SAS EuroBonus Business Cards Terms and Conditions

These SAS EuroBonus Business Cards Terms and Conditions (the **"Terms and Conditions"**) govern participation in the SAS EuroBonus Business Cards program (the **"Program"**) and apply between SAS EuroBonus AB, Reg. No. 559224-9782, having its registered office at Frösundaviks allé 1, 195 87 Stockholm, Sweden (**"SAS"**), and the corporate customer accepting these Terms and Conditions (the **"Customer"**). By accepting these Terms and Conditions, the Customer enters into a binding agreement with SAS on these Terms and Conditions.

Certain provisions of these Terms and Conditions also apply directly to individual Cardholders, where stated or where relevant to their access to or use of the Card, the App, the Program, EuroBonus Points or Benefits. By activating a Card, accessing the App or otherwise accepting or being presented with these Terms and Conditions in the relevant onboarding or activation flow, Cardholders agree to comply with the provisions of these Terms and Conditions applicable to Cardholders. Cardholders should therefore read these Terms and Conditions carefully before activating a Card or accessing the App. A Cardholder's acceptance of these Terms and Conditions shall not make the Cardholder a borrower, account holder, guarantor, principal debtor or payment obligor under any credit agreement with the Creditor.

Definitions

For the purposes of these Terms and Conditions:

- **"Admin Portal"** means the web-based administration portal made available by SAS and technically provided, operated or supported by the App Provider on SAS' behalf, through which the Customer may administer the Program, Cards, Cardholders and related settings.
- **"App"** means the SAS EuroBonus Business Cards App made available in connection with the Program.
- "**App and Admin Portal Terms of Use**" means the Terms of Use for SAS EuroBonus Business Cards App and Admin Portal, as amended from time to time.
- **"App Provider"** means the provider of the App, Admin Portal and related spend-management functionality, currently Cardlay A/S or such other provider as SAS may designate from time to time.
- "**Benefits**" means the benefits, rewards, services, offers and invites made available under or in connection with the Program, as described on the SAS EuroBonus Business Cards benefits page or otherwise communicated by SAS, as amended from time to time.
- **"Benefits Terms and Conditions"** means any additional terms and conditions relating to specific Benefits, including applicable eligibility requirements, allocation rules, limitations and conditions of use, as amended from time to time and made available on the SAS EuroBonus Business Cards benefits page or otherwise communicated by SAS.
- **"Card"** means a payment and/or credit card issued under the Program by the Creditor in relation to a specific Card Product.
- **"Card Product"** means a specific card product with certain Benefits made available under the Program and introduced by SAS from time to time.
- **"Cardholder"** means an employee or other representative of the Customer who is authorised by the Customer to hold and use a Card and to access the App in connection with the Program.
- **"Creditor"** means the issuing bank and creditor under the Program, currently Bankaktiebolaget Nordiska (publ), or such other issuing partner as SAS may designate from time to time.
- **"EuroBonus Account"** means the personal EuroBonus account registered to a EuroBonus Member.
- **"EuroBonus Member"** means an individual natural person who has been accepted as a member of the EuroBonus program.
- **"EuroBonus Member Terms & Conditions"** means the EuroBonus terms and conditions governing membership in the EuroBonus program, including earning, use, expiry, correction, withdrawal, suspension and termination of EuroBonus points and membership, as amended from time to time and published or otherwise made available by SAS.

- **“EuroBonus Points”** means EuroBonus points earned, credited or otherwise made available under or in connection with the Program, subject always to the EuroBonus Member Terms & Conditions.
- **“Privacy Notice”** means SAS’ privacy notice applicable to the Program, as amended from time to time.

1. Scope of Terms and Conditions

1.1

These Terms and Conditions regulate the terms under which the Customer may participate in the Program and access the SAS commercial and loyalty proposition connected to the Program.

1.2

For the avoidance of doubt, these Terms and Conditions do **not** govern:

(i) the issuance of the Card;
(ii) any credit, lending, payment or regulated financial services;
(iii) the credit agreement or other banking terms applicable to the Card; or
(iv) access to and use of the App and the Admin Portal, which are governed by the App and Admin Portal Terms of Use.

1.3

Documents expressly incorporated by reference in these Terms and Conditions form part of the agreement between SAS and the Customer to the extent stated herein. The Benefits Terms and Conditions form part of the agreement and apply to the relevant Benefits. In the event of any conflict, these Terms and Conditions shall prevail, unless the applicable Benefits Terms and Conditions expressly state otherwise in relation to the relevant Benefit. Any other descriptions or information concerning Benefits, including information made available on the SAS EuroBonus Business Cards benefits page, are provided for information purposes only and do not create contractual obligations or override these Terms and Conditions or the applicable Benefits Terms and Conditions.

1.4

The Program may integrate with or depend on the Creditor’s terms and credit agreements, the App and Admin Portal Terms of Use, the EuroBonus Member Terms & Conditions, the Benefits Terms and Conditions, third-party benefit provider terms, and technical, claims-handling or complaints procedures communicated by the relevant provider. The Customer and the Cardholders are responsible for reviewing and complying with any such separate or third-party terms where applicable. Such matters are governed separately by the relevant agreements and terms issued by SAS, the Creditor, the App Provider and/or the relevant provider, as applicable. In case of conflict regarding credit, card issuance, payment services, invoicing or liability for card transactions, the applicable agreements with the Creditor shall prevail.

1.5

SAS is not the issuer of the Card, not the creditor under any Card-related credit arrangement and does not provide regulated financial services under these Terms and Conditions. SAS is not a party to any Credit Agreement between the Customer and the Creditor.

2. Acceptance and Participation

2.1

These Terms and Conditions enter into effect, and a binding agreement is formed between SAS and the Customer upon the Customer’s acceptance of these Terms and Conditions.

2.2

The Customer participates in the Program in its capacity as a corporate customer. The Customer is the principal contractual counterparty to SAS under these Terms and Conditions.

2.3

The Customer may nominate Cardholders in accordance with the Creditor’s and/or App Provider’s onboarding and eligibility requirements.

2.4

The Customer shall ensure that each Cardholder:

(i) is duly authorised by the Customer;
(ii) complies with the provisions of these Terms and Conditions applicable to Cardholders;
(iii) accepts any separate terms required by SAS, the Creditor and/or the App Provider; and
(iv) acknowledges that EuroBonus membership and a linked EuroBonus Account are required in order to access, earn, receive or use EuroBonus-related Benefits, including EuroBonus Points, under the Program.

2.5

Certain provisions of these Terms and Conditions apply directly to Cardholders, including provisions relating to Cardholder eligibility, use of the Card, the App, Program participation, EuroBonus Points, Benefits, communications, personal data, tax, misuse, suspension and termination. By activating a Card, creating or accessing an account in the App, accessing the App, using the Program, EuroBonus Points or Benefits, or otherwise accepting or being presented with these Terms and Conditions in the relevant onboarding or activation flow, a Cardholder agrees to comply with the provisions of these Terms and Conditions applicable to Cardholders. Such acceptance may take place together with acceptance of the App and Admin Portal Terms of Use or other terms required by SAS, the Creditor and/or the App Provider.

2.6

The Customer is responsible for ensuring that all Cardholders comply with these Terms and Conditions and shall be liable for all acts and omissions of its Cardholders in connection with the Program as if carried out by the Customer itself.

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3. Program Structure

3.1

SAS EuroBonus Business Cards combines:

(i) SAS loyalty and commercial program elements;
(ii) Card issuance, credit and payment services provided by the Creditor; and
(iii) App, Admin Portal and spend-management functionality made available by SAS and technically provided, operated or supported by the App Provider on SAS' behalf.

The Program may include different Card Products as introduced by SAS from time to time. Each Card Product may have different features, eligibility requirements, fees, Benefits, usage limits and operational requirements. The Benefits and conditions applicable to each Card Product are set out in the applicable Benefits Terms and Conditions and may also be described on the SAS EuroBonus Business Cards benefits page or otherwise communicated by SAS.

3.2

The Program is intended to provide the Customer and its Cardholders with access to certain business-card-related loyalty benefits, rewards, communications and related services offered by SAS.

3.3

Benefits under the Program may include SAS-operated benefits as well as benefits provided by third parties.

3.4

Information about the current Benefits made available under or in connection with the Program may be found on the SAS EuroBonus Business Cards benefits page or otherwise made available by SAS.

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4. Eligibility

4.1

Participation in the Program is subject to:

(i) the Customer being approved by the Creditor and/or otherwise meeting the applicable onboarding criteria;
(ii) the Customer and each Cardholder meeting any eligibility requirements communicated by SAS, the Creditor or the App Provider; and
(iii) compliance with these Terms and Conditions and all other applicable terms.

4.2

Certain Benefits may be subject to additional eligibility criteria, including country restrictions, status requirements, EuroBonus membership level requirements, minimum activity requirements or separate third-party terms, as set out in the applicable Benefits Terms and Conditions.

4.3

The Customer shall ensure that information provided to SAS, the Creditor and the App Provider is accurate, complete and up to date.

5. EuroBonus Membership and Points

5.1

A Cardholder is not required to be a EuroBonus Member in order to hold and use a Card, unless otherwise communicated by SAS for a specific Card Product or Benefit. However, EuroBonus membership and a linked EuroBonus Account are required in order to access, earn, receive or use EuroBonus-related Benefits, including the earning of EuroBonus Points, in connection with the Program. To access the full set of Benefits available under the Program, the Cardholder must be or become a EuroBonus Member and link the Card to the Cardholder's EuroBonus Account, either as part of onboarding or through the App. For the avoidance of doubt, no EuroBonus Points will be earned, credited retroactively or otherwise awarded for spend made before the Card has been linked to the relevant EuroBonus Account.

5.2

The EuroBonus program, including membership, EuroBonus Account management, accrual, redemption, use, correction, withdrawal, expiry, tier qualification, suspension and termination of EuroBonus Points and membership, is governed by the EuroBonus Member Terms & Conditions. Unless otherwise expressly defined in these Terms and Conditions, capitalised terms relating to the EuroBonus program, including categories of points, membership levels, earning, use, expiry, correction, withdrawal, suspension and termination of EuroBonus Points or membership, shall have the meaning given to them in the EuroBonus Member Terms & Conditions.

5.3

Nothing in these Terms and Conditions shall limit SAS' right to amend, suspend, discontinue, terminate or replace the EuroBonus program or any part thereof in accordance with the EuroBonus Member Terms & Conditions and applicable law.

5.4

Where EuroBonus Points are earned or awarded in connection with the Program, such EuroBonus Points shall be credited, corrected, withdrawn, allowed to expire and otherwise administered in accordance with the applicable Program rules, the EuroBonus Member Terms & Conditions and any operational dependencies communicated by SAS.

5.5

If a Cardholder ceases to be a EuroBonus Member, or if the relevant EuroBonus Account is suspended or terminated in accordance with the EuroBonus Member Terms & Conditions, the Cardholder may lose access to some or all Program Benefits and may no longer be able to earn or use EuroBonus Points in connection with the Program.

5.6

SAS may set, apply and amend limits on the amount of eligible spend for which EuroBonus Points may be earned in connection with a Card Product during a specified period. Once the applicable limit has been reached, no further EuroBonus Points will be earned on spend exceeding that limit during the relevant period. Limits may vary between Card Products and may be determined by reference to the Customer, a Cardholder, a Card, a Card Product or another basis specified by SAS. The applicable limits, calculation period and other relevant conditions are set out in the Benefits Terms and Conditions.

5.7

EuroBonus Points earned from Card transactions will not be credited until the Customer has paid at least the minimum amount due under the relevant invoice. If such amount remains unpaid following the Creditor's second payment reminder, the related EuroBonus Points will be forfeited and will not be credited, reinstated or compensated, even if payment is subsequently made. This does not affect the Customer's payment obligations towards the Creditor.

6. Benefits

6.1

The current Benefits available to the Customer and Cardholders in connection with SAS EuroBonus Business Cards, together with any applicable eligibility requirements, allocation rules, limitations and conditions of use, are set out in the applicable Benefits Terms and Conditions. Information about such Benefits may also be made available on the SAS EuroBonus Business Cards benefits page or otherwise communicated by SAS. Additional Benefits may be introduced from time to time and may be subject to the Benefits Terms and Conditions, a separate agreement or provider-specific terms.

6.2

Benefits under the Program are additional to any rights the Customer or a Cardholder may have under separate agreements with the Creditor, the App Provider or other third-party providers.

6.3

Benefits may be provided:

(i) directly by SAS;
(ii) by SAS group companies;
(iii) by the Creditor; or
(iv) by third-party partners.

6.4

Where a Benefit is provided by a third party, access to or use of that Benefit may be subject to that third party's own terms and conditions, eligibility criteria, limitations and claims or complaints process. The applicable third-party terms and conditions are made available on the SAS EuroBonus Business Cards benefits page or otherwise in connection with the relevant Benefit.

6.5

SAS does not guarantee uninterrupted availability of any Benefit and shall not be responsible for third-party services, products, benefits, offers, invites or failures outside SAS' reasonable control. SAS may correct errors relating to the allocation, availability or description of Benefits where such errors result from SAS' or its service providers' administrative, technical or operational mistake or malfunction.

6.6

Benefits connected to insurance, lounge access, digital subscriptions, VPN services, connectivity services or other non-SAS products may be governed by separate provider terms and may be withdrawn, amended or replaced by the relevant provider or by SAS in accordance with these Terms and Conditions.

6.7

Benefits have no cash value and may not be sold, transferred, exchanged or redeemed for cash.

6.8

SAS reserves the right, at its sole discretion and without liability, to add, remove, replace, suspend or modify any Benefit, partner offering, eligibility requirement, operational rule or feature of the Program.

6.9

Benefits will be allocated or made available in accordance with the eligibility requirements, allocation rules and timing specified in the applicable Benefits Terms and Conditions. SAS may process and make Benefits available only after the relevant eligibility requirements have been verified and any necessary information has been received from the Creditor or another relevant provider. Allocation is subject to reasonable processing time and applicable technical, administrative and operational dependencies.

Benefits are allocated in accordance with the generally applicable allocation process and are not adapted to an individual Cardholder's EuroBonus qualification period, membership level, personal circumstances or preferences. SAS does not undertake that any Benefit, including EuroBonus Points, will be allocated at a time that enables it to count towards a particular qualification period, membership level or other individual threshold. Once allocated, the timing or attribution of a Benefit cannot be changed, accelerated, postponed or otherwise adjusted in an individual case.

6.10

A Cardholder may have only one Card at a time linked to the Cardholder's EuroBonus Account for the purpose of earning EuroBonus Points and Level Points. Only spend on that Card will be eligible for earning EuroBonus Points and

Level Points, and only that Card will provide access to the SAS Lounge Benefit. Any additional Card held by the Cardholder will not earn EuroBonus Points or Level Points and will not provide access to the SAS Lounge Benefit but may remain eligible for other Benefits in accordance with the applicable Benefits Terms and Conditions.

Holding or applying for additional Cards through the same or another Customer does not create any additional or renewed entitlement to the same or a substantially equivalent Cardholder-level Benefit. SAS may apply eligibility requirements, waiting periods and allocation frequencies across all Cards, Card Products and Customers associated with the same Cardholder or EuroBonus Account and may withhold, refuse, withdraw or correct duplicate Benefits. Further eligibility rules, allocation frequencies and any exceptions are set out in the applicable Benefits Terms and Conditions.

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7. Cardholders

7.1

The Customer may designate, add and remove Cardholders in accordance with the operational rules of the Program and the terms of the Creditor and the App Provider.

7.2

Only Cardholders authorised by the Customer may:

(i) activate and use a Card;
(ii) access the App;
(iii) redeem or use Cardholder-level Benefits; and
(iv) receive Cardholder-level communications relating to the Program.

7.3

The Customer shall ensure that Cardholders:

(i) use the Card and the Program only for authorised and lawful purposes;
(ii) safeguard login details, credentials and security information;
(iii) comply with all applicable terms and policies; and
(iv) immediately notify the relevant provider in the event of unauthorised use, suspected fraud or security incident.

7.4

The Customer acknowledges that the Benefits are intended only for active Cardholders and may cease immediately or automatically when:

(i) the Cardholder's Card is cancelled, suspended or expires;
(ii) the Cardholder is removed from the Program;
(iii) the Customer's access to the Program ends, is suspended or is otherwise discontinued; or
(iv) the Cardholder is not, ceases to be, or does not maintain a linked EuroBonus Account where EuroBonus membership or such linking is required for the relevant Benefit.

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8. SAS EuroBonus Business Cards App and Admin Portal

8.1

Access to and use of the SAS EuroBonus Business Cards App and the Admin Portal are governed by the App and Admin Portal Terms of Use made available to the Customer, authorised users and/or Cardholders. The App and Admin Portal Terms of Use apply in addition to these Terms and Conditions.

8.2

The Customer acknowledges that the SAS EuroBonus Business Cards App, the Admin Portal, card administration, expense-management functionality and certain customer-facing journeys are made available by SAS and technically provided, operated or supported by the App Provider on SAS' behalf, subject to the App and Admin Portal Terms of Use and applicable technical requirements.

8.3

Unless expressly stated otherwise in the App and Admin Portal Terms of Use, SAS does not warrant that the App or the Admin Portal will be uninterrupted, error-free or available at all times.

8.4

The Customer and each Cardholder must comply with the applicable app and portal usage, access and security requirements.

8.5

SAS may replace the App Provider, migrate the App or the Admin Portal, transfer user accounts, change the technical platform, or otherwise restructure the App, Admin Portal, card administration or spend-management functionality relating to the Program. Any such replacement, migration, transfer or restructuring shall not in itself constitute a termination of the agreement between SAS and the Customer under these Terms and Conditions.

Continued access to the App, the Admin Portal and related functionality may be subject to the Customer and/or Cardholders accepting new or amended terms of use, completing required onboarding, authentication, migration or set-up steps, and complying with updated technical, security or access requirements. If the Customer or relevant Cardholders do not accept such terms or complete the required migration steps within the period communicated by SAS or the App Provider, SAS may suspend or restrict access to the App, the Admin Portal and related functionality.

9. Customer Service

9.1

The Creditor is responsible for providing customer service in relation to the Cards and the regulated financial services provided under the Program, including card usage and functionality, transactions, authorisations and payments, credit-related matters, statements, fees and interest, card blocking, replacement and lifecycle management, disputes, chargebacks, fraud-related matters, regulatory and legally required customer communications, complaints handling relating to regulated financial services, and related customer-service tools.

9.2

SAS is responsible for providing customer service in relation to the EuroBonus program, including membership, points accrual and redemption, flights, travel products and other SAS products or services.

10. Communications

10.1

SAS may communicate with the Customer and/or Cardholders using email, website notices, in-app notices, portal notices or other digital means. Such communications may be sent by SAS directly or, where relevant, by the Creditor, the App Provider, a SAS Group company or another service provider on behalf of SAS.

10.2

SAS, or the Creditor, the App Provider, a SAS Group company or another service provider acting on behalf of SAS, may send service-related, contract-related, administrative and operational communications that are necessary or relevant for the administration, performance, security or use of the Program and these Terms and Conditions, including communications concerning:

(i) the Program, Cards, App or Admin Portal;
(ii) changes to Benefits or operational requirements;
(iii) onboarding, account administration, Cardholder administration or other operational matters;
(iv) incidents, suspensions, restrictions, security notices or misuse prevention; and
(v) the administration, performance, amendment or termination of the agreement between SAS and the Customer under these Terms and Conditions.

10.3

Commercial, marketing or promotional communications, including offers, campaigns, partner promotions or other messages intended to promote SAS, EuroBonus, the Program or related products or services, may be sent by SAS or, where relevant, by the Creditor, the App Provider, a SAS Group company or another service provider acting on behalf of SAS, in each case only in accordance with applicable law. The Customer and/or relevant recipients may opt out of such commercial, marketing or promotional communications where required by law. Opting out does not prevent SAS, the Creditor, the App Provider or other relevant providers from sending service-related, contract-related, administrative or operational communications described in Section 10.2.

10.4

Nothing in this Agreement prevents the Creditor from communicating directly with the Customer or Cardholders where such communication is required by applicable law or reasonably necessary to provide regulated financial services, including customer servicing, complaints handling, fraud prevention, AML/KYC, contractual notices and regulatory disclosures.

10.5

Nothing in this Agreement prevents the App Provider from sending technical or operational service notices reasonably necessary for the administration, maintenance or security of the App.

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11. Personal Data and Privacy

11.1

SAS processes personal data relating to the Program in accordance with applicable data-protection laws and the Privacy Notice. The Privacy Notice provides further information on, among other things, the categories of personal data processed, the purposes and legal bases for processing, data sharing, retention and data-subject rights.

11.2

As between the Parties, SAS acts as an independent data controller for personal data processed by SAS in connection with the Program. The Creditor acts as an independent data controller for personal data processed for its own purposes, including card issuance, credit, payment services, fraud prevention, customer support and regulatory compliance. The App Provider acts as a data processor to SAS where it processes personal data on SAS' behalf in connection with the App, Admin Portal and related Program functionality. Other service providers may also process personal data on behalf of SAS for specific Program-related activities, where agreed in the applicable data processing agreements.

11.3

The Customer shall ensure that it is legally entitled to provide personal data to SAS, the Creditor, the App Provider and/or other relevant service providers in connection with the Program and that Cardholders and other relevant individuals are informed of such processing where required by applicable law.

11.4

The Customer acknowledges that personal data may be exchanged between SAS, the Creditor, the App Provider, SAS Group companies and relevant service providers where necessary for the operation, administration, support, security and compliance of the Program, including onboarding, validation of EuroBonus membership, allocation of EuroBonus Points and Benefits, customer support, communications, fraud prevention, regulatory compliance, reporting, analytics and program management.

11.5

Personal data may also be processed by the Creditor, the App Provider and other relevant service providers in accordance with their respective roles, applicable law, privacy notices, terms and data-processing arrangements.

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12. Tax

12.1

Special tax rules may apply to Benefits, rewards, loyalty points, bonus programs and other value received in connection with the Program. SAS does not monitor or verify how EuroBonus Points earned through business expenditure are used.

12.2

The Customer is solely responsible for assessing, handling and bearing the cost of any tax consequences arising in connection with the Program, including any employee benefit taxation, employer contributions, reporting obligations, withholding obligations and other disclosure or notification obligations under applicable law, to the extent applicable.

12.3

To the extent any personal tax obligations arise for a Cardholder in connection with the Program, the relevant Cardholder is responsible for assessing and complying with such obligations.

12.4

The Customer is solely responsible for ensuring that its accounting, bookkeeping, expense management, reporting, records and internal controls are correct and comply with applicable laws, accounting standards and internal policies. SAS does not provide accounting, bookkeeping, tax or financial reporting advice and accepts no responsibility for the accuracy, completeness or legal compliance of the Customer's accounting, reporting or records resulting from the Customer's use of the App, expense-management functionality or any related data, exports or reports.

13. Customer Responsibilities

13.1

The Customer shall:

(i) comply with these Terms and Conditions;
(ii) ensure that Cardholders comply with the provisions applicable to them;
(iii) maintain up-to-date contact details with SAS;
(iv) promptly notify SAS of any material changes relevant to the agreement between SAS and the Customer under these Terms and Conditions; and
(v) ensure that the Program is not used for unlawful, fraudulent or unauthorised purposes.

13.2

The Customer is responsible for all acts and omissions of its Cardholders in connection with the Program as if carried out by the Customer itself.

13.3

The Customer shall ensure that any internal use of EuroBonus Points, Benefits or other Program value is in accordance with applicable laws, regulations and internal policies.

13.4

SAS conducts its business in accordance with the SAS Code of Conduct, which sets out overall principles for responsible business conduct, including ethical conduct and the treatment of employees, customers and business partners. The Customer shall use the Program in a manner consistent with applicable law and generally accepted standards of responsible business conduct.

14. Changes to the Program and Benefits

14.1

SAS reserves the right to amend these Terms and Conditions at any time.

14.2

SAS will notify the Customer of any material changes to these Terms and Conditions by email, website notice, in-app notice or other appropriate means.

14.3

Changes to Benefits, partner offerings, eligibility requirements, allocation rules, operational rules or features of the Program are governed by Section 6.8 and the applicable Benefits Terms and Conditions and may be made separately from amendments to these Terms and Conditions.

14.4

The most recent version of these Terms and Conditions published by SAS shall replace all previous versions from the effective date stated by SAS. The Benefits Terms and Conditions and other Benefits information may be updated separately from these Terms and Conditions.

14.5

Temporary campaigns, offers, bonus promotions and time-limited incentives may be introduced, modified or withdrawn by SAS at any time and do not form part of the Benefits unless expressly stated otherwise.

15. Term and Termination

15.1

The agreement between SAS and the Customer under these Terms and Conditions enters into effect upon acceptance and remains valid for as long as the Customer maintains the relevant credit agreement or other card-related agreement with the Creditor, unless terminated earlier by SAS in accordance with these Terms and Conditions.

15.2

The Customer may not terminate the agreement between SAS and the Customer under these Terms and Conditions separately from the credit agreement or other card-related agreement entered into with the Creditor. If the Customer terminates such agreement with the Creditor in accordance with its applicable terms, the agreement between SAS and the Customer under these Terms and Conditions shall automatically terminate at the same time as the Customer’s participation in the card program ceases, unless SAS notifies the Customer otherwise.

15.3

SAS may replace the Creditor, migrate the card portfolio, transfer or change the applicable BIN, or otherwise restructure the issuing, card or payment-service arrangements relating to the Program. Any such replacement, migration, transfer or restructuring shall not in itself constitute a termination of the agreement between SAS and the Customer under these Terms and Conditions, provided that the Customer is offered continued participation in the Program on materially corresponding terms.

Continued participation may be subject to the Customer and/or Cardholders accepting new or amended terms with the new or replacement Creditor and completing any required onboarding, KYC, card replacement or migration steps. If the Customer does not accept such terms or complete the required migration steps within the period communicated by SAS or the relevant Creditor, SAS may suspend or terminate the Customer's participation in the Program. For the avoidance of doubt, any replacement of the Creditor or migration of the Program shall not amend, transfer or terminate any existing credit agreement, card agreement or payment obligation between the Customer and the then-current Creditor, unless such amendment, transfer or termination is made in accordance with the applicable creditor terms and applicable law.

15.4

SAS may terminate the agreement between SAS and the Customer under these Terms and Conditions, or suspend the Customer's participation in the Program, with immediate effect if:

(i) the Customer or a Cardholder materially breaches these Terms and Conditions;
(ii) SAS has reasonable cause to believe that fraud, misuse, abuse or unlawful conduct has occurred;
(iii) the Customer becomes insolvent, enters liquidation or otherwise is unable to meet its obligations;
(iv) the Customer ceases to meet the eligibility requirements for the Program;
(v) the associated card relationship with the Creditor ends, is suspended or becomes unavailable; or
(vi) SAS is required to do so under applicable law or third-party obligations.

15.5

A Cardholder's access to the Program may be suspended or terminated without terminating the agreement between SAS and the Customer under these Terms and Conditions in relation to the Customer as a whole. SAS may further refuse, suspend, withdraw or reverse any Benefit or EuroBonus Points where SAS reasonably believes that misuse, abuse, fraud, error or breach of applicable terms, including the EuroBonus Member Terms & Conditions, has occurred.

16. Effects of Termination

16.1

Upon termination of the agreement between SAS and the Customer under these Terms and Conditions:

(i) the Customer's participation in the Program shall cease;
(ii) access to Program Benefits may cease immediately or at the end of any applicable notice period communicated by SAS; and
(iii) any Cardholder access dependent on these Terms and Conditions may be removed.

16.2

Termination of the agreement between SAS and the Customer under these Terms and Conditions does not automatically terminate:

(i) any credit agreement or banking relationship with the Creditor;
(ii) the App and Admin Portal Terms of Use; or
(iii) any EuroBonus membership or EuroBonus Account, unless otherwise stated in the applicable terms.

16.3

Any EuroBonus Points, Benefits or rights already earned or accrued under the EuroBonus program shall be governed by the EuroBonus Member Terms & Conditions and other applicable rules, including any rules on validity, expiry, correction, withdrawal and misuse.

16.4

Clauses which by their nature should survive termination shall remain in effect after termination of the agreement between SAS and the Customer under these Terms and Conditions, including clauses on liability, confidentiality, intellectual property, personal data, tax, governing law and disputes.

17. Liability

17.1
SAS shall not be liable for any indirect, incidental, consequential, punitive or special loss or damage, including loss of profit, loss of revenue, loss of goodwill, loss of expected savings, business interruption or loss of data.

17.2
SAS shall not be liable for:

(i) the issue, use, acceptance, rejection, blocking, suspension or cancellation of any Card;
(ii) any credit decision, payment failure, statement, invoice, collection activity, dispute, chargeback or regulated financial service;
(iii) any third-party Benefit, insurance policy, lounge program, subscription, connectivity service, VPN service or other external service; or
(iv) any delay, interruption or error caused by third parties, infrastructure providers, networks or events outside SAS' reasonable control.

17.3
SAS shall not be liable for any failure or delay in performing its obligations under these Terms and Conditions to the extent caused by circumstances beyond SAS' reasonable control, including outages, failures or delays affecting third-party providers, payment networks, communication networks, infrastructure providers, public authorities, labour disputes, cyber incidents, war, terrorism, natural disasters or other force majeure events.

17.4
The Customer shall indemnify and hold SAS harmless from and against any losses, claims, costs or damages arising out of or in connection with:

(i) the Customer's or any Cardholder's breach of these Terms and Conditions;
(ii) unlawful, fraudulent, unauthorised or abusive use of the Program, the Card, the App or Benefits;
(iii) inaccurate or incomplete information provided by the Customer or Cardholders; or
(iv) the Customer's failure to ensure that Cardholders comply with applicable terms, except to the extent caused by SAS' breach of these Terms and Conditions.

17.5
SAS' total aggregate liability under these Terms and Conditions shall be limited to direct loss only and shall in any event not exceed SEK 100 000 in aggregate.

17.6
Nothing in these Terms and Conditions excludes or limits liability that cannot be excluded or limited under applicable law.

18. Confidentiality

18.1
The Customer shall not disclose confidential commercial, technical or program information received from SAS except where necessary for the performance of these Terms and Conditions or as required by law.

18.2
SAS may share information relating to the Customer and the Program with the Creditor, the App Provider, other SAS Group companies or relevant service providers and program partners to the extent reasonably necessary for the operation, support or administration of the Program.

19. Intellectual Property

19.1
SAS owns or controls all rights in and to the Program, the SAS and EuroBonus brands and trademarks, the EuroBonus program, related content, materials and intellectual property, except for third-party rights.

19.2
Nothing in these Terms and Conditions transfers any intellectual property rights to the Customer or any Cardholder, except for the limited right to participate in the Program in accordance with these Terms and Conditions.

19.3
The Customer shall not use, reproduce, display, register or otherwise refer to any SAS,

EuroBonus or Program-related name, trademark, logo, domain name, design, content or other intellectual property for marketing, promotional, public-facing or other purposes without SAS' prior written consent.

20. Assignment

20.1

The Customer may not assign or transfer its rights or obligations under these Terms and Conditions without SAS' prior written consent.

20.2

SAS may assign or transfer the agreement between SAS and the Customer under these Terms and Conditions, in whole or in part, to a member of the SAS Group or in connection with a reorganisation, restructuring or transfer of the Program, provided that such transfer does not materially reduce the Customer's rights under these Terms and Conditions.

21. Governing Law and Disputes

21.1

These Terms and Conditions and the agreement between SAS and the Customer formed by the Customer's acceptance of them shall be governed by the laws of Sweden, excluding its conflict-of-law rules.

21.2

Any dispute, controversy or claim arising out of or in connection with these Terms and Conditions, or the agreement between SAS and the Customer formed by the Customer's acceptance of them, or the breach, termination or invalidity thereof, shall be settled by Swedish courts, with the Stockholm District Court as the court of first instance, unless otherwise required by mandatory local law.

21.3

If any provision of these Terms and Conditions is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. Failure by SAS to enforce any right under these Terms and Conditions shall not constitute a waiver of that right.

21.4

These Terms and Conditions, together with the Benefits Terms and Conditions and any other documents expressly incorporated by reference, constitute the entire agreement between SAS and the Customer in relation to the Program and supersede prior discussions or understandings relating to the same subject matter.

21.5

These Terms and Conditions were last updated on 27 August 2026 and replace all previous versions thereof.