

General Terms and Conditions for Private Cards

Effective from March 25, 2008

1 Scope and definitions

These terms and conditions apply to cards (referred to herein as "Card") issued by Sampo Bank plc (referred to herein as "the Bank") to its customers. In addition to these terms and conditions, the terms and conditions pertaining to the Cardholder's account and any services subscribed to by the Cardholder.

In the event of inconsistencies between the terms and conditions in different languages, the Finnish terms and conditions shall take precedence.

The following definitions apply to these terms and conditions:

Cardholder refers to the person to whom the bank has issued the Card.

Cardholder Account refers to the account to which the Card is linked.

Payment Terminal refers to the device used by the Payee to read the Card and record the transaction electronically.

Payee refers to a vendor or service provider who accepts card payments.

MasterCard Credit Card refers to Bank-issued international payment card that is part of the MasterCard system.

MasterCard Debit Card refers to a Bank-issued international payment card that is part of the MasterCard system and is linked to a bank account to which the transactions will be charged.

Bank Card refers to a Bank-issued domestic payment card which is linked to a bank account to which the transactions will be charged.

Parallel Card refers to a card issued to another person that is linked to the Cardholder's account with the Cardholder's approval.

Account Holder refers to the person to whose account the card has been linked.

PIN refers to the personal secret number issued by the Bank to the Cardholder, used by the Cardholder to approve payment transactions.

Identifier refers to Bank-approved means of identifying users and signing for transactions in electronic banking.

Visa Electron Card refers to a Bank-issued international payment card that is part of the Visa system and is linked to a bank account to which the transactions will be charged. Payment and cash withdrawal transactions made with the card will result in a funds provision made on the bank account linked with the card, regardless of the amount charged.

Visa Credit Card refers to a Bank-issued international payment card that is part of the Visa system.

Certificate refers to electronic data used to link the signature's certification to the signee and to confirm the identity of the signee.

2 Card issuance and validity period

By signing the card application the client declares that all information given on the application is true, agrees to the card's terms of use and the fees and prices effective at the time and grants the Bank permission to seek information relevant to the card application from its affiliates, the applicant's employer and credit information institutions. This information includes but is not limited to credit in-

formation, information on employment and bank history and other information relevant to the customership, regardless of whether this information is protected by legal or contractual confidentiality. The Bank reserves the right to use the population register to check the information given by the applicant. The Bank reserves the right to disclose customer information to third parties subject to applicable law.

The Card Agreement shall enter into force once it has been approved by the Bank. Upon approval, the customer shall be issued the Card and PIN. The Bank reserves the right to reject the application without stating the grounds for rejection, except where credit information constitutes the primary grounds for rejection.

The Card shall be valid until the last day of the month of expiry indicated on the Card. Prior to expiry, a new Card shall be automatically issued to the customer. Automatic reissuance is subject to the validity of the Card and Account Agreements and the Cardholder's compliance with the terms and conditions of the Card and Account. The Cardholder shall not have the right to keep using a Card beyond the period of validity.

The Cardholder agrees to dispose of the expired Card by cutting it up into several pieces. The Bank reserves the right to limit the Card's period of validity, exchange it for a new Card, and to refuse reissuance of the Card.

3 Right of use, returning and cancellation

The Card is the property of the Bank. The Cardholder has the right to use the Card. The use of all Cards linked to an account is prohibited in the event of the account being frozen or closed. The Card may not be used once the Account Agreement has been terminated or revoked. The Card may not be modified or duplicated.

The Card must be returned to the Bank by the Cardholder upon request. The Bank, other companies offering automated services for the Bank and vendors and other parties accepting card payments have the right to repossess the Card when

requested to do so by the Bank or when repossession is otherwise justified.

4 Uses of the Card

Bank Cards can be used as a means of payment in Finland. In addition to ATM withdrawals and payments, a Bank Card can be used to withdraw money at the cashier at some vendors. In the event that a vendor offers the option of cash withdrawals, they do not have any obligation to provide this service. The vendor has the right to set a fee for the cash withdrawal service and to charge this sum to the Cardholder's account. Cash withdrawals shall always entail confirming the Cardholder's identity and making a funds provision on the account.

The Visa Electron Card can be used as a means of payment in those domestic and foreign service outlets that accept payments by Visa Electron. The Card can be used domestically to withdraw cash at all ATMs and outside of Finland at all ATMs in the Visa system.

The MasterCard Debit Card and MasterCard Credit Card can be used as a means of payment in those service outlets in Finland and abroad that accept payments by MasterCard. The Card can be used domestically to withdraw cash at all ATMs and outside of Finland at all ATMs in the MasterCard system.

The Visa Credit Card can be used as a means of payment in those service outlets in Finland and abroad that accept payments by Visa Credit Card. The Card can be used domestically to withdraw cash at all ATMs and outside of Finland at all ATMs in the Visa system.

There may be country-specific and ATM-specific limits on payments and cash withdrawals.

5 Cardholder obligations

5.1 Keeping the Card and the PIN secure

The Cardholder shall keep the Card, the PIN and any associated identifiers with due care to ensure the security of personal information and to avoid possession and potential misuse of the Card and related information by others. The PIN must be

kept separately from the Card and the Card number. It is recommended that the PIN is memorised instead of writing it down. The Cardholder shall destroy the PIN envelope and its contents and ensure that the PIN is not written down anywhere in an easily recognisable form. The Card must be kept with due care to avoid any physical damage to it.

5.2 Using the Card and the PIN

The Cardholder shall sign the Card immediately upon receiving the card. The Card and the associated PIN code shall only be used by the Cardholder to whom the Card has been issued under the Agreement between the Cardholder and the Bank.

When using the Card, the Cardholder must provide proof of identity when requested. The payee may record the Cardholder's personal ID code on the Payment Terminal receipt or payment form. By signing a payment form or by using the Card together with the PIN or identifier, the Cardholder approves the transaction and is liable to pay any purchases, cash withdrawals or other charges payable to the Bank in full. The Cardholder acknowledges that payments and withdrawals result in the Payee making a funds provision on the bank account linked to the Card.

When using a Combination Card, the Cardholder must notify the Payee of whether the Card is being used as a debit or credit card at the time of purchase. This choice may not be changed afterwards.

The Bank shall make payments on behalf of the Cardholder for any claims of vendors or other service providers created when the Cardholder uses the Card and approves the transaction by signing or by entering the PIN.

When the Card is used at an ATM, the Cardholder shall follow the instructions provided by or with the machine.

The Card shall not be used on the Internet or in other open information networks without an identifier or other Bank-approved means of securing and encrypting the information related to the Cardholder and/or the transaction.

The Card shall only be used in the manner described in these Terms and Conditions or separately approved by the Bank. The Bank shall accept no liability in the event that the Card is used for other purposes. The Bank reserves the right to cancel or limit the use of the Card for security or other reasons.

The Bank reserves the right to set a confirmation limit and maximum limit for the use of the Card. The Bank reserves the right to decline approval for any payment or cash withdrawal transaction. The customer shall not circumvent the confirmation limit by having a transaction split into several smaller sums.

The Cardholder and the Account Holder shall assume joint responsibility for having a sufficient balance on the account to cover the payments and withdrawals made. The Account Holder and Cardholder shall be responsible for the use of the card and all payments and fees charged for it. The Account Holder shall be responsible for all transactions made with Cards linked to the account.

5.3 Responsibility for unauthorised use of the Card.

The Cardholder must always immediately notify the Bank if the Card, PIN or other identifier is lost or the Cardholder has reason to suspect that possession or knowledge of one of the above has been acquired by a third party, or if the Card has been confiscated by an ATM abroad. This report may be made in person or by telephone to any of the Bank's branches, or by telephone to the Bank's 24-hour service number for lost Cards. The use of a Card that has been reported lost or stolen is not permitted. If the Cardholder uses such a Card, the Bank has the right to charge the Cardholder any fees related to Card confiscation and other expenses incurred to the Bank from the use and cancellation of the lost or stolen Card.

The Account Holder's and Cardholder's liability for unauthorised use shall cease at the moment the Bank receives notification of loss or theft from the Cardholder in the manner described above. The Cardholder and Account Holder are liable for damages incurred from unauthorised use of the

Card from the time the Card is lost until the time the Bank receives notification only if:

- The Cardholder has intentionally given the Card or PIN to a third party.
- There is evidence of severe negligence on the behalf of the Cardholder in the Card or PIN being acquired by a third party.
- The PIN has been acquired by a third party and the Cardholder is unable to reasonably prove that this was not due to negligence on the Cardholder's behalf.
- There is evidence of moderate negligence on the behalf of the Cardholder in the Card or PIN being acquired by a third party, or the Cardholder is able to reasonably prove that there is no evidence of negligence, but the Cardholder has not notified the Bank in the manner described above immediately upon becoming aware of the loss of the Card or PIN.

The Account Holder and Cardholder are not liable for damages incurred from unauthorised use in the event that the Payee has not exercised reasonable diligence in confirming the Buyer's authority to use the Card.

5.4 Complaints

Complaints regarding Card transactions must be made to the Bank without delay, no more than two (2) days from the date of the payment or cash withdrawal transaction. To make a written complaint, the Cardholder must keep the receipt of the transaction.

5.5 Using the Card online

Visa Cardholders may use Verified by Visa services and MasterCard Cardholders may use MasterCard Secure Code services to pay for online purchases. The Cardholder should look for the Verified by Visa or MasterCard SecureCode logos on the vendor website to confirm that the vendor is part of that system. The Card may be used online with the identifier approved by the Bank. Use of the identifier to approve online payments is tantamount to the Cardholder's signature and all online payments made with the identifier are binding. The Cardholder shall follow instructions provided by the Bank and the Verified by Visa or MasterCard SecureCode services when using the Card online.

5.6 Minors as Cardholders

In the event that the Bank issues a Card to a minor, the Card will be issued in the name of the minor Cardholder. Card applications by minors are subject to written approval from their guardians or trustees. The guardians or trustees and the minor Cardholder sign the Card Agreement jointly and hold joint responsibility for compliance with the Terms and Conditions of the Agreement. The guardians or trustees are responsible for the secure keeping of the Card and PIN issued to a minor, as well as providing sufficient instruction and guidance to the minor in the proper use of the Card.

6. The rights and obligations of the Bank

6.1. Charges and fees

The Bank reserves the right to charge the account linked to the Card according to the charges and fees listed on these Terms and Conditions and the Bank's Fee Schedule, as well as the finder's fee for a lost card and the charges related to the cancellation of a card that has been used in breach of the Terms and Conditions of the Card and the Account. The Fee Schedule is available at the Bank's branches.

The Bank reserves the right to not refund prepaid charges and fees in the event of the Cardholder cancelling the service before the end of the period for which the charges or fees are levied.

6.2. The Bank's rights related to disclosure and registration of information

When the Card is used at the ATM of another Bank or a company offering automated services for the Bank, the Cardholder's transaction information is recorded on the information system of that Bank or company. When the Card is used at a Payment Terminal, the transaction information is recorded on the information system of the Payee's Bank or company offering automated services for that Bank.

The Bank reserves the right to disclose information pertaining to the use of the Card to companies offering automated services for the bank, other Banks and any third party accepting the use of that Card as a means of payment. The Bank or company reserves the right to acquire and exchange infor-

mation pertaining to the Cardholder and the use of the Card, to answer balance inquiries by vendors, to make funds provisions for payments, and to provide other instructions and information pertaining to the use of the Card. The Bank reserves the right to disclose information to companies receiving reports of lost cards. Further, the Bank reserves the right to disclose the Cardholder's personal information to a company that accepts card payments.

6.3. The Bank's liability and limitation of liability

The Bank is responsible to the Cardholder for ensuring that all Card transactions are correctly recorded on the account linked to the Card.

The Bank does not assume liability for uninterrupted ATM service. The Cardholder shall be prepared for possible interruptions to ATM service.

The Bank is responsible to Account Holders for domestic ATM malfunctions and direct damages suffered by the Cardholder as a result of such malfunctions. The Bank is not liable for direct damages suffered by the Cardholder in the event that the ATM malfunction was observable.

The Bank is not liable for indirect damages resulting from the use of the Card or service interruptions, including lost income, interest losses, reduced or interrupted business activity, contracts or lost opportunities to enter into contracts between the customer and a third party, any other claims on the customer by third parties, or damages resulting from the Cardholder being unable to use the funds on their account as they intended.

Payment transactions are only binding to the Bank in the event that the account charged has sufficient funds for payment at the time of the transaction. The Bank reserves the right not to process payment transactions in the event of insufficient account balance.

The vendor or service provider is liable for any deficiencies or defects in the products and services purchased and paid for with the Card. The Bank is not a party to such contracts and is not responsible for compliance with any terms and conditions relevant to them.

The Bank assumes no liability in the event that the vendor does not accept the Card as a means of payment.

6.4 The rights of the Bank

The Bank reserves the right to charge the Account linked to the Card for any cash withdrawals, purchases and payments approved by the Cardholder by signing for them or by using the Card in conjunction with the PIN. The Bank reserves the right to credit the Payee's account.

Payments and cash withdrawals are charged to the Account linked to the Card in the currency that the Account is in. Payments and cash withdrawals made in a currency other than the euro shall be converted to euro amounts at the wholesale exchange rate used by MasterCard or Visa. On top of that, a fee of no more than 1.95 % may be charged. The exchange rate is determined by the date on which the transaction is transmitted from the credit institution that received it to MasterCard or Visa.

Payments and cash withdrawals are charged to the Account linked to the Card within a reasonable time period. The Bank reserves the right to charge payments to the Account linked to the Card within the general limitation period.

Usage limits may be set for using the Card in various instruments. Such limits may include limits on minimum usage and maximum usage, as well as limits on the number of withdrawals or transactions within a specific time period. The Bank reserves the right to change the aforementioned limits for security or other valid reasons without being subject to the amendment procedure specified in the Terms and Conditions of the Card Agreement.

7 Amendments to the Card Agreement, Terms and Conditions and Fee Schedules

The Card Agreement, Terms and Conditions and Fee Schedules are subject to change.

7.1 Amendments curtailing the Cardholder's rights

The Bank shall give the Cardholder prior notice in writing of any amendments to this Agreement that

constitute a material increase in Cardholder obligations or a material decrease in Cardholder rights and are not a result of a change in legislation or a government directive. The amendment shall enter into force at the time indicated by the Bank, no sooner than two (2) months from the time of serving the notification to the Cardholder.

The Agreement shall remain in force in its amended form unless the Cardholder notifies the Bank, within two (2) months of the amendment notification being served, of not accepting the amendments to the Agreement made by the Bank. In the event that the Cardholder does not accept the amendments to the Card Agreement or Terms and Conditions, the Cardholder and the Bank have the right to terminate the Agreement according to Section 11 of these Terms and Conditions.

7.2 Other amendments

Notification of amendments that do not constitute a material increase in Cardholder obligations or a material decrease in Cardholder rights or are the result of a change in legislation or a government directive shall be posted in the Bank's branches.

Such amendments shall enter into force no sooner than the beginning of the calendar month that follows the date of posting the notification at the Bank's branches by at least 30 days. The Cardholder has the right to terminate this Agreement according to Section 11 of these Terms and Conditions.

7.3 Increases to charges and fees

The Bank shall notify customers of increases to charges and fees or changes to charges and fees resulting from a change in legislation or a government directive by publishing the change in the Fee Schedule.

The change to the Fee Schedule shall enter into force no sooner than the beginning of the calendar month that follows the date of publishing the change in the Fee Schedule by at least 30 days. The Cardholder has the right to terminate this Agreement according to Section 11 of these Terms and Conditions.

7.4 Introducing new charges and fees

The Bank shall give the Cardholder prior notification in writing when charges or fees apply to this Card Agreement that were not in the Fee Schedule at the time of signing the Card Agreement and when such new charges and fees are not the result of a change in legislation or a government directive. The Bank shall have the right to charge the new fee beginning from the date indicated on the notification, which shall be no sooner than two (2) months from notifying the Cardholder. The Agreement shall remain in force in its amended form unless the customer notifies the Bank, within two (2) months of the notification being served, of not accepting the new charges or fees.

In the event that the Cardholder does not accept the change, the parties shall have the right to terminate the Agreement according to Section 11 of these Terms and Conditions.

8 Obligation to disclose information

The Cardholder shall report the required identification and contact information to the Bank, including the Cardholder's name, Personal ID, address, domicile data, telephone number, any changes to the above, as well as provide a signature sample.

The Cardholder is responsible for this information being correct and current. The Bank shall have no liability for damages arising from the customer not reporting changes to personal data.

9 Serving notifications

Notifications delivered by mail are considered served to the recipient no later than seven (7) days from sending the notification to the mailing address given by the counterparty or taken from the Population Register.

In the event that the Cardholder and Account Holder are not the same person, the Account Holder is responsible for forwarding to the Cardholder any notifications pertaining to this Agreement received from the Bank.

10 Transferring the Agreement

The Bank reserves the right to transfer this Agreement, with all its rights and obligations, in its entirety or in some part to a third party without needing consent from the customer.

11 Termination and revocation of the Card Agreement

11.1 Termination process

The Account Holder and Cardholder shall have the right to unilaterally terminate the Agreement with immediate effect by notifying the bank of termination and returning the Card to the Bank. The Bank reserves the right to terminate the Agreement with a one (1) month notice.

In the event of termination or revocation of the Account to which the Card is linked, the Bank shall have the right to terminate the Card Agreement with immediate effect and demand immediate return of all Cards linked to the Account.

11.2 Effects of termination

The Cardholder and Account Holder shall have full liability for all transactions made with the Card prior to the Bank receiving notice of termination and the returned Card.

In the event that the Bank terminates the Card Agreement, the Cardholder and Account Holder shall remain fully liable for all obligations described in the Card Agreement for the duration of the 30-day notice period.

11.3 Revocation

The Bank reserves the right to revoke the Card Agreement in the event that the Cardholder is in material breach of the Terms and Conditions of the Card or Account, or if the Bank has substantial reason to suspect that the customer has misused the Card in any way. Revocation results in immediate termination of the Card Agreement.

12 Force majeure

Neither party to the Agreement shall be liable for damages arising from either party's inability to fulfil contractual obligations due to force majeure conditions. Such force majeure conditions include but

are not limited to actions by governmental authority, war or threat of war, riots and civil disturbances, third party non-performance in delivering mail, automatic data processing, data transfer, telecommunications or other electronic communications, problems with the electrical supply, interruptions or delays in the Bank's operations caused by fire or other accidents, labour disputes such as strikes, closures, boycotts and embargoes, even when not directly related to the Bank. Force majeure circumstances such as the conditions described above entitle the Bank to temporarily interrupt its operations.

Each party to the Agreement is responsible for notifying the counterparty of force majeure conditions affecting them at the earliest opportunity.

In the event that there is a force majeure condition affecting the Bank, the Bank may publish a notification of this in the national daily newspapers.

13 Term of the Agreement

The Agreement is in force until further notice.

14 Applicable law and settling disputes

This Agreement is governed by Finnish law.

Any disputes pertaining to this Agreement shall be settled in the District Court of Helsinki. The customer also has the right to take legal action over disputes pertaining to this Agreement at the District Court of the customer's domicile in Finland. In the event that the Cardholder is not domiciled in Finland, disputes shall be settled in the District Court of Helsinki.

15 Rectification

15.1 Customer advisory services and rectification

Any questions pertaining to these Terms and Conditions should be brought up with the Bank. The Customer may also make a request to be contacted at Sampo Bank's telephone service, tel. 0200 2580 (local telephone network charges or cellular network charges apply) Mon-Fri from 9 am to 6pm, or online at www.sampopankki.fi. In the event that the customer considers the Bank's actions to be in

breach of these terms of service, the customer should first contact the branch of Sampo Bank where the breach took place. Any such notifications should be made in writing.

15.2 Other means of seeking rectification

Advisory Office for Bank Customers

Malminkatu 34, 00100 Helsinki.

Tel. (09) 4056 1230

www.pankkiasiakkaat.fi

Finnish Financial Supervision Authority

Market Supervision

Snellmaninkatu 6, 00100 Helsinki.

Tel. 010 831 51

www.rata.bof.fi or www.rahoitustarkastus.fi

Finnish Consumer Agency

Haapaniemenkatu 4 A, 00530 Helsinki.

Tel. 09-77 261

www.kuluttajavirasto.fi

Consumer Disputes Board

Hämeentie 3 PL 306, 00531 Helsinki.

Tel. 010 366 5200

www.kuluttajariita.fi