

# General account terms and cardholder conditions for First Card

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## 1. Definitions

### First Card

Means of payment issued by Nordea Bank Danmark A/S, business registration number 13522197, Copenhagen (the "Bank"), which may consist of a number of First Card payment cards – including First Card Corporate, First Card Executive payment cards, First Card Purchase card and/or First Card Booking card – and a Travel Account for commercial use.

### First Card payment card

One or more MasterCard or Visa credit cards issued as part of First Card.

### First Card with company liability

A MasterCard or Visa credit card for commercial use.

### First Card with personal invoicing

A MasterCard credit card for commercial use for which the cardholder is invoiced. The card is issued upon application from the accountholder and the cardholder.

### Travel Account

An account attached to First Card which can be used by the accountholder and the accountholder's employees for purchases from the travel agency.

### Accountholder

An individual or legal person who, subject to an application, is granted a First Card and who is liable in accordance with these terms and conditions for any use of First Card.

### Cardholder

An individual who is employed by the accountholder and to whom a First Card payment card has been issued subject to agreement with the accountholder.

### Merchant

A supplier of goods and services connected to the MasterCard or Visa payment systems and who accepts payments with the First Card payment card or from the Travel Account.

### Travel agency

A travel agency which, subject to agreement between the accountholder and the bank, is entitled to charge travel expenses to the Travel Account.

### Tariff

The tariff applicable from time to time which is available at [www.firstcard.dk](http://www.firstcard.dk) and may be obtained from First Card Customer Service.

## 2 Use of First Card as a payment instrument

### 2.1 General

These terms and conditions apply to the accountholder's and cardholder's use of First Card payment card. By signing the application and/or using the First Card payment card and the Travel Account, the accountholder and the cardholder are bound by these terms and conditions. Questions regarding First Card may be directed to First Card Customer Service on +45 70 20 63 09.

### 2.2 Commercial use of First Card

First Card payment card may only be used for commercial purposes. The cardholder should be aware that all information about the cardholder's use of the First Card payment card and the Travel Account is available to the accountholder.

### 2.3 Purchases of travels etc. via the Travel Account

The Travel Account may be used for purchases from the travel agency. Travels and other services ordered from the travel agency will be charged to the Travel Account in accordance with these terms and conditions.

### 2.4 Purchase of goods and services with a First Card payment card

The First Card payment card can be used to pay for goods and services from the merchants. The cardholder accepts the purchase by signing a sales voucher or, for instance in petrol vending machines, by entering the secret personal code linked to the card (the PIN).

When the First Card payment card is used at retailers offering mainly gaming and lottery services, including casinos, lottery ticket vendors, internet games, race courses and the like, transactions may be restricted to amount thresholds per transaction.

### 2.5 Cash withdrawal with the First Card payment card in Denmark and abroad

The First Card payment card can be used for withdrawing cash in Danish kroner or foreign currency from banks connected to MasterCard or Visa or from cash machines displaying the MasterCard or Visa sign.

Withdrawal of cash from cash machines is approved by keying in the PIN.

Cash withdrawals may be subject to a fee, and local withdrawal limits may apply to the use of the First Card payment card. In addition, the First Card payment card is subject to a spending limit, which appears from the tariff. The Bank is not liable for any withdrawal limits or fees charged by Danish or foreign banks for the use of the First Card payment card. Therefore, the cardholder may have to make several withdrawals to obtain the required amount. A fee will be charged for each cash withdrawal, irrespective of the amount. Please note that in certain countries the cardholder is likely to be asked to present proof of identity (for instance passport) when using credit cards.

### 2.6 Charges for use of credit cards

Banks and retailers may charge a fee for the use of credit cards. Danish retailers charging a fee for the use of credit cards must notify the cardholder of such fee before payment is made.

## 3. Liability for use of First Card

### 3.1 General

The accountholder is responsible for ensuring that the cardholder and users of the Travel Account are familiar with and observe these terms and conditions and other terms agreed between the accountholder and the travel agency in relation to First Card. Moreover, the accountholder is responsible for ensuring that immediately upon receipt each cardholder signs the First Card payment card in the space provided.

### 3.2 Cardholder's use of the First Card payment card and PIN

The card and PIN are sent to the cardholder's home address unless otherwise agreed. The PIN is devised and printed by a computer so that the PIN is not known to any person other than

the cardholder. The Bank must be notified if the PIN notification letter has been opened or is not intact when delivered.

The PIN notification letter must be destroyed immediately upon receipt. If the cardholder cannot remember the PIN, it must be kept safe. The PIN must not be kept together with the First Card payment card.

The card and PIN may only be used by the cardholder personally and must not be passed on to other persons such as a spouse or children. The card must be kept safe and at regular intervals the cardholder must check that the card has not been lost.

When keying in the PIN, the cardholder must make sure that no other person can see the PIN. The PIN must only be used in PIN-based terminals and cash machines connected to MasterCard or Visa.

When using the First Card payment card, the cardholder must make sure that the correct amount appears from the display of the terminal or the sales voucher. The cardholder must not sign a voucher showing an incorrect amount or no amount at all. If the merchant makes more than one imprint of the First Card credit card, the imprint(s) not used must be destroyed. The cardholder must check that receipts and vouchers are in conformity with the statement of direct debits, the specification and/or the invoice upon receipt. If the cardholder allows the merchant to withdraw an additional amount with his/her card, for instance tips, the cardholder should make sure to get a receipt for the full amount.

When using the card for renting a car or checking into a hotel, the cardholder will usually be asked to sign a sales voucher allowing the car rental firm or the hotel to subsequently charge additional amounts. The cardholder should be aware that the car rental firm or the hotel will thereby get an opportunity to subsequently charge amounts to the card.

In connection with telephone or mail order transactions or when making a purchase over the Internet, the cardholder must state his/her name, address and card number, the expiry date of the card and the three-digit check number on the back of the card. The PIN must not be disclosed to any other person. In connection with mail order transactions the cardholder must also sign an order form to accept that the amount is debited to his/her account.

In connection with transactions made at payment terminals in which the PIN is not keyed in or a sales voucher is not signed, the cardholder must make sure that the amount appearing in the display of the machine is correct before approving the transaction.

### 3.3 Accountholder's liability for the First Card payment card and the Travel Account

The accountholder is liable for any use and misuse of the First Card payment card and the Travel Account, whether First Card with company liability or First Card with personal invoicing has been selected. If a cardholder has used a First Card payment card for personal spending in breach of this agreement, the accountholder and the cardholder are jointly and severally liable for such spending.

The accountholder's liability includes interest, fees and expenses etc., including expenses as a result of the cardholder's late payment or non-payment. Any outstanding amounts between the accountholder, the cardholder and users of the Travel Account are of no concern to the Bank.

If the card has been misused by any other person than the cardholder, the accountholder is liable with the same limitations as the cardholder, see condition 3.4.

The accountholder is responsible for making rules that determine which employees can make purchases via the Travel Account.

The accountholder's liability ceases when the Bank has received a request to block the individual First Card payment cards and/or the Travel Account. However, the accountholder will continue to be liable for transactions made using the cards or transactions in the Travel Account which have not been finally settled. Transactions already made cannot be revoked.

The accountholder must also indemnify the Bank for any expenses as a result of the cardholder's or the accountholder's non-compliance with these terms and conditions.

#### 3.4 Cardholder's liability for the First Card payment card

If the First Card payment card has been misused by another person, the Bank will cover the loss, unless the loss is comprised by this condition 3.4, see below.

The cardholder is liable for up to DKK 1,100 (excess) of the misuse if another person has misused the First Card payment card by way of the PIN.

The cardholder is liable for up to DKK 8,000 of any losses if another person has misused the First Card payment card by way of the PIN and

the cardholder failed to inform the bank as soon as possible after having become aware that the card was lost or that the PIN had become known to unauthorized person  
the cardholder had disclosed the PIN to the person who misused the First Card payment card but where the cardholder did not realise or could not have been expected to realise the risk of misuse  
the cardholder made the unauthorised use possible through grossly negligent conduct.

The cardholder is liable for up to DKK 8,000 of any loss if another person has misused the First Card payment card, if the First Card payment card has been read physically or electronically and the unauthorised person has forged the signature in that connection and

the cardholder or any person to whom the card has been entrusted has failed to notify the Bank as soon as possible after becoming aware that the card has been lost or  
the cardholder or any person to whom the card has been entrusted has made the unauthorised use possible through grossly negligent conduct.

The total liability cannot exceed DKK 8,000 pursuant to the above two sections.

The cardholder is liable for the entire loss if the PIN has been disclosed to the person who misused the card, and where the cardholder was aware or ought to have been aware that there was a risk of misuse.

The cardholder is also liable for the entire loss if the cardholder has acted fraudulently or deliberately failed to fulfil his/her obligations to protect the PIN, see condition 3.2, or to block the card, see condition 3.5.

The cardholder is moreover liable for any use which the Bank can prove has occurred at a point in time when the cardholder knew or ought to have known that the accountholder would not be able to meet his/her obligations towards the Bank.

The cardholder's liability ceases when the Bank has received a request to block the First Card payment card.

### 3.5 Obligation to block the First Card payment card

The cardholder or the accountholder must as soon as possible contact First

Card Customer Service on +45 70 20 63 09 if

a First Card payment card has been lost

there is reason to believe that the PIN of the card has become known to another person

the Card has been misused

there is reason to believe that a card has been copied

there is any other reason to believe that a card can be misused.

Similarly, the accountholder must contact First Card Customer Service if

there is reason to believe that another person has obtained

information that may enable a third party to get unauthorised access to the Travel Account or

there is reason to believe that the Travel Account can be misused.

The First Card payment card and the Travel Account can be blocked around the clock. A First Card payment card is blocked by contacting First Card Customer Service, whether or not the loss of the card has been reported to the police or another authority.

When a First Card payment card is to be blocked, the cardholder's name, address, personal registration number and card number, if available, must be stated. The Bank will then forward a written confirmation stating the reason for and time of the blocking. The accountholder must, if possible, seek to withdraw the First Card payment card if the accountholder suspects that the card has been misused

Defect or blocked First Card payment cards or lost cards that are found, must be cut in two and returned to the Bank at the address stated on the back of the card.

### 3.6 The Bank's right to block the First Card payment card

The Bank is entitled to block the use of the First Card payment card if

the account to which the accountholder's card is attached has been closed

the cardholder/accountholder is in breach of the rules, including overdrawing the account to which the card is attached card transactions have not been paid before the due date

or

the card has been misused or presumed to have been misused by a third party

The Bank may block the First Card payment card with immediate effect in case of repeated instances of non-payment or exceeding of agreed spending limits or in case of particularly gross and/or repeated unauthorised overdrafts. In other cases the accountholder will as far as possible receive a written

reminder before the card is blocked due to non-payment.

When the Bank has blocked the card, the cardholder will receive a notification stating the reason for and the time of the blocking.

The Bank may at any time replace the card and can also demand that all cards be returned.

Recalled or blocked cards must be cut in two and returned to the Bank at the address stated on the back of the card.

## 4. Terms of payment

### 4.1 Invoicing

#### 4.1.1 Delivery of invoices via mail

At the interval agreed the Bank sends an invoice stating the transactions made, possibly together with a specification. If the spending is invoiced via Betalingsservice (direct debits), a statement of direct debits is sent, possibly together with a specification.

#### 4.1.2 Delivery of invoices via unencrypted e-mail

When receiving invoices and specifications via e-mail, the cardholder/accountholder is responsible for ensuring that the contact e-mail address is correct and checked regularly and that the e-mail inbox does not fill up etc.

#### 4.1.3 Payment via Betalingsservice

If the spending is invoiced via Betalingsservice (direct debits), a statement of direct debits is sent, possibly together with a specification.

The statement of direct debits, the specification and/or the invoice must be checked carefully. In connection with telephone and mail order transactions or when making a purchase over the Internet, the First Card payment card has not been presented and such transactions should therefore be checked with particular care.

Invoicing is made in Danish kroner. Conversion from foreign currency into Danish kroner is made using the methods of calculation described in the tariff. Changes to the reference rate stated in the tariff will take effect without notice. The accountholder and/or cardholder carries the risk of any exchange rate changes during the period until the conversion date. Some currencies may have several official exchange rates, and some currencies may require an additional conversion.

If the cardholder uses the card abroad, the merchant may offer to make a dynamic currency conversion before the payment is made. Before the cardholder approves the conversion, the merchant must state the fees charged and the conversion rate used by the merchant in connection with the conversion. The cardholder should be aware that the conversion rate used by the merchant may differ from the Bank's conversion rate and that the Bank has no influence on the conversion rate used by the merchant.

### 4.2 Direct invoicing of cardholder with First Card with personal invoicing

Cardholders with a First Card payment card with personal invoicing will be invoiced direct via Betalingsservice (direct debits) or they will receive an invoice. The statement of direct

debits. or the invoice is sent to the home address that the cardholder has stated in the application form.

If the card transactions have not been paid on the due date, the Bank will send a reminder (reminder 1) to the cardholder. If the card transactions have still not been paid, the Bank will send another reminder (reminder 2) to the cardholder with a copy to the accountholder. The statement of direct debits or the invoice for purchases made via a Travel Account will be sent to the accountholder.

The cardholder is responsible for settling any commercial spending with the accountholder before the card transactions fall due for payment.

If the cardholder wishes to reject an invoice, in whole or in part, the cardholder must contact First Card Customer Service as soon as possible after receipt of the statement of direct debits or the invoice on +45 70 20 63 09. The Bank may demand that the cardholder's objection is made in writing on a special form.

If the cardholder rejects to pay an amount to the Bank, the amount will be charged to the accountholder. Payment in full discharge can only be made to the Bank.

#### 4.3 Objections

The Bank is not liable for any errors or defects relating to goods and services paid for with the First Card payment card. Complaints, if any, should be directed to the merchant in accordance with the legislation of the relevant country.

When buying services such as subscriptions, the cardholder must make sure that the provider of the subscription is notified in writing when the cardholder no longer wishes to pay for the service with the First Card payment card.

In the event of any discrepancy between the receipt, sales voucher or withdrawal slip and the statement of direct debits or the invoice, the cardholder must notify the Bank as soon as possible and preferably within two weeks from the date of the statement of direct debits or the date of the invoice. Failure to make an objection within this period may have the effect that a justified complaint will be turned down.

## 5 Travel insurance and other additional services

A travel insurance is attached to the First Card payment card, but not to the First Card Purchase card and First Card Booking card. The insurance terms are available at [www.firstcard.dk](http://www.firstcard.dk).

The Bank can offer additional services to the use of First Card or parts of it, for instance to the First Card payment card or the Travel Account. The terms and conditions for any additional services are described in separate material.

## 6. Interest and fees

### 6.1 General

The Bank charges an annual fee for the First Card payment card. This fee is not refunded if the agreement is terminated. If an objection is made to a transaction, and the objection turns out to be unjustified, a fee will be charged for obtaining copies of sales vouchers and interest will be payable on amounts that

may have been reversed during the processing of the objection.

Other fees and expenses etc related to the use of First Card appear from the tariff and may be obtained from the Bank.

### 6.2 Late payment

If card transactions with the First Card payment card are not paid on time, default interest will be charged from the due date until payment has been received. The Bank is also entitled to charge fees for reminders, including any debt collection charges.

### 6.3 Outstanding accounts

Any balances due to the accountholder do not attract interest.

### 6.4 Change of prices

The Bank may change the fees or introduce new fees for First Card payment card services by giving one month's notice.

## 7. Termination

Both the accountholder and the Bank may terminate this agreement by giving one month's notice in writing.

The Bank may also terminate this agreement in full or with effect for individual cardholders if the accountholder and/or the cardholder does not fulfil – or are expected not to fulfil – their obligations towards the Bank in accordance with these terms and conditions. This agreement may for instance be terminated if the accountholder or the cardholder is subject to reorganisation or insolvency proceedings, suspends payments, has financial difficulties, dies or in any other way is incapable or expected to be incapable of fulfilling his/her obligations or the accountholder/cardholder provides incorrect information to the Bank or cooperation partners.

The cardholder's use of the First Card payment card is conditional on the cardholder being employed by the accountholder. If the employment is terminated, the accountholder must inform the Bank immediately and withdraw the cardholder's First Card payment card. If the accountholder does not notify the Bank of the termination of employment and ensures that the First Card payment card is blocked or withdrawn, the accountholder is liable for the cardholder's possible use of the First Card payment card.

On termination of this agreement the First Card payment card is blocked and any outstanding card transactions, including any non-invoiced spending, fall due for immediate payment. At the same time the right to use the First Card payment card and the Travel Account ceases. In that case the cards must be cut in two and returned to the Bank at the address stated on the back of the card.

## 8. Processing and disclosure of personal data and customer data

### 8.1 Collection and use of personal data

The Bank is obliged to collect certain information about the accountholder and the cardholder, for example name, address and personal registration number.

Moreover, the Bank collects information for the purpose of providing financial services of any kind, such as advisory



services, customer transactions, customer care, administration of customer and credit portfolios, credit assessment and marketing.

The Bank will collect information when the customer relationship is established and later on.

The Bank collects information from public registers, such as the register of personal registration numbers, in case the customer changes address or dies.

In connection with payments transmission, for instance the use of credit and payment cards, cheques and office banking, the Bank collects information from shops, banks and others solely to ensure that the payment is effected correctly, to generate bank statements, statements of direct debits etc.

For credit assessment purposes, information is collected from credit reference agencies and warning registers.

## 8.2 Disclosure of personal data

Information about customer relationships will only be disclosed to others if the Bank is entitled to disclose the information according to Danish law or has obtained the accountholder's or cardholder's written consent.

The bank can disclose the following information:

General customer data, such as name, address and personal registration number, to companies carrying out administrative tasks for the Bank, including administration of customer portfolios.

General customer data about corporate customers to financial companies subject to professional secrecy for the purpose of marketing and advisory services.

Information about corporate customers for use in connection with risk management, including credit assessment and credit administration, which may be disclosed to the Bank's parent company and its subsidiaries granting mortgage loans, other loans or carrying on leasing business.

General customer data to other companies in the Nordea Group for the purpose of advisory services and marketing. The customer's name and address to a merchant if an error has occurred in connection with the customer's use of a payment instrument, for instance a credit and payment card, Netbank or cheques to pay for goods or services from the merchant or if the transaction has been rejected, because of insufficient funds on the customer's account. Before the Bank discloses such information, the customer is given at period of 14 days to correct the error and substantiate it to the Bank. The information is not disclosed if the customer enjoys name and address protection.

The Bank will disclose information to public authorities to the extent that the Bank is required to do so, for instance under the Danish Tax Control Act. The Bank discloses information when required to fulfil agreements with customers, for instance in connection with securities trading and payment transfers.

At the request of Danish banks, the Bank provides credit reports on corporate customers in accordance with the rules in force from time to time, unless the accountholder has notified the Bank in writing that it must not provide such reports. As regards personal customers, the Bank only provides such reports if it has obtained the customer's consent.

If the accountholder or the cardholder defaults on his/her obligations towards the bank, the accountholder or the cardholder may be reported to credit reference agencies

and/or warning registers in accordance with the relevant rules.

If a cardholder misuses his/her First Card payment card, the Bank can report the cardholder's name, address, occupation, personal registration number and account information, if any, to the Danish central register of cheque and debit/cash card misusers.

## 8.3 Insight

In accordance with the provisions of the Danish Act on Processing of Personal Data, the cardholder has a right to be informed of the data that the Bank holds about the cardholder. The Bank may charge a fee for providing such information in writing to the customer according to rates fixed by the Danish Ministry of Justice.

## 8.4 Erroneous information

If the Bank becomes aware of any inaccuracies in the information held about the cardholder or that such information is misleading, the information will be corrected or deleted immediately. If the information has been disclosed to others, they will be notified of the corrections made.

# 9. Other conditions

## 9.1 Change of address etc

If the accountholder or the cardholder changes name, address, corporate form or the like, First Card Customer Service must be informed about the change immediately, and the First Card payment card with incorrect information must be cut in two and returned to the Bank immediately. The Bank will issue a new card against payment of a replacement card fee, see the tariff. The Bank reserves the right to make a new credit appraisal in case of a change in the corporate form.

**9.2 Limited period of validity and replacement of cards** First Card payment cards expire at the time indicated on the front of the card. On expiry the card is automatically replaced by a new card unless the agreement has been terminated.

In order to prevent misuse or the like of the First Card payment card, the Bank is entitled to recall, block or replace one or more cards free of charge for the accountholder and cardholder. The cardholder will receive a new card as soon as possible. Recalled, blocked or defect cards must be cut in two and returned to the Bank at the address stated on the back of the card.

## 9.3 Complaints

If a cardholder wishes to make a complaint in connection with his/her use of the First Card payment card, such complaint may be sent to the Bank's customer ombudsman.

Any complaints concerning the Bank's compliance with financial legislation, including standards of good practice, may be submitted to the Danish Financial Supervisory Authority, [www.finanstilsynet.dk](http://www.finanstilsynet.dk).

Any complaints about the Bank's treatment of information on the accountholder/cardholder may be submitted to the Danish Data Protection Agency.

## 9.4 Good practice in financial institutions

Under the Danish Executive Order on Good Business Practice for Financial Undertakings, the Bank must inform of any

commissions or other consideration payable for the provision of products and services. Up-to-date information is available at [nordea.dk](http://nordea.dk).

#### **9.5 Changes to these terms and conditions and the terms for additional services**

The Bank is entitled to change these terms and conditions and the terms for additional services offered as part of First Card to the detriment of the accountholder by giving one month's notice.

Changes in favour of the accountholder and/or the cardholder can take effect without notice. In case of changes the accountholder and/or the cardholder will be informed by letter, on the statement of direct debits, the specification or the invoice, via another durable medium or by advertisements in the press.

A change of which notice has been given is deemed to be approved by the accountholder and/or the cardholder unless the accountholder and/or the cardholder has informed the Bank before the new conditions take effect that he/she does not want to be bound by the new conditions.

If the accountholder and/or the cardholder informs the Bank that the accountholder and/or the cardholder does not want to be bound by the new conditions, the agreement is deemed to be terminated at the time when the new conditions take effect. All cards issued must be cut in two and returned to the Bank at the address stated on the back of the card.

## **10. Disclaimer**

The Bank is not liable for any loss caused by Danish or foreign statutory provisions or measures adopted by any governmental or other authority, war, insurrections, civil commotion, terrorism, sabotage, Acts of God, strikes, blockades, lockouts or any other circumstance, whether or not the Bank itself has caused or is a party to the circumstance, and whether or not the circumstance affects only part of its functions, including functions carried out by sub-suppliers. Other losses are not compensated for if the Bank has exercised ordinary care. The Bank is not liable for losses caused by branches or cash machines being closed or out of order. Similarly, the Bank is not liable for losses caused by travel agencies or merchants having ceased to conduct business or rejecting to accept First Card payment cards.