

CONSUMER CUSTOMER'S PAYMENT INSTRUMENT CONTRACT

PAYMENT INSTRUMENT USAGE TERMS (Version 1/2016)

1. DEFINITIONS

In the present Contract Terms:

- "Customer" refers to a private person who has submitted a Payment Instrument Application to Neste for a Card and/or a Parallel Card and whose Application has been approved by Neste
- "Customer Service" refers to Neste Customer Service. For contact details and service hours, see the Neste website. The email address of Neste Customer Service is kortti@neste.com. "Neste Info" refers to the Neste information service. Its telephone number is +358 800 196 196 (24 hours).
- "Card" refers to a Neste company car driver's corporate card or a private card which has been handed over to the Customer by Neste and using which the Customer may pay for the Product to Neste, or pay for other products or services to the salesperson in other purchasing locations specified by Neste.
- "Parallel Card" refers to a Neste private card granted by Neste to a person who resides in the same household as the Customer. The Parallel Card functions in the same way as the Card.
- "Charge Card" refers to a Payment Instrument whereby the Customer pays for purchases made with the Charge Card according to the terms of the Payment Instrument Contract within a specific time starting from the end of the invoicing period.
- "Payment Instrument" refers to the Card, a mobile payment app or other means of payment offered by Neste collectively and separately.
- "Mobile Payment Service" refers to cardless refueling using a smartphone app produced by Neste and associated services.
- "Neste Prepaid" refers to the Payment Instrument whereby the Customer must pay for the purchases made with which to Neste before the purchase transaction.
- "Neste Website" refers to the Neste website at www.neste.fi.
- "Neste" refers to Neste Marketing Ltd (business ID: 1626490-8).
- "Party" or "Parties" refers to the Customer and Neste alone or both together.
- "Code" refers to the personal ID code sent by Neste to the Customer.
- "Product" refers to the product and/or service related to the product that is purchased from Neste by the Customer using the Card.
- "Company Car Driver" refers to a Customer who is employed by an Employer Company with which Neste has signed a separate Payment Instrument Contract. Neste hands over the Card to the Customer with the Employer Company's consent.
- "Employer Company" refers to the Company Car Driver's employer company with which Neste has signed a separate contract on the use of the Card.
- "Contract" refers to a contract signed between Neste and the Customer according to Section 2 of the Terms of Use.
- "Terms of Use" refer to these general contract terms, in the format in which they are at the time. The Payment Instrument's Usage Terms constitute a fixed part of the Payment Instrument Contract.
- "Payment Instrument Application" refers to Neste's standard-format application form or an electronic application and signature which the present Payment Instrument Usage Terms are attached to and which the Customer may use to apply for the Card.
- "Politically influential person" refers to a politically powerful person as specified in the Finnish act on preventing and clearing money laundering and terrorist financing valid at the time.
- "Actual beneficiary" refers to the actual beneficiary as specified in the Finnish act on preventing and clearing money laundering and terrorist financing valid at the time.

2. CONCLUSION OF CONTRACT

- The Customer may apply for the Card by completing the Payment Instrument Application and submitting it to Neste or a Neste representative. The Customer must carefully complete all sections of the Application and its appendices. By signing the Application, the Customer is committed to adhering to the applicable Terms of Use.
- The Customer may apply for Parallel Cards to persons over 15 years of age, who live in the same household.
- Neste reserves the right to reject the Application for any reason whatsoever. The Contract takes effect once Neste has sent the Card to the Customer.
- Neste will obtain the Customer's credit details at its own expense. Should Neste reject the Payment Instrument Application based on personal credit data obtained from the credit data register, Neste will, immediately after the decision, notify the applicant of such use of credit data and which credit data register the data originates from.

3. DELIVERY OF THE CARD

- Neste will deliver the Card and the Code to the Customer by mail as separate deliveries using the contact details specified by the Customer in their Application.
- Neste has the right to provide the Customer with a new Card without a separate request if the previously provided Card must be replaced with a new one after it has expired, for example.

4. RETAINING THE CARD

- The Customer's obligation to take care of the Card and the Code begins once the Customer has received them. The Customer must carefully keep the Card and the Code separate from each other so that they are not available at the same time in an unsupervised car, for example. For reasons of security, the Customer must save the number sequence of the Card for further reference.

5. USE OF THE CARD AND THE PREVENTION OF USE

- Neste does not guarantee uninterrupted availability or validity of the Card.
- The Customer is only entitled to use the Card for his or her own purchases. When making purchases, the Customer must show the card and prove his or her identity when requested to do so.
- The Customer shall use the Card in compliance with the Payment Instrument's Usage Terms. The Customer must take particular care of the Card and the Code.
- The maximum monthly limit (EUR) specified by the Customer in the Application shall be used as the maximum limit for the Customer. Neste is entitled to not accept a transaction if the maximum usage limit is reached. Neste shall have the exclusive right to change the applied/granted maximum limit or change the Charge Card into a Neste Prepaid card or change a Neste Prepaid card into the Charge Card. The Customer is, however, liable for purchases that exceed the maximum limit or the Neste Prepaid balance. Neste reserves the right to change the purchase limits and/or validity range for Cards or an individual Customer. The maximum limit for an individual purchase is EUR 250 or a corresponding sum outside the eurozone. The usage areas and pricing principles are available at the Neste website. The Customer will be notified of any changes to the maximum limit of the Card.
- Neste may refuse from accepting a transaction if the Neste Prepaid card does not have sufficient balance or if the Card's usage limit is exceeded.
- Neste reserves the right to prevent the use of the Card in the following cases:
 - The security of Card use cannot be guaranteed.
 - There is reason to believe that the Card is used without authorization or for a fraudulent purpose.
 - There is an increased risk of the Customer not being able to meet his or her payment obligation.
- As per its limits, the Card can be used within the Neste network in Finland and at separately mentioned places of purchase abroad.
- The Card is valid until the date stated on it. Neste reserves the right to change or limit the period of validity. If the Customer has not used the Card within ten (10) calendar months preceding the end of the validity period, Neste will not deliver a new Card to the Customer.
- Purchases made in Swedish krona are converted into euros according to the paper currency exchange rate provided for the purchase date by Nordea Bank Finland Plc. Purchases made in Russian rubles are converted into euros according to the accounting exchange rate provided by the Central Bank of Russia.

6. LIABILITY FOR PURCHASES MADE USING THE CARD

- If the Customer is in possession of Parallel Cards, all users of full capacity who have signed the Payment Instrument Contract are jointly liable for all payments required by the terms of payment.
- When making a payment using the Card, the Customer accepts the purchases for invoicing by signing the receipt or entering the Code. The receipt must be retained for further reference.
- The Customer is liable for unauthorized use of the Card in the following cases:
 - The Customer has given the Card to another person.
 - The Card is lost, comes into the possession of an unauthorized user, or is used without authorization due to negligence on the part of the Customer.
 - The Customer has neglected to notify Neste without unnecessary delay of the Card having been lost, coming into the possession of an unauthorized user, or being used without authorization.
- The maximum liability of the Customer for unauthorized use of the Card in cases referred to in items ii and iii of term 6.3 is EUR 150. This limit shall not apply in cases where the Customer has acted in gross negligence or willful misconduct.
- The Customer is, however, not liable for unauthorized use of the card in the following cases:
 - Unauthorized use of the Card after Neste has been notified of the Card having been lost, coming into the possession of an unauthorized user, or being used without authorization.
 - The salesperson, service provider or the representative of these who has accepted the Card has not used an appropriate procedure to verify the Card user's right to use the card.
- Notwithstanding what has been agreed in term 6.5, the Customer is liable for the unauthorized use of the Card if he or she has willfully given false information, acted against this Contract, or otherwise acted in a fraudulent manner.

7. LIABILITY FOR PURCHASES MADE USING A COMPANY CAR DRIVER'S CARD

- The Company Car Driver is not liable for the purchases made using the Card which have been agreed by Neste and the Employer Company to be invoiced from the Employer Company.

8. LOST CARD

- The Customer must notify Neste Info without unnecessary delay of the Card having been lost, coming into the possession of an unauthorized user, or being used without authorization. The notification must contain the following information: the person making the notification, the company, telephone number during office hours, the number of the Card, and whether the ID Code has been available together with the Card. The Customer can also cancel the Card at a Neste station in writing. Neste pays a finder's fee of EUR 9 to the finder of a Payment Instrument. The sum will be debited from the Customer.

9. CUSTOMER INFORMATION

- The Customer shall immediately notify Neste of any changes to the information given in the Payment Instrument Application.
- The Customer assures that the Customer (or its actual beneficiary) has not been placed in a trading sanctions list, such as the sanctions list of Finland, the United Nations, the European Union and/or the United States (OFAC).
- The Customer is obligated to immediately notify Neste if the Customer (or its actual beneficiary) is or will be placed in the sanctions list referred to in term 9.2 above.
- The Customer's identification information and other personal information can be used to prevent, reveal and clear money laundering and terrorist financing, and to investigate money laundering, terrorist financing and criminal activities through which the assets or criminal benefits subject to money laundering or terrorist financing have been obtained.

10. FEES

- No interest shall be charged on the Card. A monthly account maintenance charge will be collected for the use of the Payment Instrument. The monthly account maintenance charge shall not be collected if the Customer chooses to receive a web invoice instead of a paper invoice. The Customer shall also be liable to Neste for any additional service fees in accordance with the Payment Instrument's Usage Terms.
- An account maintenance charge of EUR 2.50 will be collected every month from Neste Prepaid cardholders.
- As the Payment Instrument Contract enters validity, the following account maintenance charge as per the Payment Instrument Usage Terms and additional service fees are applied:
 - A monthly account maintenance charge of EUR 2.50
 - Additional services at the request of the Customer as follows: voucher copy EUR 5, invoice copy EUR 5, report EUR 5, account balance or interest statement EUR 5, other written clarification EUR 20 per every beginning hour
 - Reminder fee EUR 5 for delayed payment
 - The finder's fee for the finder of a lost Card, to be charged from the Customer, is EUR 9.
 - The handling fee for returned balance on a Prepaid card is EUR 25.

11. TERMS OF PAYMENT AND PENALTIES FOR DELAYED PAYMENTS

- Neste invoices purchases made using a Payment Instrument other than a Neste Prepaid card and other fees as per the Payment Instrument Contract once a month. The last day of the month is the last day of each invoicing period.
- The due date is 14 days from the date of the invoice. Any complaints regarding an invoice shall be submitted within fourteen (14) days of the invoice date. Any complaints submitted after this deadline may be disregarded.
- Neste Prepaid customers will receive a statement of realized purchases in accordance with Section 209e of the VAT Act at least once a month.
- The Customer will pay for purchases made using a Neste Prepaid card before the purchase transaction. Balance top-ups are made at the Neste Website using personal banking identifiers. During the contractual relationship, the Customer cannot redeem any balance topped up on the Neste Prepaid card, unless there is specifically weighty reason for this. Such reasons entitling the Customer to redeem the balance may be associated with sudden and significant changes in the Customer's financial position independent of the Customer or in other personal conditions of the Customer. In such situations, the Customer must immediately contact the Customer Service. A handling fee will be charged for any returned Prepaid balance, and it will be deducted from the returned sum.
- Interest shall be paid on delayed payments according to Section 4 of the Interest Act, starting from the due date. The interest shall be seven percentage points higher than the reference rate referred to in Section 12 of the Interest Act in force at the time in question.
- Neste shall have the right to withhold expired receivables from the balance of Neste Prepaid cards until the Customer makes the payment.
- If the Customer has not paid the invoice within one (1) month of the due date, and the payment remains unpaid, Neste is entitled to request payment of all the receivables from the Customer even if these are not yet due. Neste is not, however, entitled to carry out the aforementioned procedure if the delay is due to illness or unemployment of the Customer or other similar factor beyond the Customer's influence, except in cases in which this constitutes an obviously unreasonable burden on Neste considering the duration of the delay and other conditions.
- Should the Customer neglect his or her payment obligation, Neste shall send a demand for payment, including a reminder fee. Neste reserves the right to transfer the collecting of receivables to a third party, in which case the Customer must pay for the collection costs. In accordance with Section 14 of the Credit Data Act, Neste is entitled to report the neglect of payment to a credit information company to be recorded in the credit information register, if the payment is delayed more than 21 days from the request for payment sent after the due date, or the total delay is at least 60 days, and the delay is not caused by illness or unemployment of the Customer or other particular reason, or an error of the salesperson, and the Customer has not contacted Neste to notify it of such a cause.
- The euro is the invoicing currency.

12. INVOICING

- Neste invoices purchases made using a Payment Instrument other than a Neste Prepaid card from the Customer using an online invoice (e-invoice). If the Customer wishes to receive a paper invoice or has not given Neste, via the bank, the information required for sending e-invoices, Neste shall send a paper invoice to the invoicing address provided by the Customer.
- The Customer is responsible for processing the invoice and for paying it by the due date. This responsibility starts when Neste has delivered the invoice using the invoice forwarding details indicated by the Customer. Neste assumes no responsibility for data transfer between the Customer and its operator or for any losses caused by any problems in such data transfer. For more information about e-invoicing, see the Neste Website or contact the Customer Service.

13. TERMS OF SALE FOR PRODUCTS PURCHASED USING THE CARD

- When the Customer buys Products from the Neste network, the Neste price valid at the time is used as the sales price, unless otherwise agreed between Neste and the Customer in writing.
- Neste reserves the right to freely change the daily Product prices at its discretion.
- Neste guarantees that the quality of the Product delivered by the Neste network corresponds at least with the product data sheet at the moment of delivery. Neste does not offer any other Product guarantee, neither explicit nor implicit, nor can it be held liable for the Product's fitness for a particular purpose nor for any purpose for which the Products or similar products are usually used.
- When the Customer uses the Card to purchase products or services outside the Neste network, Neste is not the vendor of the products or services and is not responsible for product quality or any other vendor obligations.

14. CUSTOMER INFORMATION

- Neste reserves the right to provide information concerning this Payment Instrument Contract within the Neste Group. The provision of information is possible if the recipient is legally obligated to retain the confidentiality of the information as required by the applicable regulation, or enters into an agreement to retain confidentiality before receiving the information.
- A Payment instrument Application completed by the Customer as a Company Car Driver gives Neste the right to receive information concerning the Customer from the Customer's Employer to the extent necessary to maintain the data of the Payment Instrument Contract.
- If the Payment Instrument Contract includes the condition that a separate contract must exist between Neste and another partner, Neste has the right to receive information concerning the Customer from the other partner to the extent necessary to maintain the data of the Payment Instrument Contract.

15. TERMINATION OF THE CONTRACT

- The Contract shall be effective until terminated by either Party. The Customer may terminate the Contract with immediate effect. The period of notice for Neste is two (2) months. Neste must deliver the termination in writing.
- Neste Prepaid customers have the right to receive the balance they have topped up on the card within reasonable time after the Contract has been terminated. Upon the end of the Contract, Neste shall have the right to deduct its receivables from any fees returned to the Customer.

16. CANCELLATION OF THE CONTRACT

- Neste can cancel the Payment Instrument Contract with immediate effect, if (i) the Customer has committed a material breach of contract, (ii) the Customer has not paid the invoice within 30 days of the due date and the payment remains unpaid, (iii) the Customer applies for or is required to enter into a debt arrangement scheme or any other similar proceeding or if other essential information used as a precondition for the Payment Instrument Contract changes or the Customer neglects to comply with the terms of the contract so that Neste may reasonably assume that the Customer will not be able to fulfill its contractual obligations, or (iv) the Customer (or its actual beneficiary) is or will be placed in a trading sanctions list, such as the sanctions list of Finland, the United Nations, the European Union and/or the United States (OFAC).
- When the contract in question is a Payment Instrument Contract for a Company Car Driver, Neste reserves the right to cancel it with immediate effect when the Card use contract between Neste and the Employer Company is terminated.

17. CONTRACT TERMINATION MEASURES

- The Customer is obliged to follow the instructions issued by Neste and return the Card cut in two immediately when the Neste Payment Instrument Contract is terminated or a new Card has been received.

18. LIABILITY OF NESTE IN CASES OF BREACH OF CONTRACT

- Neste cannot be held liable for any consequential damage caused by a breach of contract, such as lost profits, reduced or interrupted business, or damage to property other than the sold products, unless the damage is due to negligence on the part of Neste.
- Unless stated to the contrary in imperative legal provisions, Neste cannot be held liable for any losses, damage to property, environmental damage, or bodily injury caused by disadvantages characteristic of the Product.

19. TRANSFER OF THE CONTRACT

- The Customer is not entitled to transfer the Contract to a third party.
- Neste is entitled to transfer this Payment Instrument Contract to a third party with all rights and obligations without discussing the transfer with the Customer, assuming that the transfer will not weaken the Customer's position and that the third party has the operating permit that may be required.

20. CHANGES TO TERMS OF USE

- Neste reserves the right to change the Payment Instrument Usage Terms and the related fees at its own discretion providing that the changes will not essentially increase the Customer's obligations. Fees may, for example, be increased on the basis of increased service production costs.
- The change will take effect within two (2) months after a written notification has been sent to the Customer.
- If the Customer does not approve the change, he or she is entitled to terminate the Payment Instrument Contract with immediate effect. The Customer must then return the Card to Neste cut in two. If the Customer fails to return the Card, or if the Card is used after the change has taken effect, the Customer is bound by the change.

21. OTHER PROVISIONS

- The safety data sheets and product data sheets for the products are available for printing at the Neste Website or, at the Customer's request, from Customer Service. The proprietary right and liability for risk of a Product shall be transferred from Neste to the Customer at the moment of refueling (or fuels) and the moment of purchase (for other products).
- The Customer accepts that Neste records all phone calls placed to the Customer Service. More information about recording customer calls, Products and services, prices, and extra fees applied by Neste is available at the Neste Website and from Neste Customer Service.

22. APPLICABLE LAW

- This agreement is governed by the laws of Finland.
- This Payment Instrument Contract includes the information required by Section 10 of the Payment Services Act. Neste will notify the customer of any changes to this information.

23. PLACE OF JURISDICTION AND OTHER CONDITIONS

- Any disputes arising out of the Payment Instrument Contract shall be settled at the District Court of Espoo. The Customer also has the right to take legal action at a general district court of a municipality located in Finland, within the jurisdiction of which his or her place of residence is located.
- The Customer may also take a dispute concerning the Payment Instrument Contract to the Finnish Consumer Disputes Board (www.kuluttajairita.fi). Decisions made by the Finnish Consumer Disputes Board are recommendations by nature. Before taking a dispute to the Finnish Consumer Disputes Board, the Customer must contact the consumer advice service of Local Register Offices (www.kuluttajaneuvonta.fi).
- The following authorities supervise the payment services of Neste Marketing Ltd compliant with the Payment Services Act:

Financial Supervisory Authority	Consumer Ombudsman
Snellmaninkatu 6 and Mikonkatu 8	Siltasaarenkatu 12 A, 00530 Helsinki
P.O. Box 103, FI-00011 Helsinki	P.O. Box 5, FI-00531 Helsinki
Telephone: +358 10 831 51	Telephone: +358 29 505 3000
www.finanssivalvonta.fi	www.kuluttajavirasto.fi