

# General terms and conditions of account

These terms and conditions apply to the account agreements of private individuals with Danske Bank A/S, Finland Branch [hereinafter the "Bank"] and form part of the account agreement. In addition to these terms and conditions, the following other terms and conditions valid at any given time apply to private individuals' account agreements:

- General terms and conditions for euro-denominated payments transmitted within the Single Euro Payments Area
- General terms and conditions for outgoing and incoming currency payments
- The terms and conditions of services linked to the account by separate agreements between the Bank and the customer.

The application of the other terms and conditions referred to above to these general terms and conditions is determined according to the scope of application defined in them. In the event of any inconsistencies between these and the other terms and conditions, these terms and conditions take precedence. In the event of the special terms and conditions for the account agreement deviating from these general terms and conditions, the special terms and conditions for the account are applied. In the event of any discrepancies between the different language versions of these general terms and conditions, the Finnish version shall prevail.

These general terms and conditions for the account take effect on 9 October 2025.

## 1 Definitions of terms

### Value date

Value date refers to the reference date which the Bank uses when calculating interest on funds debited from the account or paid into the account.

### Customer

Customer refers to the account holder or the account holder's guardian or guardian with continuing power of attorney.

### Guardian

A guardian refers to a legal representative of the account holder. Guardianship is based on the law (minors) or an appointment made by the Digital and Population Data Services Agency or by a court of law (adults and minors for who a guardian has been appointed).

### Guardian with continuing power of attorney

A guardian with continuing power of attorney refers to a person who, according to a continuing power of attorney confirmed by the Digital and Population Data Services Agency and entered in the register of Guardianship Affairs, has a general authorisation to manage the account holder's financial affairs.

**SEPA, Single Euro Payments Area** is a single payment area created jointly by European banks, the European Central Bank and the European Commission.

**Payment Services user** is a person who, based on an agreement with the Bank, can use the payment service or services as a payer or a payee or in the capacity of both.

### Payment transaction

A payment transaction is an action through which funds are transmitted, withdrawn or made available to the account holder or authorised user, excluding, however, transactions related to the crediting of deposit interest.

### Payment account

A payment account refers to an account which is intended and may be used for carrying out payment transactions without restrictions arising from the account agreement, the terms and conditions of the account or the law.

### Execution of a payment order

A payment order is an order placed by the customer with the Bank to execute a payment transaction as an account transfer, transfer of money to the Bank's payment account, direct debit, cash deposit, cash withdrawal, or using a payment card or other payment instrument. The execution of a payment order includes the measures by the service provider to process the order and transmit the payment.

### Payment order service

The payment order service is a service where the service provider initiates a payment order in respect of a payment account held with another service provider at the request of the payment service user.

### Payment instrument

Payment instrument refers to a payment card or another user-specific instrument or method or combination thereof the use of which for the placing of payment orders has been agreed on between the customer and the Bank. In addition to

payment cards, payment instruments may include eBanking identifiers, for example.

#### **Banking day**

Banking day refers to a day on which the Bank is open so that it may, for its part, execute a payment transaction. Unless otherwise notified by the Bank, banking days in Finland are the days of the week from Monday to Friday, excluding Finnish public holidays, Independence Day, May Day, Christmas Eve, Midsummer Eve and any days not otherwise considered to be banking days.

#### **Payment account with basic features**

Payment account with basic features refers to a payment account as provided under chapter 15, section 6 of the Act on Credit Institutions [610/2014].

#### **SEPA instant credit transfer**

A SEPA instant credit transfer refers to a European credit transfer transferred within the Single Euro Payments Area that is executed from a payment account immediately, around the clock and on all calendar days.

#### **Account holder**

Account holder refers to a person to whom the Bank is indebted for the funds in the account and who has the right to control the account and the funds therein as desired, unless otherwise stated below. There may be more than one account holder.

#### **Account opener**

Account opener is the individual who signs an account agreement with the Bank on the opening of an account.

#### **Authorised user**

An authorised user is a person whose right to control the account in accordance with section 5 of these terms and conditions is based on legal representation or authorisation granted by the account holder.

#### **Person with power of attorney for the account**

The account holder may grant power of attorney for the account to one or more individuals, in accordance with these terms and conditions, by specifying the individuals and the scope of the power of attorney in a specific letter of attorney. Such a power of attorney may also be a specific continuing power of attorney confirmed by the Digital and Population Data Services Agency.

#### **Person authorised to access the account**

The account holder may, usually in the account agreement, authorise one or more individuals to access the account in accordance with these terms and conditions.

#### **Account agreement**

Account agreement refers to an agreement on an individual account or accounts which the Bank and the customer together enter into as well as the special terms and conditions for the account, these general terms and conditions and the service pricelist valid at any given time.

#### **Account transaction**

Account transaction refers to account credits and debits affecting the balance of the account.

#### **Account information service**

The account information service is a service in which a service provider provides aggregated information via a data network on the payment accounts of the payment service user held with another service provider or other service providers.

### **2 Account agreement**

The account agreement contains provisions regarding the following issues:

- how the interest rate is determined the amount of interest/interest rate at the time of the agreement, how it is calculated, the applicable reference rate, the interest period and the date of payment of interest
- withdrawal fee
- deposit period
- restrictions on withdrawals
- other matters that may be agreed on the basis of these general terms and conditions.

#### **2.1 Agreement procedure and opening an account**

The account opener and the Bank conclude an account agreement in writing or electronically.

As a rule, the account holder opens the account. The account is intended for the deposit and use of the account holder's own funds.

The account holder's guardian or guardian with continuing power of attorney may also agree with the Bank to open an account for their client on behalf of the account holder.

Another person may also open an account for someone else, with the consent of the Bank, for the purpose of making a gift. In this case, the following conditions apply to the gift:

- the person making the gift cannot themselves withhold the authority to access the account or the right to otherwise control the account or receive information on it.
- the person making the gift may order that the account holder only gains an access right to the funds in the account when they turn 18 years of age or older. This condition is recorded in the account agreement. The Bank is not bound by any other conditions of the gift.

- that stated on the account holder applies to the recipient of the gift and
- the terms and conditions related to the account and service pricelists valid at any given time and agreed on with the account holder apply to the gift account.

## 2.2 Information provided to the Bank

The account opener is obligated to provide the Bank with information on the account holder. The account holder is obligated to provide the Bank with information on persons authorised to use the account. The account opener, the account holder and any authorised users must provide the Bank with their name, personal identity number, postal address and domicile, telephone number, information related to the country of taxation, and other information separately required by the Bank and, at the request of the Bank, a specimen signature.

If this information has already been provided to the Bank in an earlier context, the Bank may use the information entered in its customer register.

The account holder and authorised users are obligated to inform the Bank of any changes to the information specified above. The Bank also has the right to obtain the information from the Digital and Population Data Services Agency or other reliable sources.

The Bank is not responsible for any loss caused by a situation in which the customer or authorised user has not notified the Bank concerning a change in the information mentioned above. The Bank has the right to charge the customer for the costs incurred for failing to notify the Bank of any changes.

## 2.3 Notices concerning the account and communications Information on payment transactions

If the customer has separately agreed with the Bank on the use of the Bank's online archive, the Bank makes information on payment transactions available to the customer electronically in the Bank's online archive.

If the customer has not separately agreed with the Bank on the use of the Bank's online archive, the Bank sends information on payment transactions, according to the customer's choice, either to the address notified by the customer to the Bank or the Digital and Population Data Services Agency in accordance with section 2.2 or makes it available for retrieval from the Bank's domestic branches.

Information on payment transactions is provided at least once a month if there are transactions in the account, unless it has been agreed that information is provided more often. The Bank has the right to collect a charge in accordance with its service pricelist for information provided more often than once a month or using other than agreed means or methods.

If information on payment transactions is provided to the Bank's online archive, the information is available to the customer for at least a year after the information was provided. The Bank has the right to collect a charge in accordance with its pricelist for providing information older than this.

## Other notices concerning the account

The Bank delivers other notices concerning the account either by sending them to the Bank's online archive or in writing to the address provided by the customer to the Bank or the Digital and Population Data Services Agency in accordance with section 2.2 or in some other separately agreed manner.

## Communications

When the Bank provides information on payment transactions or other notice concerning the account in the Bank's online archive or sends it to the address specified above in this section, the information or notice is considered to have been received by the account holder or other individual on the seventh day at the latest after the notice was sent.

The customer sends notices concerning the account agreement and these terms and conditions electronically through the Bank's customer message system or in writing. The notice is considered to have been received by the Bank on the seventh day at the latest after the notice was sent.

The language used in the agreement relationship and communication between the customer and the Bank is Finnish or Swedish, according to the customer's choice. If the customer wants to use some other language, this requires the Bank's consent. The account holder is responsible for the use of interpretation and translation services and any costs incurred from them.

## 2.4 Right to receive information on terms and conditions and advance information during the contractual relationship

The customer may request the terms and conditions of the account agreement and advance information related to the account agreement from the Bank free of charge during the contractual relationship.

The Bank delivers the information referred to herein to the customer in the manners mentioned in section 2.3 or other permanent manners separately agreed on.

## 2.5 Credit facility

If a credit facility may be attached to the account, a separate agreement is entered into concerning the amount of credit and its terms and conditions.

## 2.6 Payment account with basic features

The special terms and conditions applicable to the payment

account with basic features are agreed in the appendix to the relevant agreement.

### 2.7 Fixed-term account

The terms and conditions applicable to fixed-term accounts are agreed separately in the account agreement.

## 3 Rights of legally competent account holders

### 3.1 One account holder

The account holder controls the account. The account holder may make decisions concerning the use of the funds in the account and authorised users; the account holder may also agree on amendments to the account agreement and account closure with the Bank.

### Pledging of assets in the account

The account holder may pledge the account and the funds in it at any given time. The account holder or the recipient of the pledge must notify the Bank in writing of the pledge, the object of the pledge and its recipient.

If the notification is given by the recipient of the pledge, the notification must contain a pledge notification signed by the account holder or an equivalent statement.

### Payment instruments

Funds may be withdrawn from the account and payment orders concerning the account may be placed using payment instruments confirmed by the Bank. The Bank and the account holder will separately agree on the payment instruments given to the account holder and authorised users, unless otherwise specified in the account agreement.

When the account is closed or the right to access the account is cancelled, the account holder and authorised users must immediately return any payment instruments attached to the account to the Bank in accordance with the terms and conditions concerning the payment instruments. The Bank can also demand the return of the payment instruments if it deems there is justified cause for this.

### 3.2 Several account holders

If there is more than one account holder, each account holder has the right to use the account and the funds in the account alone using payment instruments agreed on between the account holder and the Bank and make decisions concerning the account, unless otherwise specified in the account agreement.

If the account agreement contains a provision that the account holders use the account jointly, any decisions concerning the account may only be made with the consent of all of the account holders.

If an account holder wishes to prevent the use of the account,

he or she must notify the Bank, which has the right to prevent the use of the account. In this case, the account may only be used by all of the account holders together.

### Account closure

An account cannot be closed without the consent of all of the account holders unless the account has not been used for a long time and the account balance is minimal.

### Termination of the account agreement on behalf of one account holder

Each account holder may terminate the account agreement on his/her behalf in accordance with section 14 of these terms and conditions.

### Pledging of funds in the account

The account holders may only jointly pledge the account and the funds in it at any given time. In other respects, the provisions mentioned above concerning the pledging of funds in the account when there is only one account holder shall be applied.

### Granting authorisation to access the account

Authorisation to access the account must be granted by the account holders jointly, unless otherwise agreed. Each account holder has the right to independently cancel an access right granted to a person other than another account holder.

### Payment instruments

Funds may be withdrawn from the account and payment orders concerning the account may be placed using payment instruments confirmed by the Bank. Each account holder will agree on their personal payment instruments separately with the Bank, unless otherwise specified in the account agreement.

All of the account holders shall jointly agree with the Bank on the payment instruments granted to authorised users, unless otherwise specified in the account agreement.

When the account is closed or the right to access the account is cancelled, the account holders and authorised users must immediately return any payment instruments to the Bank or destroy them, in accordance with the terms and conditions concerning the payment instruments. The Bank may also require the return or destruction of the payment instruments if it deems there is justified cause for this.

### Disclosure of information

Each account holder has the right to receive full information on the account and account transactions.

When there are several account holders, the Bank only provides the information referred to in sections 2.3 and 13 in

the manner defined in the section in question and free of charge to the account holder mentioned first in the account agreement.

#### **4 Rights of account holders under guardianship**

Those under guardianship may personally sign account agreements with the Bank, unless their competence has been limited. The account holder may only use the account as notified by the guardian.

Legally incompetent account holders of at least 15 years of age may personally sign account agreements and control funds which are paid to them personally under specific legal provisions or which they have earned themselves. If a legally incompetent account holder may enter into an account agreement and control the funds, they may also agree with the Bank on the payment instruments used to access the account in accordance with the terms and conditions concerning the payment instruments.

#### **5 Rights of authorised users**

##### **5.1 Rights of the guardian**

The account holder's guardian controls the account in the same way as the account holder. The guardian agrees with the Bank on the opening and closing of accounts, notifies the Bank of who may access the account and agrees with the Bank on payment instruments. If there are several guardians, they control and make decisions concerning the account jointly, unless otherwise agreed between the guardians and the Bank or the tasks of the guardians have been differentiated by a decision of the authorities.

Both the guardian and their client both have the right to receive full account information on the client's account. The guardian's right to information also concerns the client's accounts prior to the appointment of the guardian. If the guardian has only been appointed to manage a particular task, the guardian's right to receive account information is limited to issues related to the purpose of the appointment.

##### **5.2 Rights of a guardian with continuing power of attorney**

Besides the account holder, a guardian with continuing power of attorney has the right to agree with the Bank on the opening and closing of accounts as well as the right to access the account and payment instruments.

Both the guardian with continuing power of attorney and their client have the right to receive full account information on the client's account. The right to information of the guardian with continuing power of attorney also concerns the client's account information prior to the confirmation of the guardian's continuing power of attorney.

If the guardian with continuing power of attorney has only been authorised to manage a particular task, the right to

receive account information of the guardian with continuing power of attorney is limited to issues related to the purpose of the power of attorney.

##### **5.3 Rights of persons authorised to access the account**

Persons authorised to access the account can agree on payment instruments themselves if this has been specified in the account agreement. When the account is closed or the right to access the account is cancelled, the account holder must immediately return any payment instruments to the Bank or destroy them, in accordance with the terms and conditions concerning the payment instruments. The Bank may also require the return or destruction of the payment instruments if it deems there is justified cause for this.

Persons authorised to access the account have the right to obtain information on account transactions concerning the account they are authorised to access during their period of authorisation. They may not amend the account terms and conditions, sign additional agreements related to the account, pledge the funds in the account, close the account or transfer their authorisation to a third party or authorise a third party to withdraw funds from the account, unless otherwise agreed in the account agreement.

##### **5.4 Rights of persons with power of attorney over the account**

Persons with power of attorney over the account have the right, with the consent of the Bank, to use and control the account and obtain information on account transactions in accordance within the limits of the authorisation granted by the specific power of attorney given by the account holder. The authorisation may not be transferred to a third party unless otherwise specified in the power of attorney.

##### **5.5 Rights of the payment order service provider and account information service provider**

The account holder or a person with power of attorney over the account may agree separately with an external payment service provider to initiate a payment transaction from the payment account via the payment order service when it is possible to access the account via a data network. The payment service provider may also use an account information service through which the service provider has access to information on designated payment accounts. The payment service provider must obtain the explicit consent of the account holder or a person with power of attorney over the account both for the execution of the payment transaction and for the use of the account information service. The service provider must always identify itself with the Bank before initiating a payment transaction.

#### **6 Overdrafts**

The account holder and authorised users shall use the payment instruments without causing an overdraft. If the

account holder or authorised user fails to comply with the above provision, the Bank has the right to immediately debit the account for the amount due to the Bank. If the breach of agreement is material, the Bank has the right to cancel the account agreement with immediate effect.

The account holder is obligated to pay the Bank legal penalty interest on the overdraft, unless separately otherwise agreed, the fee for sending the reminder, a potential overdraft charge and other charges and fees arising from collecting the overdraft in accordance with the service pricelist. The Bank has the right to de-duct the charges and fees mentioned above from the customer's account.

### 7 The Bank's right to refuse use of the account

The Bank has the right to refuse use of the account if:

- the information specified in section 2.2 has not been provided to the Bank,
- the signature on a document of withdrawal significantly deviates from the specimen signature in the Bank's possession,
- the account holder or the person authorised to use the account has not been identified in the manner required by the Bank or the account holder or the person authorised to use the account cannot reliably prove their identity,
- the authorisation fails to comply with the Bank's requirements,
- a cheque is presented for encashment after the period of validity,
- this is due to the law or other regulatory reasons,
- the Bank has some other reason to suspect the correctness or fraudulent use of the account, or there are other grounds for refusal set out in the Bank's terms and conditions of service,
- there is a risk management reason from the perspective of the Bank or the customer,
- the Bank has not received the information required regarding international sanctions directed at the account owner or holder authorised to use the account as referred to in Section 15, or
- the Bank otherwise has reason to suspect that the account holder is the direct or indirect subject of international sanctions referred to in Section 15.

For security reasons, the Bank has the right to restrict the use of the account elsewhere than at the branch office.

### 8 The Bank's right to close the account

The Bank has the right to close the account if:

- the account holder or, in the case of multiple account holders, any one of them is declared bankrupt,
- the person authorised in accordance with the continuing power of attorney confirmed by the Digital and Population Data Services Agency and the account

- holder cannot agree on the use of the account,
- a guardian is appointed for the account holder,
- the provisions of the Act on Credit Institutions (610/2014) concerning set-off conditions have been met,
- requested to do so by at least one account holder,
- the Bank has reason to suspect abuse of the account,
- the customer has not provided the Bank with the information requested by the Bank, or has provided the Bank with false or misleading information,
- the customer has not provided information of the origin or purpose of the funds, or has provided false or insufficient information about the origin or purpose of the funds,
- the service is used in a way that may cause harm or risk of harm to the Bank or the customer,
- the customer has breached contractual obligations or otherwise acts contrary to the terms and conditions,
- the account is used for entrepreneurial activities,
- this is due to the law or other regulatory reasons,
- the security of the use of the account has been compromised,
- there is some other legitimate risk management reason from the perspective of the Bank or the customer,
- the Bank has not received the information required regarding international sanctions directed at the account owner or holder authorised to use the account as referred to in Section 15, or
- the Bank otherwise has reason to suspect that the account holder is the direct or indirect subject of international sanctions referred to in Section 15.

If, despite a reminder, the account balance does not cover the charges and fees due to the Bank, the Bank has the right to close the account until the account holder has paid any charges and fees in accordance with section 6 and section 12 of these general terms and conditions. The Bank will notify the account holder of closing the account in arrears.

### 9 Debiting and crediting the account, and value date

#### 9.1 Debiting the account

The value date of a debit from the account is the day on which the monetary amount of the payment transaction is debited from the account. If the funds were taken into use by means of a payment instrument already before the debit from the account, the value date is the day on which the funds were taken into use.

The monetary amount of a payment order is debited or reserved from the payer's account when the Bank has received the order. If the due date of the order is later than the receipt date of the order, the funds will be debited from the account during the course of the notified due date. If the due date of the order is not a banking day, it is postponed to the following banking day, unless the order concerns an



internal account transfer from one account to another or a SEPA instant transfer referred to in the general terms and conditions for euro-denominated payments transmitted within the Single Euro Payments Area.

A cash withdrawal is debited from the account on the day of withdrawal of the funds.

The value date of a cash withdrawal is the day on which the funds are withdrawn from the account.

## 9.2 Crediting the account

The value date of a credit to the payee's payment account is the banking day on which the monetary amount of the payment transaction is credited to the payee's account.

The monetary amount of a euro-denominated payment transaction executed within the Bank in real time is credited to the account holder's account on all days of the week.

For a payment executed as a SEPA instant transfer, the value date of the credit to the payee's payment account is the date and time when the payee's payment service provider credits the amount of the payment transaction to the payee's payment account.

However, if the original monetary amount of the payment transaction is denominated in an EEA currency, the value date of the credit to the account is the banking day on which the required foreign exchange transactions were made. If the original monetary amount is denominated in a currency other than the euro or that of an EEA country, the value date of the credit is the banking day on which the funds are credited to the account holder's account.

If the payment requires currency conversion and at least one of the currencies is other than the euro or an EEA currency, the payee's bank will credit the payee's account with the payments or make them available to the payee no later than on the third (3rd) banking day after the funds were paid into an account in the payee's bank and the payee's bank has received the necessary details for the payment of the payment amount and the necessary foreign exchange transactions have been executed.

If the payment does not require currency conversion, the payee's bank will credit the payee's account with payments in euro and EEA currencies or other currencies, or will make the payments available to the payer immediately after the funds were paid into the account in the payee's bank, and the payee's bank has received the necessary details for paying the payment amount and the necessary foreign exchange transactions have been executed.

The execution of a currency exchange requires that the day in question is a banking day both in Finland and the home

country of the currency. For a payment made as a SEPA instant transfer, the payee's bank will credit the payee's account once the necessary foreign exchange transactions have been executed.

A euro-denominated cash deposit is credited to the account immediately when the authenticity of the funds has been verified and the funds have been calculated. If a cash deposit is denominated in a currency of an EEA country, the crediting of the funds to the account also requires that any necessary currency exchange has been executed.

If a cash deposit is denominated in a currency other than the euro or a currency of an EEA country, the funds are credited to the account holder's account once the authenticity of the funds has been verified, the funds have been calculated and any necessary currency exchange has been executed.

The execution of a currency exchange requires that the day in question is a banking day both in Finland and the home country of the currency. For a payment executed as a SEPA instant transfer, the payee's bank executes foreign exchange transactions in accordance with the notice on the bank's website.

The value date of a cash deposit is the date on which the funds are credited to the account.

## 10 Reference rate of interest

### 10.1 Specification of the reference rate of interest Euribor rate

The Euribor interest rate is the reference rate of interest in the financial markets of the euro area. The value specification and quotation for this reference rate of interest are based on what effectively applies to international practice at the time.

The interest on the account may be linked to Euribor rates of different periods. The interest rate used for interest calculation and the length of the rate reset period is indicated in its name (e.g. the 12-month Euribor rate).

The value of the reference rate of interest changes on a daily basis, but the interest rate on the account may remain the same throughout the rate reset period, or change daily by the same amount as the reference rate of interest has changed. The interest rate on the account, the calculation of interest and its payment is agreed in more detail in the account agreement.

On those dates when the Euribor interest rate is not quoted, the value of the reference rate of interest on the previous day is used as the reference rate. The Bank does not provide advance notification of a change in the reference rate. The value of the reference rate of interest at any given time is available at the Bank's branches and on its website.

### **The Danske Bank Prime FI rate**

The Danske Bank Prime FI interest rate is the Bank's own reference rate of interest. Its value changes by decision of the Bank. The level of the rate is affected by short and long-term reference rates of interest, inflation expectations and the outlook on general economic trends.

If the Bank changes the Prime rate, the interest rates on accounts linked to it change by as much as the reference rate has changed on the day the change takes effect. The Bank does not provide advance notification of a change in the reference rate. The value of the reference rate of interest at any given time is available at the Bank's branches and on its website.

### **€STR**

The €STR is the short-term reference rate for euro area money markets, the valuation and quotation of which are based on the wholesale market borrowing costs of unsecured overnight loans by banks located in the euro area. The €STR is administered by the European Central Bank (ECB), which is responsible for its calculation policy and publication.

The interest rate on the account can be tied to the €STR, the value of which changes every banking day. The interest determination period is one day. The interest rate, calculation and payment of interest are agreed in more detail in the account agreement.

On days when the €STR is not quoted, the reference rate is be valued at the value of the reference rate on the previous quotation date. The bank does not give advance notice of the change in the interest rate. The current reference rate value is available at the Bank's branches and on its website.

### **10.2 Cessation of or a significant change in the reference rate quotation**

If the provision of the reference rate ceases, the reference rate applied to the deposit will be set in accordance with a statute on the new reference rate or a decision or guideline issued by the authorities or the party managing the reference rate.

If no replacement reference rate is specified, the bank will select the new reference rate. When selecting the replacement reference rate, the bank will consider, if reasonably possible, relevant market practices and any guidelines and recommendations issued by organisations and public parties participating in the preparation of relevant market standards.

If the provision of the reference rate does not cease, but the bank has estimated that it has changed significantly, the bank will set a replacement reference rate for the deposit in accordance with the aforementioned principles.

If the provision of the reference rate ceases temporarily or it is otherwise not available, the bank will set a temporary replacement reference rate to be applied during this time in accordance with the aforementioned principles.

The replacement reference rate will enter into force after the bank has notified the account holder of the change.

### **11 Account transactions**

The Bank will enter the amount of deposits, any changes thereto and other transactions in its accounts, which must be considered reliable information of the account holder's account position, unless otherwise proven by the account.

### **12 Charges and fees**

The account holder is obligated to pay any charges and fees related to the opening, use and maintenance of the account or notifications sent by the Bank; the charges and fees are listed in the current service pricelist. The Bank has the right to deduct all charges and fees from the bank account.

The service pricelist is available at the Bank's branches and on the Bank's website.

#### **12.1 Ensuring balance for charges and fees**

The account holder is obligated to ensure that the account has a sufficient balance for those charges and fees that the Bank is entitled to deduct from the account in accordance with the account agreement, these general terms and conditions or other commitments.

#### **12.2 Entering the Bank's charges and fees when the account has insufficient balance**

If, in a situation referred to in section 12.1, the account balance is insufficient for the charges and fees payable to the Bank, the Bank has the right to debit the amount due to the Bank from the account.

Such charges and fees include

- 1) penalty interest, charges and fees specified in the account agreement; and
- 2) charges and fees based on other agreements or separate orders between the account holder or authorised user and the Bank to be deducted from account.

#### **12.3 Consequences of insufficient balance**

If the account balance is not sufficient for the payment of the penalty interest, charges and fees referred to in section 12.2, the account holder is obligated to pay the Bank the accrued penalty interest, a fee for the sending of a reminder, and other charges and fees due to the collection of the claim out of assets subsequently paid into the account, and the Bank has the right to deduct these from the account.



### **13 Amendments to the account agreement, account terms and conditions and pricelist**

The account agreement and the related account terms and conditions as well as the pricelist may be amended.

The Bank sends notification of any amendment to the account agreement, its terms and conditions and the pricelist in the way agreed on other notices concerning the account in section 2.3 of these general terms and conditions.

Any amendment to the account agreement, the related terms and conditions and the pricelist enter into force as of the time notified by the Bank; however, no earlier than two (2) months from sending the notification to the account holder. The account holder is considered to have received the notice within the period referred to in section 2.3.

The agreement will be continued with amended content unless the customer notifies the Bank electronically through the Bank's message system or in writing that he or she objects to the amendment by the notified effective date. The customer has the right, until the notified effective date of the amendments, to give notice to terminate the account agreement immediately. If the customer objects to the amendments, the customer and the Bank have the right to give notice to terminate the account agreement in accordance with section 14 of these general terms and conditions.

### **14 Validity of the account agreement, termination and cancellation**

The account agreement is valid until further notice, unless otherwise agreed.

Unless otherwise agreed in the account agreement, the customer has the right to terminate the account agreement at any time with immediate effect, in which case the funds in the Account must be withdrawn. The Bank has the right to terminate the account agreement with effect from two (2) months after the termination, unless a longer notice period has been agreed in the account agreement.

The account holder has the right to cancel the account agreement effective immediately if the Bank has materially breached its obligations based on the account agreement. In this case, the funds in the account must be withdrawn.

The Bank has the right to cancel the account agreement with immediate effect if the account holder or authorised user has materially breached the obligations based on the account agreement, materially acted contrary to the purpose of the account agreement and abused the rights based on it or has otherwise acted towards the Bank or Bank employees so that a continuation of the account agreement cannot be considered reasonable from the point of view of the Bank.

The Bank will send notice concerning termination or cancellation to the account holder in the manners mentioned in section 2.3 and agreed upon.

The Bank has the right to close the account at the end of the notice period or when the account agreement has been cancelled in the manner specified above.

In conjunction with the termination or cancellation of the account, any charges and fees related to the account shall fall due immediately once the notice period of the account agreement has expired or the cancellation has taken effect. The Bank must return any charges and fees paid in advance by the account holder insofar as they concern the period after the effective date of termination.

If there are funds in the account at the time of its closure, the Bank has the right to transfer the funds to another bank account held by the customer, with the same ownership and the same or more limited access rights as the account to be closed.

If there are funds in the account that cannot be transferred in the manner referred to above, the Bank shall hold them on behalf of the account holder. No interest will be paid on the funds. The Bank also has the right to send the funds to the account holder as a money order by post to the address provided in accordance with section 2.2.

Services associated with the account may no longer be used once the notice period has expired or cancellation has taken effect.

### **15 International sanctions directed at the account owner or the holder of the right to use the account**

If sanctions imposed by the UN, the UK, the USA, the EU or any member state of the EEA or any locally competent authority are directed at the account owner or the holder of the right to use the account or if these have any impact on the account owner or the holder of the right to use the account, directly or indirectly, the Bank has the right not to accept the use of the account or to take other action to restrict the use of the account, to close the account, to terminate the account agreement or to cancel the account agreement.

The Bank will not accept responsibility for any direct or indirect damages potentially arising from the use of the account not being possible, from the non-execution of any orders, from their interruptions or from taking any action related to sanctions that the bank has deemed necessary at its own discretion.

### **16 Force majeure**

A contracting party is not liable for any loss if the party can

show that the meeting of an obligation of that party has been prevented by an exceptional and unforeseeable reason that is beyond the party's control and the consequences of which it could not have avoided by exercising due diligence. The Bank is also not liable for loss if the meeting of the obligations based on this agreement would be against the obligations of a service provider stipulated elsewhere in the law.

The Bank is not liable for loss caused by any strike, blockade, embargo, boycott or other comparable circumstances even if the Bank is involved in it, or even if it does not directly concern the Bank.

Each contracting party is obligated to inform the other party as soon as possible of any force majeure situation encountered. The Bank may announce force majeure in national daily newspapers.

### **17 Liability to pay damages**

The Bank is liable to pay damages for direct and indirect loss caused to the account holder, in accordance with sections 17.1, 17.2 and 18. For damages arising from international sanctions, the Bank's liability is defined in section 15.

In addition, the Bank is obligated to compensate the account holder for loss of interest resulting from an error or neglect by the Bank. The Bank will only return collected service charges insofar as they concern the error or neglect causing the loss.

The account holder is not entitled to receive compensation from the Bank unless the account holder or authorised user notifies the Bank of the error within a reasonable period from the discovery of the error or from the time they should have discovered the error.

However, the Bank is not liable for loss if the Bank's meeting the obligation was prevented by a force majeure situation, as referred to above in section 16.

#### **17.1 Direct losses**

The Bank is liable to pay damages to the account holder for direct loss caused by an error or neglect by the Bank. Such direct losses include, for example, necessary investigation costs due to the investigation of the error.

#### **17.2 Indirect losses**

The Bank is liable for any indirect loss it has caused to the account holder in the case of conduct against obligations stipulated in the Payment Services Act or agreed upon in the account agreement on the basis of the Act. Such indirect loss is considered to include loss of income due to the Bank's erroneous conduct or due to measures caused by the Bank's erroneous conduct, loss caused by an obligation based on another agreement and other comparable loss that is difficult to predict. However, the Bank is not liable for indirect loss

caused by an error or neglect in the execution of a payment order.

Nevertheless, the Bank is only liable for such indirect loss as has a causal relationship with the Bank's conduct in breach of the law or agreement and which the Bank could reasonably predict.

The Bank may not invoke limitations of risk if the Bank, or a party for whose conduct the Bank is responsible, has caused the loss intentionally or through gross negligence.

### **18 Limitation of loss**

Account holders or authorised users must take reasonable action to limit loss. If they fail to do this, they become liable for the loss in this regard.

The compensation payable by the Bank for its conduct in breach of the law or agreement may be adjusted if the compensation is unreasonable when taking into account the cause of the breach, the customer's potential contribution to the loss, the consideration paid for the payment service, the Bank's opportunities to predict and prevent the occurrence of loss and other circumstances.

### **19 Transfer of the agreement**

The Bank has the right to transfer the account agreement in its entirety or in part with all its rights and obligations to a third party without consulting the customer. The customer is not entitled to transfer the rights and obligations in accordance with the agreement.

### **20 Legal remedies outside courts of law**

The customer may submit a dispute concerning the general terms and conditions for the account or the account agreement for consideration by the Finnish Financial Ombudsman Bureau (FINE, [www.fine.fi](http://www.fine.fi)), the Bank Board operating in connection with it, or the Consumer Disputes Board (KRIL, [www.kuluttajariita.fi](http://www.kuluttajariita.fi)).

### **21 Supervisory authorities**

The Bank's operations are supervised by Finanstilsynet, Strandgade 29, DK-1401 Copenhagen K, Denmark, tel. +45 33 55 82 82,

The supervisory authority of Danske Bank A/S, Finland Branch is the European Central Bank (ECB), Kaiserstrasse 29, 60314 Frankfurt am Main, Germany [ecb.europa.eu](http://ecb.europa.eu)

Within the scope of the authority, the operations of the Bank are also supervised by the Financial Supervisory Authority, Snellmaninkatu 6, P.O. Box 103, FI-00101 Helsinki, Finland

The Bank's activities are supervised in the case of consumer

issues, also by the Consumer Ombudsman (<https://www.kkv.fi/en/>), Finnish Competition and Consumer Authority, P.O. Box 5, FI-00531 HELSINKI, Finland, tel. +358 (0)29 505 3000 (switchboard).

## 22 Applicable law and place of jurisdiction

Any disputes concerning the account agreement and the related terms and conditions are considered in the district court under whose jurisdiction the Bank's registered office falls or its administration is mainly managed, or in the district court of a Finnish locality under whose jurisdiction the account holder's domicile or permanent residence falls. If the account holder is not a resident of Finland, any disputes will be processed in the district court under whose jurisdiction the Bank's registered office falls or its administration is mainly managed.

This account agreement and the related terms and conditions are governed by Finnish law.

## 23 Deposit guarantee and taxation of deposits

The funds in the account as referred to in the account agreement are covered by Denmark's deposit guarantee valid at any given time as decreed by Danish law. Read more [www.danskebank.fi/depositguarantee](http://www.danskebank.fi/depositguarantee).

The account holder is responsible for any taxes as well as other comparable fees (e.g., tax withheld at source from interest) pertaining to the account agreement in accordance to the legislation valid at any given time.

## 24. Processing of personal data

The Bank stores and processes the personal data of its customers to be able to offer its customers advice and solutions, and to comply with the legal requirements that apply to financial institutions. The customer or another user of the account consents to the use of his or her personal data that is necessary at any given time for the provision and implementation of the payment order service or other payment service. The consent also covers the provision of the necessary information to the payer's payment service provider for the implementation of the verification of payee (VoP) service when funds are to be transferred to the account by account transfer or SEPA instant transfer. The Bank has the right to disclose information concerning the customer or other registered data in accordance with the legislation in force at any given time.

The Bank may grant payment order service and account information service providers access to the details of the account holder's payment accounts with the Bank for the purpose of carrying out these services at the explicit request of the customer or holder of the right to use the account.

The personal data of the customer and holder of the right to use the account may be processed for the prevention of

money laundering and terrorist financing and for the detection and prevention of fraud. The Bank may also process personal data related to payments in order to determine whether the customer or holder of the right to use the account is subject to sanctions within the meaning of section 15. If necessary, the Bank may request additional payment-related information for these purposes.

The Bank's privacy notice [www.danskebank.fi/en/privacy-notice](http://www.danskebank.fi/en/privacy-notice) describes what personal data we collect and store about our customers, how we process personal data and what the rights of the data subject are related to personal data. The privacy notice is also available in writing.