard cannot guarantee that the point of sale's category registration is correct, Eurocard cannot guarantee that the desired limitations for a certain merchant category will always apply. The Company thus remains liable for payment even for transactions carried out at a point of sale belonging to a business that, in terms of its merchant category, is excluded by the Company's limitations.

### **11.3 Limiting at geographical level**

The Company can limit its Cards and Accounts by geography. This limitation cannot be used for online purchases or other forms of distance sales. The reason for this is that many online shops choose

to process their transactions in a country other than where the shop is registered. Similarly, limiting by geography can be affected by so-called border trade or if the transaction is carried out when travelling, e.g. by plane, boat or train.

## **12. Eurocard Single-Use Account module**

With the Eurocard Single-Use Account module the Company can create card numbers directly in e-admin. The Company is responsible for ensuring that the card numbers, expiry date, CVV code and Mastercard Identity Check are handled confidentially and given only to the people within the Company who will be using the card numbers.

The card details and associated Mastercard Identity Check shall be distributed in a secure manner to users and shall also be stored securely, so that unauthorized persons cannot gain access to this information. All information containing card numbers shall be handled in accordance with PCI DSS rules. The Company agrees to comply with these requirements.

The Administrator may not create more card numbers than the Company needs at any given time, as such card numbers can pose a security risk.

For security reasons, Eurocard has implemented a number of security parameters in relation to use of Eurocard Single-Use Account. In the event that it becomes necessary to issue a large number of card numbers over a short period of time or for larger transactions, the Company must contact Eurocard. The Eurocard Single-Use Accounts can be limited even if the Company does not have the Flexible limit module.

## **13. File Download module**

With the File Download module the Company can manually retrieve Card and Account transactions from e-admin and transfer them into the Company's travel expense management system or other financial management system. The Company must ensure that it has a high level of security which ensures that no unauthorized parties can gain access to sensitive transaction information. If the downloaded files contain card numbers, these must be handled in accordance with PCI DSS rules. Transaction data may not be used for any purposes other than those stated in these e-admin Terms and Conditions or as otherwise specially described by Eurocard.

## **14. Statistics module**

With the Statistics module the Company can run predefined reports where data is presented in a consolidated format and save such reports as an Excel, PDF or CSV file.

The Company may also search, view and export specific transactions (with some limitations for Cards with private payment liability according to section 7 ) and get an overview of the Cards and Accounts issued to the Company.

The data presented in the Statistics module is based on the merchant category codes registered by the acquirer (as mentioned in section 11.2). Eurocard cannot be held responsible in case of any incorrect category codes, which can affect the statistics negatively.

## **Miscellaneous**

### **15. Security requirements**

In order to access e-admin, the Administrator shall log in with the Temporary Password or with other solutions that might be available in certain markets as instructed by Eurocard. For some of the modules in e-admin it is required – for security reasons - that the Company provides the applicable IP address on the application form. Eurocard will record the IP addresses in question and will also verify that enquiries come from authorized computers/devices.

### **16. Conditions for use of e-admin and confidentiality**

Information on e-admin Login Credentials must not be given to or used by any outside parties. E-admin Login Credentials and/or other information linked to e-admin shall be considered a valuable document and shall be kept and handled in a secure manner to prevent outside parties from using this information. E-admin may not be used in contravention of applicable legislation.

Eurocard is governed by rules of confidentiality. The Company undertakes to manage and process personal data and other customer information in e-admin in a manner that is in compliance with applicable legislation.

### **17. The Company's obligations and liabilities**

The Company shall be obliged:

- to destroy any previously received e-admin Login Credentials upon receiving the new e-admin Login Credentials;

- not to disclose Card and Account information to unauthorized persons;
- to only make a note of a personal code in such a way that third parties will not suspect that the note refers to a personal code;
- to comply with the provisions concerning use of e-admin in accordance with the agreement;
- to upon misuse or attempted intrusion from outside parties assist Eurocard in any investigation to gather information as to how such an event was possible and;
- to ensure that users of Cards and Accounts receive information on the General terms for Cards and Accounts.

The Company shall be liable towards Eurocard for damages occurring through negligent management of e-admin, also including liability to Eurocard in the event of illegal intrusion through so-called hacking of the Company's network whereby outside parties gain access to e-admin and thereby cause damages to Eurocard.

The Company shall be liable for any acts or omissions of its employee related to the use of e-admin, and for acts of an authorized party respectively as for the acts of its employee using e-admin.

### **18. Eurocard's right to update and block e-admin**

Eurocard reserves the right to block e-admin for any of the following reasons:

1. if the secure use of e-admin could be compromised e.g. for technical reasons,
2. if unauthorized or fraudulent use of the payment solutions in e-admin is suspected.

Where appropriate, Eurocard shall inform the Company that e-admin has been blocked and of the reasons for this. Eurocard also reserves the right to update and modify e-admin on an on-going basis. The Company shall be given advance notice in the event of major changes. Minor changes and updates will be implemented without special notification.

### **19. Reporting of loss**

Loss of the e-admin Login Credentials or unauthorized use of e-admin shall be reported immediately upon detection. Eurocard shall 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)

Upon loss of e-admin Login Credentials and where there is a risk of unauthorized use of the payment solutions in e-admin, the Company shall also report the loss to the police as soon as possible.

## **20. Force majeure and limitation of liability**

In relation to this agreement, Eurocard is not liable in cases of unusual or unpredictable circumstances over which Eurocard has no control and the consequences of which would have been impossible for Eurocard to prevent, despite all its efforts. Nor is Eurocard liable when Eurocard acts in accordance with applicable laws.

Losses that arise in other cases shall not be reimbursed by Eurocard if Eurocard has exercised normal due care and attention. Nor shall Eurocard be liable for indirect losses unless the loss has been caused wilfully or through Eurocard's gross negligence.

## **21. Prices and fees**

Prices and fees for the use of e-admin shall be payable as specified in the pricelist or as agreed between the Company and Eurocard. The Company agrees to the payment method specified by Eurocard.

## **22. Information about the agreement**

During the term of the agreement, the Company shall be entitled, upon request, to receive a copy of this agreement by post, e-mail or another durable medium.

## **23. Communication and messages**

The agreement shall be written in Eurocard's local language or English. If differences occur between the two versions, the English version will prevail. The language of communication between the Company and Eurocard shall be either Eurocard's local language or English. Eurocard will send information and messages in accordance with this agreement by e-mail to the Company through the super administrator(s). Any information or message sent to the super administrator(s) shall be deemed to have reached the Company. Eurocard also

reserves the right to provide the Company with information via other electronic communication e.g. via e-admin or SMS or in writing by post.

Messages that are sent by e-mail, 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 Eurocard.

## **24. Amendment of the Terms and Conditions and prices**

Eurocard shall be entitled to amend the e-admin Terms and Conditions and prices, and to introduce new fees and cost reimbursements with effect one month after the Company is notified of the amendment/introduction in accordance with section 23. Amendments to the benefit of the Company may be implemented with immediate effect. If the Company does not accept the amendments, the Company shall be entitled to terminate the agreement 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.

## **25. Term of the agreement and termination of the agreement**

An e-admin agreement is entered into on the day on which Eurocard approves the Company's application for e-admin and notifies the Company through the super administrator(s) of this accordingly. The agreement is entered into for an indefinite period. Either party may terminate the agreement for any reason, subject to giving two months' notice. The Company and Eurocard may also terminate the agreement with immediate effect if the other party has committed a material breach of the agreement. Eurocard will have the right to terminate the agreement 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. When the agreement is terminated, the right to use e-admin shall cease simultaneously. In this situation, Login Credentials and account information in relation to e-admin shall be destroyed as soon as possible. Eurocard may at its discretion and against a separate fee grant the Company extended access to e-admin after the termination of the main agreement in

order to reconcile invoices and transactions etc.

## **26. Interpretation and resolution of disputes**

This agreement shall be interpreted and applied in accordance with the law of the country in which Eurocard is located. Any disputes arising from this agreement shall be resolved by the courts of the country in which Eurocard is located. Nevertheless, Eurocard reserves the right to initiate legal proceedings at a court in another country if the Company is incorporated there or has assets in that country.

## **27. Transfer of rights and/or obligations**

Eurocard shall be entitled to transfer to another party this agreement and all or parts of its rights and obligations in accordance with this agreement without the Company's prior consent. Eurocard's consent is required if the Company wishes to transfer its obligations and/or rights under this agreement to another party.

## **28. Processing of personal data**

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

The Company shall take all measures necessary to inform the administrators before personal data processing activities are performed by Eurocard and shall ensure that all administrators are aware of the content of this section, of the information regarding personal data on the website and shall also ensure that all administrators receive any notifications that Eurocard may provide from time to time regarding processing of personal data.