

GENERAL TERMS AND CONDITIONS FOR TRAVEL ACCOUNT CONCEPT –TAC

1. PARTIES, ETC

The Parties to this Agreement are the Account Holder and Diners Club Nordic AB ("Diners Club"). The Agreement is deemed to have been concluded and shall come into force on the day that Diners Club approves this application for TAC. Diners Club and the Account Holder undertake to comply with the terms and conditions of this Agreement from that day forward.

2. DEFINITIONS

In these general terms and conditions, the following terms have the meanings set forth below:

Agreement:	Agreement means these general terms and conditions and any written amendments and/or appendices thereto.
Account Holder:	Account Holder means the corporate entity or physical person for which TAC has been approved subsequent to this application.
Account Debt:	Account Debt means all unpaid amounts charged to TAC under this Agreement and any accrued interest charges, other fees or charges, costs and rounding to the nearest whole Swedish krona.
Travel Supplier:	Travel Supplier means such companies as 1) provide travel and/or travel-related services; 2) Diners Club and the Account Holder from time to time have agreed will be covered under this Agreement; and 3) Diners Club has agreements with concerning the acceptance of TAC as an instrument of payment for these services.
TAC:	TAC means Diners Club's travel invoicing system entitled Travel Account Concept (TAC).

3. SCOPE AND USAGE OF TAC

- TAC is approved subsequent to specific consideration of the application. This consideration may include obtaining credit rating information. Diners Club has the right to reject an application to use TAC without giving any reason. Diners Club is at liberty to inform companies that supply travel/travel-related services that an application has been approved or rejected. TAC is not personal, but may be used by those individuals that the Account Holder and Travel Supplier from time to time agree may use the product. In addition, the other routines that apply to the use of TAC, such as detailed rules concerning how the TAC account may be charged, are to be agreed between the Account Holder and the Travel Supplier (see point 4 below).
- TAC may be used for payment for purchases of travel/travel services from a Travel Supplier. Limits and fees/charges as set out by the individual Travel Supplier may apply when making purchases using TAC.
- TAC may not be used to make part payments under hire purchase agreements, nor for payment of any other debt that the Account Holder owes to a Travel Supplier or any other party; and may not be used to make cash withdrawals from Travel Suppliers. TAC may not be used at a Travel Supplier if the Account Holder and the Travel Supplier are one and the same, and are operated as either a sole proprietorship, partnership, limited partnership or public limited company that is a so-called 'close' company. For reasons of security, Diners Club applies upper limits on the total amount of any purchase made at one and the same time, and per period of time, and retains the right to refuse to complete a transaction.
- The Account Holder understands and agrees that the services, areas of usage, etcetera linked to TAC may be increased, reduced or in some other manner altered at any time without the prior consent of the Account Holder being obtained.
- Change of name, address, telephone number, company form, or any other material change in the ownership or similar change is to be communicated without delay to Diners Club. In the case of a change of company form, a new application and new registration certificate must be submitted to Diners Club.

4. PAYMENT LIABILITY

The Account Holder is liable for payment of the Account Debt and is therefore responsible for 1) those persons who use TAC having the requisite authorisation and power to do so; and 2) the routines in detail agreed with Travel Suppliers concerning how TAC may be charged in order to prevent the unauthorised usage of TAC.

5. INTEREST RATES AND FEES

- The Account Holder shall pay to Diners Club a set-up fee for TAC in accordance with the price list applicable from time to time. This fee shall be paid in advance and may be charged to the TAC account.
- The Account Holder is also obligated to pay to Diners Club additional fees and charges on top of the set-up fee as required. These might be an annual fee and fees for copies of invoices, for example.
- If the invoice is paid after the due date, Diners Club retains the right to charge to TAC reminder fees and debt collection costs, in addition to interest on overdue payments. The interest on overdue payment is calculated from the invoice's due date until payment has been made at an annual rate of currently 24 %.
- Interest will not be paid on any amount in credit on the account holder's TAC account.
- Payment in currencies other than Swedish kronor
When making a payment in a currency other than Swedish kronor, the sum must be paid to the IBAN number stated on the invoice. If the company has TAC accounts with invoicing in different currencies, the respective currencies must be allocated separate IBAN numbers. The company bears all additional costs such as transaction fees or similar charges incurred due to payment of the invoice amount in the agreed currency. If the company, in connection with a payment, opts for a means of payment which results in Diners Club being charged a fee in order to receive this payment, such a fee may then be debited to the company.
- Currency exchange
All transactions received in a currency which differs from the selected currency for the account will be converted into the selected currency at the reference exchange rate plus a currency exchange surcharge which is stated on the webpage www.dinersclub.se/tac. The company shall be liable for any currency risk during the period between the purchase and the transaction reaching Diners Club.
- All fees and charges referred to above may be charged to TAC in the amounts and on the fee basis generally applied by Diners Club at any given time. Diners Club retains the right to make changes to fees and charges and interest rates, and to introduce new fees or charges and claim compensation for costs, coming into effect 30 days after the Account Holder has been notified of the change. Information about current fees and charges may be obtained at any time from Diners Club.

6. TERMS OF PAYMENT

Diners Club invoices the Account Holder periodically for the current Account Debt. Invoicing and terms of payment are based on the information provided in the TAC application by the Account Holder, among other things. Invoicing routines and the terms of payment are scrutinized continuously against the background of the information supplied, and should

deviations be found, these terms and routines may be changed in accordance with the routines that are applied from time to time by Diners Club. Payment shall be made to Diners Club at the latest by the due date stated on the invoice. Diners Club applies rounding-off to the nearest Swedish krona. The Account Debt is reduced only by payment to Diners Club. Any agreements regarding payments that the Account Holder may have made with the Travel Supplier or any other company do not affect the Account Debt.

7. CLAIMS FOR REFUNDS

The Travel Supplier who provides services that are paid for using TAC is solely liable in relation to the Account Holder for faults, defects or errors in the service provided. Claims for refunds thus shall be directed in the first instance to the Travel Supplier and not to Diners Club. Claims regarding errors in an invoice shall have reached Diners Club at the latest 30 days from the invoice date. Otherwise, the right of the Account Holder to plead an error/fault/defect are rendered invalid.

8. CANCELLATION OF THE AGREEMENT

This Agreement applies until further notice.

- However, the Account Holder and Diners Club may cancel the agreement at any time, irrespective of the reason. In such a case, written notice of cancellation of the Agreement must be given at least one month in advance.
- Should the Account Holder not meet its obligations under this Agreement, should TAC be misused or if it can be added that the Account Holder will not meet its obligations to Diners Club, Diners Club retains the right to cancel the Agreement, effective immediately. The same applies if a record of non-payment is registered against the Account Holder, or if the Account Holder initiates action under the Swedish Debt Restructuring Act, or if Diners Club in any other way has reasonable grounds for believing that the Account Holder will not meet his/her/its obligations under the terms and conditions of this Agreement.
- If the Account Holder is declared bankrupt, the Account Holder's right to use TAC ceases immediately.
- Should the right to use TAC cease during the period of validity of the Agreement as a result of cancellation of this Agreement, or for any other reason, the right to use TAC for new purchases shall also cease and the Account Debt shall fall due for immediate payment.

9. REGISTRATION OF ACCOUNT HOLDER IN A REGISTER OF MISUSE

The Account Holder's details may be registered in a register of misuse as a result of negligence of the Account Holder's liability to pay or if the right to use TAC has been granted under false pretences.

10. AMENDMENTS TO TERMS AND CONDITIONS

Diners Club retains the right to make amendments/changes to these general terms and conditions without the prior approval of the Account Holder. Such changes come into effect thirty (30) days after the Account Holder has been notified in writing of the change. If the Account Holder does not approve of the change, the Account Holder must submit a written cancellation of this Agreement to Diners Club. If the Account Holder does not cancel the Agreement in writing without delay, the Account Holder shall be deemed to have approved and accepted the amendment/change.

11. GROUNDS FOR DISCHARGE OF LIABILITY

Diners Club is not responsible for any losses incurred as a result of an enactment of Swedish or foreign law; or the actions of a Swedish or foreign government agency; or wars, strikes, blockades, boycotts and lockouts, or any similar circumstance. The clause above referring to strikes, blockades and lockouts applies if Diners Club itself is the object of such industrial action, or itself takes such action. Claims arising in other cases shall not be compensated by Diners Club if Diners Club has taken all due care. Neither is Diners Club responsible for claims nor damages arising from a Travel Supplier ceasing to operate or to accept TAC as an instrument of payment.

12. INFORMATION

The Account Holder agrees that he/she/it may be sent specific information regarding special offers, etcetera, and gives Diners Club permission to utilise the information about the Account Holder and its purchases made using TAC for this purpose.

INFORMATION COVERED UNDER THE SWEDISH PERSONAL DATA ACT

Diners Club is responsible under law for such processing of the Account Holder's personal data as is necessary for the administration of TAC.

Personal data provided in this application/Agreement or stored in any other way in conjunction with preparations for, or the administration of, services provided under these terms and conditions (for example, credit rating information and business evaluation) or otherwise within the framework of the customer/agreement relationship (for example, information regarding the use of TAC) is processed by Diners Club – and in certain cases also by other companies within the SEB group of companies – in order to meet its obligations under this Agreement. Personal data is also processed by Diners Club in order for Diners Club to be able to meet its obligations under the law.

The personal data collected may additionally provide the basis for Diners Club's market and customer analyses, business development and method development, statistics and risk management. Diners Club may also, unless the sole proprietor of a private firm has specifically requested a block on direct mail advertising, use this data in order to offer the Account Holder new products and services.

For the purpose of good customer care and maintaining the register, Diners Club may supplement the personal data collected in this application by obtaining information from private and public registers, such as updates of address details, with the help of the Swedish Population Address Register Board's register SPAR.

To be able to meet its obligations under this Agreement, and offer a good service, personal data may – within the limits of the applicable trade secrecy provisions – be provided to other companies within the SEB group of companies and/or other companies with which the SEB group of companies cooperates. In certain cases, Diners Club is also liable under the law to provide information, for example, to the Swedish Tax Office and Swedish Social Insurance Office.

Personal data is not saved for any length of time than is necessary for the purposes of processing it.

Physical persons who wish to know what personal data is processed by Diners Club may submit or send a written and signed by his/her own hand request to this effect to Diners Club, PuL, SE-103 83 Stockholm. Physical persons may also register a request at the same address not to receive direct mail advertising from Diners Club and request that Diners Club delete or correct information that is apparently incorrect or incomplete.