

*Terms and conditions of accounts and  
Payment Services*

## Table of Contents

<i>General terms and conditions of account .....</i>	<i>1</i>
<i>General terms and conditions for euro-denominated payments transmitted within the Single Euro Payments Area .....</i>	<i>12</i>
<i>General terms and conditions for Outgoing and Incoming Currency Payments .....</i>	<i>21</i>
<i>General terms and conditions for E-Invoices and Direct Payments .....</i>	<i>31</i>
<i>Bulletin on payment service .....</i>	<i>35</i>
<i>Means of restitution .....</i>	<i>44</i>

## 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 ac-

count 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 de-

stroy 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 deduct 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 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.kuluttajajita.fi](http://www.kuluttajajita.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.

## *General terms and conditions for euro-denominated payments transmitted within the Single Euro Payments Area*

These are Danske Bank's general terms and conditions for payment transfers

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 Scope of application of the terms and conditions**

Unless otherwise agreed, these general terms and conditions apply to euro-denominated account transfers, SEPA instant transfers, money orders and the cash services intended in these terms and conditions executed in the Single Euro Payments Area if no foreign exchange is involved and the service providers participating in the execution of the payment order are based in the Single Euro Payments Area.

These general terms and conditions also apply to other payment services such as direct debits and card payments to the extent that this has been agreed in the terms and conditions concerned.

In addition, the relevant account agreement and any other service agreements shall be applied on the transfer of payments.

These terms and conditions are not applied to cheques.

### **2 Definition of terms**

**Commencement date** is the banking day on which the payer's service provider commences the execution of the payment order.

**BIC** (Bank Identifier Code, ISO 9362) is the international code identifying the bank. The BIC code is also known as the SWIFT code.

**EEA states** refer to member states of the EU and other member states of the European Economic Area (Iceland, Liechtenstein and Norway).

**SEPA (Single Euro Payments Area)** is a single Europe-wide payments area created by European banks, the European Central Bank and the European Commission.

**IBAN** (International Bank Account Number, ISO 13616) is an account number expressed in an international format.

**Consumer** is a natural person who, in the capacity of payment service user, agrees on a payment transaction primarily for purposes other than the user's trade or business.

**National instant transfer** is a national credit transfer service provided by banks that is processed as urgent and where the funds are transferred to the payee's bank on the commencement date of the payment.

**Payer** is the issuer of the payment order.

**Payer's service provider** is the bank or the payment institution which receives a payment order and transmits it to an intermediary bank or to the payee's service provider.

**Due date of a payment** is the day which the payer notifies its bank as the commencement date for the execution of a payment order.

**Money order** is a payment order by the payer to their bank to transfer funds to the payee.

**Payment service user** is the party who, based on its agreement with the Bank, may use the payment service or services in the capacity of payer or payee, or both.

**Payee**, in account transfers, is the payment service user who has access to the account to which funds are transferred, and in the case of money orders, the person to whom the funds are made available.

**Payee's service provider** is the bank or the payment institution that receives the funds on behalf of the payee and transfers them to the payee's account or keeps them available to the payee.

**Verification of payee (VoP)** service is a service in which the payer's payment service provider verifies with the payee's service provider that the SEPA instant transfer or account transfer information received from the payer matches the payee's name and account number. The bank may also offer the payer the possibility to use another identifier of the payee as a reference. The payee's payment service provider informs the payer's service provider whether the information matches, does not match or closely matches. If there is a close match, the payee's service provider informs the payer's



payment service provider of the payee's real name for approval by the payer.

**Payment transaction** is a procedure by which funds are transferred, withdrawn or made available.

**Payment order** is an order placed by the payment service user to their bank to execute a payment transaction as, for instance, an account transfer, a money order or a cash payment. Execution of a payment order includes the measures by the service provider to process the order and transmit the payment.

**Banking day** is a day when the payment service provider of the payer or the payee is open for business so that it can execute the payment order on its part. In Finland banking days are weekdays Monday through Friday, excluding Finnish public holidays, Finnish Independence Day, May Day, Christmas Eve, Midsummer Eve and any days not otherwise considered to be banking days.

**Money transfer** is a service by which the bank receives cash to be transferred to the payee's account or to be made available to the payee.

**A SEPA instant credit transfer** is a euro-denominated credit transfer transferred from a payment account in the Single European Payments Area, which is executed immediately, around the clock and on all calendar days.

**Account transfer** refers to debiting the payer's payment account on the payer's initiative for a transfer of funds to the payee's payment account. In a national credit transfer, the payer's and payee's service providers are located in Finland.

In trans-border account transfers, the payer's and payee's service providers are located in different states within the Single European Payments Area.

**Intermediary bank** is a bank or another institution which, in addition to the payer's payment service provider and the payee's service provider, is involved in the transfer of funds on an order by the payer's payment service provider or the payee's service provider.

### 3 Issuance of details for a payment order

The payer makes a payment order by providing the bank with the details required to execute the payment. The payer consents to the execution of the payment order by signing a payment order form or by confirming the payment order using a personal or business identification code issued by the bank, or in another manner agreed upon with the bank. In the same

context, the payer gives their consent to the use of its personal data that is necessary for the provision and execution of the payment order or other payment service at any given time.

The payer must provide the following details:

- payer's details
  - payer's name
  - any of the following details: address, date and place of birth of the payer, customer number given by the bank, personal or business identification number (for payments from an account, the bank may complete the payment details from its own systems for this part and so the payer does not need to provide the relevant details separately)
  - account number in IBAN format where payment is debited from an account
- payee's details
  - payee's name
  - for account transfers and SEPA instant transfers, the identifier of the payee's payment service provider
- account number in IBAN format
  - address of the payee in the money order
- amount of payment
- other information provided, requested or required by the bank to transmit the payment.

In addition, the payer's bank may grant the payer a possibility to provide other details, including the:

- due date of the payment
- payee's address
- payee's identifying details
- payment identification provided by the payer
- name of the original payer
- name of the ultimate payee
- subject of payment
- payment identification for the payee (reference number or message).

If requested, the payer shall prove their identity and specify the source of the funds and the purpose of their use. The bank is entitled to check the details of the payer.

Banks and payment systems processing payments may be obliged to provide information on the payer to the authorities of different countries under the legislation or agreements they have entered into in the country where they are located.

The payer is responsible for the authenticity of the details of a payment order. The payer's bank is not responsible for correcting or completing a payment order, unless otherwise

agreed. If, however, the bank on receipt of a payment order detects an error in it, it shall seek to notify the payer of the error as far as possible.

The payer's bank provides a verification of payee (VoP) service for certain payments. Account transfers and SEPA instant transfers are transmitted to the payee solely on the basis of information accepted by the payer.

A money order is transferred to the payee based on the name and address of the payee as notified by the payer.

### 3.1 International sanctions

The Bank may compare payment information to the economic or other sanctions imposed by the European Union or the UN Security Council, as well as other sanctions, notices and provisions (hereinafter "international sanctions") issued by domestic and foreign authorities or other similar parties, such as the Office of Foreign Assets Control (OFAC) and, if necessary, require additional information about the payment from the user of the payment service, and to take the action required in the provisions mentioned above to comply with the international sanctions.

If the Bank considers that sanctions imposed by the UN, the UK, the USA, the EU or any member state of the EEA (or a party acting on their behalf) or any locally competent authority are directed at the user of the payment service or if these have any impact on the user of the payment service, directly or indirectly, the Bank has the right not to carry out a payment order, not to transfer the funds included in the order and to return the funds to the user of the payment service.

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

## 4 Receipt of a payment order and commencement of execution of payment

### Receipt

A payment order is considered to have been given when the payer's payment service provider has received it in an approved manner.

The time of receipt of a SEPA instant transfer order is the time at which it is received by the payer's payment service provider, regardless of the time of day or calendar day. For a non-electronic SEPA instant transfer order, the time of receipt of the payment order is considered as being the time

at which the information is added to the payer's payment service provider's system after receipt of the payment order.

Determination of the commencement date is notified in a branch office, agreed upon in payment service agreements or stated in service descriptions.

### Commencement of execution

The execution of a payment order received on a banking day will commence at the latest on the following banking day. The commencement date of a payment order received on a non-banking day is the following banking day.

The bank will commence executing SEPA instant transfers as soon as the payer has accepted the payment order or at a later date and time agreed by the payer provided that there is no obstacle to the execution of the payment order in accordance with section 6.

The payer and the payer's bank may separately agree that the execution of a payment order is commenced on a certain due date notified by the payer and which is later than the above-mentioned due dates, or on the day the payer makes the amount of the payment available to the bank. If the due date notified by the payment service user is not a banking day, the commencement date is the following banking day.

If the payment service user in the payment order has notified a due date which is earlier than the commencement date, the user's bank executes the payment order disregarding the due date unless the payment service user and their payment service provider have otherwise agreed.

When transmitting a payment, the payer's payment service provider, the intermediary bank or the payee's bank is not obliged to observe the purpose of the payment or any special requirements on time or other special circumstances, unless otherwise provided by law.

## 5 Funds required for the execution of a payment order

The payer is responsible for ensuring that the payer's bank has received the funds required for the transmission of the payment order and for the service charges.

If a payment is debited from an account, the payer is responsible for ensuring that the account, at the time of the debit, contains sufficient funds for the payment and the service charges, as well as for the costs incurred by any necessary foreign exchange transaction.



If the due date of the payment is later than the date of issuance of the payment order, the funds must be in the account at the beginning of the due date, unless otherwise agreed.

## **6 Non-execution of a payment order**

The payer's bank is under no obligation to transfer the payment, even partly, if the payment order does not meet the requirements set out in sections 3 and 5 above. Under the terms and conditions of the account, the bank has the right to refuse to approve the use of the account if there are insufficient funds in the account to transmit the payment, the use of the account is prevented for another reason, or there is some other justified reason for not executing the order, which may be related to, for example, suspicion of fraud or the bank's risk management. In addition, the provisions of section 3 above with regard to international sanctions is applied to the non-execution of a payment order.

Neither the payer's nor payee's bank is obligated to transmit the payment or part of it if a feature of the payment type, such as transmission speed (e.g. SEPA instant transfer) or the upper limit set for the payment does not allow the bank to examine the conditions for executing the payment in the manner deemed necessary or to transmit the payment.

The payment service user's bank notifies the user in the agreed manner of the non-execution of the payment order, unless such notification is prohibited by law.

The payee's bank is responsible for repaying the payment to the payer's bank if the payee's account agreement has terminated or if the use of the account is prevented for another reason, or if the payee of a money order has not retrieved the funds within the time notified by the payer in the money order.

## **7 Cancellation or amendment of a payment order**

If the payer is a consumer the payer has the right to cancel a payment order or amend the due date or the payment amount by notifying the bank accordingly in the agreed manner no later than the banking day prior to the due date. The cancellation or amendment must be made no later than on the banking day prior to the due date during the business hours of the bank or the service, by the time notified by the bank.

If the payer is not a consumer, the payer has the right to cancel a payment order or amend the due date or the payment amount by notifying the bank accordingly no later than the banking day prior to the due date, unless otherwise agreed by the payer and the bank. Unless otherwise agreed, the cancellation or amendment must be made no later than on the

banking day prior to the due date during the business hours of the bank or the service by the time notified by the bank.

Nevertheless, the payer does not have the right to cancel or amend a payment order it has given to the bank when the bank has commenced executing the order, debited the payer's account, given a receipt on the execution of the payment, or issued a receipt for the payment.

## **8 Timetable for the commencement of executing a payment order**

The payer's bank debits the payer's account with the payment amount on the due date stated in the payment order.

If it has been impossible, due to lack of funds, to debit the payment order on the notified due date, the payer's bank may debit the payer's account with the payment amount within three (3) banking days from the due date notified in the payment order. In which case, the commencement date of execution of the payment order is instead of the due date notified by the user, the banking day when the account contains sufficient funds for debiting the account, however, by no later than on the third (3rd) banking day from the due date. The payer is responsible for any consequences caused by the delay. If the payment type concerned, such as an SEPA instant transfer, is transmitted on all days of the week, the payer's bank will debit the payer's account immediately after receiving the payment order. If the order cannot then be debited due to lack of funds, the payer's bank will not transmit the payment.

When the payer's and payee's accounts are in the same bank, the funds are paid into the account specified by the payer in the payment order no later than on the banking day following the commencement date.

When the payer's and payee's accounts are in different banks, the funds are paid into the payee's bank account by no later than the banking day following the commencement date. If the payment crosses a national border, the funds will be paid into the account of the payee's bank no later than by the business day following the commencement date of execution of the order.

A SEPA instant transfer is executed within 10 seconds after receipt of the payment order, provided that the payer's payment service provider has, after the time of receipt of the payment order for the instant transfer, checked whether all the necessary conditions for processing the payment transaction are met.

The payee's bank will pay the funds into the account notified by the payer in the payment order immediately when the

funds have been paid into the account in the payee's bank, the payee's bank has received the information on payment of the funds to the payee's account as stated in section 3, or the funds have been made available to the payee. The payee's bank has the right to suspend the execution of the order in order to obtain necessary further instructions or information.

## **9. Cash-related services**

### **9.1 Cash in transit service**

The bank may receive an order to transfer cash to be counted and credited to an account. The funds will be credited to an account in the receiving bank at a time agreed upon separately when the authenticity of the funds has been verified and the amount of the cash has been counted.

### **9.2 Cash deposit to own account**

The bank may receive cash to be credited to the payment service user's own account in the same bank.

If the account holder is a consumer, the bank will credit the account with the funds immediately when the authenticity of the funds has been verified and the funds have been counted.

If the account holder is not a consumer, the account holder's bank will credit the account by no later than on the following banking day after the authenticity of the funds has been verified and the funds have been counted.

The bank may require that the cash is first deposited in the payer's bank and then the payer's bank executes the transfer in accordance with these terms and conditions.

### **9.3 Cash payments**

The bank may receive an order for a cash payment. The execution of the payment order will commence after the authenticity of the funds has been verified and the amount of funds has been counted.

The bank may require that the cash is first deposited into the account of the issuer of the payment order in the bank concerned, after which the bank executes the account transfer or money order.

The payer's bank will execute the order by no later than on the second (2nd) banking day after the commencement date.

## **10 Payment envelopes**

The payer may give an order in a payment envelope on account transfers to be executed by its service provider, if the bank provides such a service. The payer may leave the payment envelope at the payer's own bank's reception point or for delivery by postal services.

A payment order is deemed to have been received for execution no later than on the fourth (4th) banking day after the payer left the payment envelope at the payer's own bank's reception point.

A payment order which has been left for delivery by postal service is deemed to have been received by no later than on the fourth (4th) banking day after the delivery at the bank's service point by the postal service.

## **11 Details to be given to the payee's bank and to the payee and the payee's verification service**

### **Details to be provided to the payee's bank**

The payer's bank has the right to give the payee's bank the details stated in section 3 of these terms and conditions. Along with the payment, also other details required for the transfer of payments are given. In account transfers, the account holder's name is given as the name of the payer.

If the payment order is based on a payment service using a verification of payee (VoP) service, the payee's bank returns information via the service as to whether the account identified in the order is the payee's account. The account holder and payee information either match, closely match or do not match.

In conjunction with the payment order, the payer provides the information to be verified in the payee's verification (VoP) service. The VoP service returns to the payer a comparison of whether the payee's account holder information matches the information provided by the payer. If the VoP service indicates that the information does not match at all or fully and the payer authorises the transfer of funds regardless, authorisation of the payment transaction may result in the funds being transferred to the wrong payee. In such cases, the bank is not liable to compensate for the transfer of funds to the wrong payee.

### **Details to be provided to the payee**

The payee's bank provides the payee with information on the payment transaction in a separately agreed manner.

The payee's bank may be obligated to notify the payee of the payer's name. However, the bank is not responsible for notifying the payee of the identifying details of the payer given to identify the payer, such as the personal identity code.

## **12 The service provider's responsibility for the execution of a payment and limitations of responsibility**

The responsibility of the payer's bank for the execution of a payment ceases when the details for the payment have been sent to the payee's bank and the funds of the payment have

been transferred to an account in the payee's bank. If the funds for the payment transaction have not been paid to an account in the payee's bank within the time stated in section 8 of these terms and conditions, the payer's bank is responsible for reimbursing the payer with the expenses and the interest for the payment transaction, which the payer has had to pay or which the payer does not receive due to delay or error by the bank. If the payer is not a consumer, the payer's bank is responsible for reimbursing the payer with no more of the interest paid by the payer than the reference rate stated in section 12 of the Interest Act (633/1982).

The payer's bank is not responsible for any loss caused by delay if the delay is due to the fulfilment of legal obligations by the bank or other party involved in the payment transaction, such as a sanctions check or an investigation into suspected fraud.

In the event of a SEPA instant transfer, the payer's bank notifies the payer when the payment has been executed and the funds have been transferred to the payee's account. If the payment has not been executed, the bank returns the funds to the account from which they were debited. If the payer's account has been debited and the bank has subsequently returned the funds to the payer even though the payee's account has been credited, the bank is entitled to debit the payer's account for the amount unduly returned. If there are insufficient funds in the account, the payer is obliged to reimburse the bank.

Notification of the execution of the payment order is sent to the payer in the service channel used at any given time, depending on the payment service.

A payment service user must notify its bank of a non-execution of, faulty execution of or an unjustified payment transaction without undue delay from having noticed it. If the payment service user is a consumer, the user must in any case make a notification no later than within thirteen (13) months from the execution of the payment transaction, the debiting of the monetary amount from the user's account or the crediting of the monetary amount to the user's account. The time limit does not start running unless the user's bank has notified the user of the payment transaction in the agreed manner. If the payment service user is not a consumer, the notification must be given within one (1) month from the transactions mentioned above in this section.

When a consumer who is a payment service user reports an unauthorised payment transaction, the bank may return the

account to the state it was in before the unauthorised transaction was charged immediately, but by no later than the business day following the report. If it later transpires that the bank was not responsible for the loss, the bank is entitled to debit the payer's account with the funds returned and the payer is obliged to reimburse the funds. The bank may, at its discretion, make a refund at a later date in situations where the division of responsibility between the bank and the customer requires further clarification. In such cases, the refund will be made at the latest after the division of responsibilities has been clarified.

If a payment transaction has remained non-executed or if it has been executed in a faulty or unjustified manner due to the bank, the payer's bank will reimburse the payer with the payment amount debited from the payer's account, without due delay.

The payer's bank is not obliged to make a reimbursement if it can prove that the payee's bank has received the monetary amount for the payment transaction within the time notified in section 8 of these terms and conditions. In such a case, the payee's bank must immediately pay the amount of the payment transaction into the payee's payment account or make it available to the payee.

If the payee's bank has not paid the funds into the payee's account within the time stated in section 8 of these terms and conditions, the payee's bank is obliged to reimburse the costs and interest charged for the payment transaction, which the payee has had to pay or which the payee has not received due to a delay or error on part of the payee's bank. If the payee is not a consumer, the payee's bank is obliged to reimburse no more of the interest paid by the payee than the reference rate stated in section 12 of the Interest Act (633/1982).

A payment service user is not entitled to reimbursement of funds or service charges or of interest due to non-execution of a payment or if a payment has been executed in a faulty manner due to the service payment user. Nor is a service payment user entitled to reimbursement for a delay in payment if the payment has been delayed due to the service payment user.

The payer's bank is not responsible for the execution of a payment if the payment has not been executed due to incorrect or incomplete details given to the bank by the payer.

The payer's bank is not responsible for the payee's bank's operations, or for its solvency.

### 13 Tracing a payment transaction

If a payment transaction has not been executed or if it has been executed incorrectly, the bank will, at the request of the payment service user, commence tracing the payment transaction and will notify the user of the result.

If the payment service user has provided the identification details of the payee's service provider or the account number referred to in section 3 above incorrectly, the bank is not obliged to commence tracing the payment transaction. The payer's bank will, however, endeavour to make reasonable efforts to recover the funds of the payment transaction.

### 14 Service providers acting on behalf of the payer

A payment order may be issued to the bank through the provider of a payment initiation service or another party authorised by the payer in a manner approved by the bank.

The bank will execute the payment orders it receives through third parties acting on behalf of the payer in accordance with these terms and conditions. Payment orders received by the bank through the payment initiation service cannot be cancelled.

The bank has the right to disclose all the information concerning the initiation of the payment transaction and all available information concerning its execution to the party through which the payment order was received. The identifiers given by the bank will be used as reference information for identifying the payment.

The bank has the right to reject payment orders submitted by a third party if it has a justified reason to suspect unauthorised or fraudulent use of the payment account by the third party.

If the payer claims that a payment order initiated through a third party has been left unexecuted or has been executed without authorisation, incorrectly or with a delay, the payer is obliged to provide the bank, without delay, with a statement on the third party's performance and on the manner in which the bank received the payment order.

The bank is not liable for the actions of providers of payment initiation services or other parties authorised by the customer, nor for their neglect, unless regulated otherwise by mandatory law.

### 15 Correction of the bank's own error

The bank has the right to correct errors resulting from its own actions in the transmission of payments, such as misprint,

miscalculation or a similar technical error, even if the payment has already been entered in the payee's account. The bank will endeavour to rectify the error as soon as possible after the error was noticed, however, always within reasonable time after the error was made. The bank will notify the account holder of the error and its correction without delay. Correction of the error must not cause an overdraft of the account holder's account without the consent of the account holder.

### 16 Liability for damages and limitations of liability

In addition to the interest and charges referred to in section 12 of these terms and conditions, the payment service user's bank is only liable to reimburse the user for the direct damages arising from an action taken by the user's bank in breach of either the Payment Services Act or these terms and conditions in connection with the transfer of payments. Such direct damages are the necessary investigation costs incurred by the user in investigating the fault or negligence. The user of the payment service has no right to receive compensation from their bank for direct damages unless the user notifies the bank of the error within a reasonable time from the date of having noticed the error or should have noticed it.

The payer's bank, the intermediary bank or the payee's bank is not liable for any indirect damages incurred by the payer, payee or a third party due to an error or negligence in the transfer of payments.

The payment service user must take reasonable measures to limit their damage. If the payment service user fails to do so, they will be liable for the damage in this regard. Compensation for damages payable by the bank on the basis of the law or these terms and conditions may be adjusted if it is unreasonable, taking into account the reason for the breach, any contribution of the payment service user to the damage, the consideration to be paid for the payment service, the bank's ability to anticipate and prevent the occurrence of damage, and other circumstances.

The payment service user is liable for all damages arising from non-execution of a payment due to the fact that the bank is unable to transfer the payment because of lack of funds, termination of the account agreement or prevention of use of account, as well as for damages arising from breach of law or agreement by the payment service user.

### 17 Termination of payment transmission

The bank's responsibility for transmitting a payment ceases when the validity of the account agreement or other service agreement terminates. When the agreement is terminated or cancelled, the payment service user is responsible, prior to

the termination of agreement, for cancelling the payment orders for which the due date stated falls after the termination of the agreement. The bank is not responsible for notifying of the non-execution of such payments as stated in section 6.

If the payment service user is in material breach of these terms and conditions or uses services indicated by these terms and conditions contrary to their purpose, the law or good practice, the bank has the right to cancel the payment transmission of the user immediately.

### 18 Service charges and fees

The payment is transmitted in full to the payee. The payer and the payee are each liable for the service charges and fees of their own bank debited for the execution of the payment transaction.

The bank has the right to charge the service charges and fees for a payment order, stated in the list of service charges or separately agreed upon for the payment order. The bank has the right to collect and debit the service charges and fees from the payment service user's account.

The bank has the right to claim reimbursement of the service charges and fees stated in the list of service charges for tracing a payment transaction and for obtaining reimbursement of the funds if the payment service user has given an incorrect account number or other comparable incorrect information.

The bank has the right to collect the service charges and fees stated in the list of service charges for undue investigation of a payment transaction, if the payment transaction is shown to have been executed in a fully correct manner.

If the bank and the payment service user have agreed that a payment order may be cancelled later than within the time stated in section 7 of these terms and conditions, the bank has the right to collect the service charges and fees stated in the list of service charges for the cancellation of the payment order.

The bank has the right to collect the service charges and fees stated in the list of service charges for a notice of a non-execution of a payment order.

If other costs are incurred from the transmission of a payment, the payer is responsible for reimbursing the payer's bank with them, in arrears.

### 19 Amendments to the list of service charges and the terms and conditions for transmission of payments

The bank has the right to amend its list of service charges and these terms and conditions.

Any amendment to these terms and conditions and to the list of service charges also applies to payment orders which have been given to the bank prior to the day the amendment enters into force, but which are executed only after the amendment has entered into force.

#### 19.1 The payment service user is a consumer

The bank of the payment service user notifies the user in writing or electronically of amendments to the list of service charges or to these terms and conditions. The amendment enters into force from the date notified by the bank, however, no earlier than two (2) months after the notification has been sent.

The transmission of payments continues as stated in the amended terms and conditions unless the payment service user, by the date the amendment is notified to enter into force, notifies the bank in writing, or in an electronic manner agreed on separately, that they object to the amendment. The payment service user has the right to terminate this agreement with immediate effect prior to the date the amendment enters into force. On termination of the agreement, the bank has the right to terminate the transmission of payments immediately.

#### 19.2 The payment service user is not a consumer

The bank of the payment service user notifies in writing or electronically of such amendment to the terms and conditions which essentially increases the user's responsibilities or decreases their rights, and which is not due to a change in the law, orders by the authorities or amendments of the banks' payment transmission systems. The bank will notify of the amendment at least one (1) month prior to the proposed date of the amendment entering into force.

The bank will notify of any other amendment of the terms and conditions by publishing it at a branch of the bank or on the bank's website. The bank will notify of an amendment of a service charge or fee by publishing it in its list of service charges. Such amendments will enter into force on the date notified by the bank.

### 20 Notifications between the bank and the payment service user, and languages used in communication between them

The payment service user's bank sends notices concerning these terms and conditions in writing to the address notified

to the bank or the Digital and Population Data Services Agency or electronically. The payment service user is deemed to have received the notice no later than on the seventh (7th) day after the notification has been sent.

The payment service user sends notices concerning these terms and conditions to the bank in writing or in another agreed manner. The bank is deemed to have received the notice no later than on the seventh (7th) day after the notification has been sent.

The payment service user may communicate with the bank in Finnish or Swedish. If the payment service user wishes to use a language other than Finnish or Swedish, they will be responsible for acquiring the necessary interpretation service and for paying the costs involved.

## 21. Force majeure

Neither contracting party is responsible for damage if it can prove that it has been prevented from meeting an obligation by an exceptional and unforeseeable reason that is beyond its control, and the consequences of which it could not have avoided by exercising due diligence. Neither is the bank responsible for damage arising from performance of any obligation hereunder if such performance were against any obligations imposed on the bank by law.

A contracting party is responsible for notifying the other party as soon as possible of having been affected by force majeure. The bank may notify of force majeure for instance by publishing the announcement on its website or in a national newspaper.

## 22 Transfer of agreement

Rights and obligations based on the agreement between the payment service user and the bank are binding upon the receiver of the business activities, should the bank merge or de-merge or transfer all or part of its business activities.

## 23 Customer advisory service and out-of-court redress mechanisms

In matters arising from an execution of payment or from these terms and conditions, the payment service user should always first contact their own bank.

A consumer or a small business may refer disputes arising from these terms and conditions to the Finnish Financial Ombudsman Bureau (FINE, [www.fine.fi](http://www.fine.fi)) or to the Banking Complaints Board operating in conjunction with the Bureau. A consumer may have their disputes processed by the Con-

sumer Disputes Board (KRIL, [www.kuluttajariita.fi](http://www.kuluttajariita.fi)). A payment service user may inform the Financial Supervisory Authority ([www.finanssivalvonta.fi](http://www.finanssivalvonta.fi)) of the bank's action.

## 24 Place of jurisdiction and applicable law

### 24.1 The payment service user is a consumer

Any disputes arising from these terms and conditions will be settled in the district court of the jurisdiction where the bank has its registered office or principal place of administration, or in the district court of the place of jurisdiction in Finland where the payment service user has their domicile or permanent place of residence. If the user does not have a residence in Finland, disputes will be settled in the district court of the jurisdiction where the bank has its registered office or principal place of administration.

### 24.2 The payment service user is not a consumer

Any disputes arising from these terms and conditions will be settled in the district court of the jurisdiction where the bank has its registered office or principal place of administration, or in any other competent district court in Finland.

### 24.3 Applicable law

These terms and conditions and the payment orders referred to in these terms and conditions are governed by Finnish law.

### 24.4. Privacy notice

The bank stores and processes personal data concerning its agents, employees and owners relating to the customer and the customer's banking relationship in order to provide services and solutions to the customer and to comply with the legal requirements that apply to companies operating in the financial sector. The privacy notice at [www.danskebank.fi/tietosuojatieto](http://www.danskebank.fi/tietosuojatieto) provides information about what personal data the bank stores, how the bank processes the data and what the rights are related to the processing of personal data. The privacy notice is also available in writing and also includes the bank's contact information in the event of any questions about data protection.

When the customer, or anyone on behalf of the customer, provides the bank with personal data, the customer confirms that the disclosing party has the right to disclose such personal data. The customer also undertakes to ensure that each person has been informed of where to find the bank's privacy notice.



## General terms and conditions for Outgoing and Incoming Currency Payments

These are Danske Bank's general terms and conditions for payment transfers.

If inconsistency between the different language versions occurs, the terms and conditions in Finnish prevail. These terms and conditions shall become valid on 1 January 2020.

### 1. Scope of application of the terms and conditions

Unless otherwise agreed, these general terms and conditions shall be applied

- to account transfers, money orders and cash services stated in these terms and conditions, in all other currencies than euro, disregarding where the service provider of the payer or the payee has its established office, and
- to payments in euro in which a service provider of a payer or a payee whose established office is outside the general euro payment area is involved.

These general terms and conditions shall be applied also to payment orders given by the payer to his bank to issue a cheque to be used for a foreign payment. In other respects, the act governing cheques shall be applied to cheques.

These general terms and conditions shall not be applied to cashing foreign cheques. Separate General terms and conditions for cashing of foreign cheques shall be applied to cashing of foreign cheques.

In addition, the relevant account agreement and possible other service agreements shall be applied to the execution of payment orders.

### 2. Definition of terms

**Commencement date** is the banking day on which the payer's bank commences to execute a payment order.

**BIC code** (Bank Identifier Code, ISO 9362) is the international code identifying the bank. The BIC code is also known as the SWIFT code.

**EEA payment** is an account transfer or a money order which is executed in another currency of a EEA state than euro between payment service providers with an established office within the EEA.

**EEA states** refer to the EU Member States and to the other states joined to the EEA (Iceland, Liechtenstein and Norway).

**Euro payment area (SEPA, Single Euro Payments Area)** is a single Europe-wide payments area created by European banks, the European Central Bank and the European Commission.

**IBAN** (International Bank Account Number, ISO 13616) is the international format of an account number.

**Consumer** is a natural person who, in the capacity of payment service user, agrees on a payment transaction primarily for purposes other than the user's trade or business.

**Payer** is the party giving a payment order.

**Payer's service provider** is the bank or the payment institution which receives a payment order and transfers it to an intermediary bank or to the payee's service provider.

**Payment system** is a system for the transfer of funds which has standardised routines and common rules for the treatment and clearing of and/or for the transfer of cover for payment transactions.

**Due date of a payment** is the day which the payer notifies its bank as the commencement date for the execution of a payment order.

**Money remittance** is an irrevocable instruction based on the payer's payment order given by the payer's bank to an intermediary bank or to the payee's bank to execute an account transfer or a money order.

**Money order** is a payment order by the payer to their bank to transfer assets to the payee.

**Payment service user** is the party who, based on its agreement with the bank, may use the payment service or services in the capacity of payer or payee, or both.

**Payee** is in account transfers the payment service user who has access to the account to which assets are transferred, in cheques the party to whom a cheque has been issued, and in

money orders the payment service user for whom the assets are made available.

**The payee's service provider** is the bank or the payment institution who receives the funds on behalf of the payee and transfers them to the payee's account or keeps them available to the payee.

**Payment transaction** is a procedure by which money is transferred, withdrawn or made available.

**Payment order** is an order given by the payer to their bank to execute a payment transaction as, for instance, an account transfer, a money order, or a cash payment or to issue a cheque. The final execution of a payment order includes the measures by the service provider to process the order and transmit the payment.

**Other payment** is a payment order where the service provider of the payer or the payee involved in the execution of a payment transaction has an established office outside the EEA and where the payment amount is in another currency than euro or the currency of another EEA nation.

**Banking day** is the day when the service provider of the payer or the payee is open for business so that it can execute the payment order on its part. In Finland banking days are weekdays Monday through Friday, with the exception of the Finnish holidays, the Finnish day of independence, 1 May, 24 December, midsummer's eve, and any day which cannot otherwise be regarded as a banking day.

**Bank connection** is a BIC code or another bank code identifying the bank of the payment service user.

**Urgent payment** is a payment order which, in the payer's bank, has priority over other payments as stated in these terms and conditions. The payer's bank is, however, not responsible for the fact that the urgent payment is transferred to the payee's bank in a shorter time than stated in these terms and conditions.

**Money transfer** is a service by which the bank receives cash to be transferred to the payee's account or to be made available to the payee.

**Cheque** is a cheque drawn in compliance with the act governing cheques in Finland, issued by a bank operating in Finland, to be used for foreign payments

**SWIFT cheque** is a cheque issued by an intermediary bank or the payee's bank as stated by law in the state of the issuing

bank. The sections in these terms and conditions concerning cheques shall also be applied to SWIFT cheques.

**Account transfer** refers to debiting the payer's payment account on the payer's initiative for a transfer of funds to the payee's payment account.

**Foreign value date** is in Other payments the day on which the funds for the payment are transferred to the intermediary bank or to the payee's bank. The foreign value date is not the day when the funds for the payment are made available to the payee, nor the reference time for interest. The practice concerning the foreign value date varies in different countries.

**Intermediary bank** is a bank or another institution which, in addition to the payer's service provider and the payee's service provider, is involved in the transfer of funds on an order by the payer's service provider or the payee's service provider.

### 3. Issuance of details for a payment order

The payer issues a payment order by giving the bank the necessary details for the execution of the payment. The payer consents to the execution of the payment order by signing a payment order form or by confirming the payment order using a personal or business identification code issued by the bank, or in another manner agreed upon with the bank.

The payer shall give at least the following details:

- details of the payer
  - name of the payer
  - any of the following details: address, date and place of birth of the payer, customer number given by the bank, personal or business identification number (for payments from account the bank may complete the payment details from its own systems for this part whereby the payer does not need to give the details in question separately).
  - account number, of the payment is debited an account
- details of the payee
  - name and address
  - bank connection (for instance BIC code)
  - account number (for instance in IBAN format)
- currency of the payment
- amount and due date of the payment
- manner of payment (for instance account transfer/money remittance/urgent payment/cheque)

details on who shall pay the expenses for the payment other details which the bank has notified as necessary for the transfer of the payment.



In addition, the payer's bank may grant the payer a possibility to give

- the payee details identifying the payment (reference number or message).

If requested, the payer shall prove his/her identity and specify the source of the funds and the purpose of their use. The bank is entitled to check the details of the payer.

The payer is responsible for the authenticity of the details of a payment order. The payer's bank is not responsible for correcting or completing a payment order, unless otherwise agreed. If, however, the bank on receipt of a payment order detects an error in it, it shall seek to notify the payer of the error as far as possible.

**An EEA payment is transferred to the payee solely based on the account number and the bank connection, even if the payer in addition has given other details for the execution of the payment transaction.**

The bank is entitled to transfer a payment based on the national part of the account number. The payee may direct the funds to a requested account by separately agreeing upon this with the payee's bank.

A money order is transferred to the payee based on the name and address of the payee as notified by the payer.

If the payer has not notified the manner in which the payment shall be executed, the payer's bank is entitled to choose the manner of executing the payment or to act in the manner indicated in section 6.

### 3.1 International sanctions

The Bank may compare payment information to the economic or other sanctions set by the European Union or the UN Security Council, as well as other sanctions, notices and provisions (hereinafter "international sanctions") issued by domestic and foreign authorities or other similar parties, such as the Office of Foreign Assets Control (OFAC) and, if necessary, require additional information about the payment from the user of the payment service, and to take the action required in the provisions mentioned above to comply with the international sanctions.

If, according to the Bank's estimates, sanctions imposed by the UN, the UK, the USA, the EU or any member state of the EEA (or a party acting on their behalf) or any locally competent authority are directed at the user of the payment service or if these have any impact on the user of the payment service, directly or indirectly, the Bank has the right not to carry

out a payment order, not to transfer the funds included in the order and return the funds to the user of the payment service.

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

### 4. Receipt of a payment order and commencement of execution of payment

A payment order is considered to have been given when the payer's bank has received it in a manner approved by the bank. The commencement date of the execution of a payment order received on another day than a banking day is the following banking day. A requirement for Other payments is in addition that the commencement day is a banking day in the states of establishment of all banks involved in the transfer of the payment.

If the execution of a payment order requires foreign exchange transactions, the payment order is, however, deemed to be received only when the necessary foreign exchange transaction has been executed. The payer is responsible for reimbursing the bank for the expenses of the foreign exchange transaction or its cancellation, if the payer cancels the payment order when the bank has already started executing the foreign exchange transaction.

However, the bank is not responsible for executing a payment order if the bank does not quote such a rate for the payment currency that it uses for transfer of payments. The bank may choose not to transfer the payment also for other justified reasons related to the payment currency.

The determination of the commencement day is notified in a branch office, is agreed upon in agreements on payment services, or is notified in the service description.

The payer and the payer's bank may separately agree that the execution of a payment order shall commence on a certain due date notified by the payer and which is later than the above-mentioned due dates, or on the day the payer makes the amount of the payment available to the bank. If the day notified by the payment service user is not a banking day, the commencement day is the following banking day, unless otherwise agreed. If the payment service user in the payment order has notified a due date which is earlier than the commencement day, the user's bank shall execute the payment order disregarding the due date, if the payment service user and the bank have not otherwise agreed.

When transferring a payment, the payer's bank, the intermediary bank or the payee's bank is not obliged to observe the purpose of the payment or any special requirements on time or other special circumstances, unless otherwise prescribed by law.

#### 5. Funds required for the execution of a payment order

The payer is not responsible for ensuring that the payer's bank has received the funds required for the transfer of the payment order and for the service charges.

If a payment is debited from an account, the payer is responsible for ensuring that the account, on the time of debit, holds sufficient funds for the payment and the service charges, as well as for the expenses incurred by the necessary foreign exchange transaction.

If the due date of the payment is later than the date of issuance of the payment order, the funds shall be in the account at the beginning of the due date, unless otherwise agreed.

#### 6. Non-execution of a payment order

The payer's bank is not responsible for commencing the execution of a payment order or for transferring a payment if the payment order does not meet the requirements set out in sections 3 and 5 above.

If the account to be debited does not have sufficient funds for the transfer of a payment, if the use of the account is prevented for another reason, or if there is another justified reason for the non-execution of the payment, the payer's bank is not responsible for transferring the payment or part of it.

The payment service user's bank shall notify the user in the agreed manner of the non-execution of the payment order, unless such notification is prohibited by law.

The payee's bank is responsible for repaying the payment to the payer's bank if the payee's account agreement has terminated or if the use of the account is prevented for another reason, or if the payee of a money order has not retrieved the funds within the time notified by the payer in the money order.

#### 7. Cancellation or amendment of a payment order

If the payer is a consumer the payer is entitled to cancel a payment order or amend the due date or the payment amount by notifying the bank hereof in the agreed manner no later than the banking day prior to the due date. The cancellation or amendment shall be made no later than on the banking day prior to the due date during the business hours of the bank or the service, by the time notified by the bank.

If the payer is not a consumer, the payer is entitled to cancel a payment order or amend the due date or the payment amount by notifying the bank hereof no later than the banking day prior to the due date, unless otherwise agreed by the payer and the bank. The cancellation or amendment must be made no later than on the banking day prior to the due date during business hours of the bank or the service by the time notified by the bank, unless otherwise agreed.

However, the payer is not entitled to cancel or amend a payment order given by it to the bank when the bank has commenced executing the order, debited the payer's account, given a receipt on the execution of the payment, or issued a cheque.

#### 8. Timetable for the commencement of executing a payment order

The payer's bank shall debit the payer's account with the payment amount on the due date notified in the payment order. If the due date is not a banking day, the payment shall be debited on the banking day following the due date.

If it has been impossible, due to lack of funds, to debit the payment order on the notified due date, the payer's bank may debit the payer's account with the payment amount within three (3) banking days from the due date notified in the payment order. Hereby the commencement date of execution of the payment order is instead of the due date notified by the user, the banking day when the account holds sufficient funds for debiting the account, however, no later than on the third (3rd) banking day from the due date. The payer is responsible for the possible consequences caused by the delay.

The bank is entitled to discontinue the execution of a payment order to receive necessary additional instructions or additional information.

#### 8.1 EEA payments

##### Outgoing payments

When the payer's and the payee's accounts are in the same bank or banking group, the funds shall be paid to the payee's account notified by the payer in its payment order, no later than on the following banking day from the commencement day.

When the payer's and the payee's accounts are in different banks or banking groups, the funds shall be paid to the account in the payee's bank no later than on the following banking day from the commencement day.

If the payment order has been issued in paper format, the above mentioned times for executing the payment may be extended by no more than one (1) banking day.

#### Incoming payments

The payee's bank shall pay the funds to the account notified by the payer in the payment order immediately when the funds have been paid to the account in the payee's bank, the payee's bank has received the information on payment of the funds to the payee's account as stated in section 3, or the funds have been made available to the payee and the necessary foreign exchange transactions have been executed.

### 8.2 Other payments

#### Outgoing payments

If the payer has not notified a due date, the payer's bank shall commence executing the payment order no later than on the third (3rd) banking day after the bank has received the payment order or after a cheque has been issued.

If the payee's bank has its established office in another state than an EEA member state, the payee's bank shall transfer the funds to the payee as stated in the legislation of the state of establishment of the bank and in the agreement between the payee's bank and the payer.

#### Incoming payments

If the payment does not require foreign exchange transaction, the payee's bank shall credit the payee's account with payments in euro and EEA currencies or other currencies, or shall make the payments available to the payer immediately after the funds were paid to 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.

If the payment requires foreign exchange transaction and one of the currencies is other than euro or EEA currency, the payee's bank shall credit the payee's account with payments or make them available to the payee no later than on the third (3rd) banking day after the funds were paid to 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.

### 9. Cash-related services

#### 9.1 Cash in transit service

The bank may receive an order to transfer cash to be counted and credited to an account. The funds shall be credited an account in the receiving bank at a time agreed upon separately when the authenticity of the funds has been checked, the

amount of the cash has been counted and the necessary foreign exchange transactions have been executed.

#### 9.2 Cash deposit in an EEA currency to an own account in the same currency

The bank may receive cash to be credited the payment service user's own account in the same bank.

If the account holder is a consumer, the bank shall credit the account with the funds immediately when the authenticity of the funds has been checked, the funds have been calculated and the necessary foreign exchange transactions have been executed.

If the account holder is not a consumer, the account holder's bank shall credit the account no later than on the following banking day after the authenticity of the funds has been checked, the funds have been counted and the necessary foreign exchange transactions have been executed.

#### 9.3 Cash deposit in a non-EEA currency to own account

The bank may receive cash in a non-EEA currency to be debited to the payment service user's own account in the same bank.

The payee's bank shall credit the account with the funds within two (2) banking days after the authenticity of the funds has been checked, the amount of the funds has been counted and the necessary foreign exchange transactions have been executed.

#### 9.4 Cash payments

The bank may accept a payment order on transfer of cash, or issue a cheque. The execution of the payment order or issuance of the cheque shall commence when the authenticity of the funds has been checked, the amount of the funds has been counted and the necessary foreign exchange transactions have been executed.

The bank may require that the cash is first deposited on an account of the issuer of the payment order in the bank in question, after which the bank shall execute the account transfer, the money order or issue a cheque. Depositing cash to an account requires a completed execution of the foreign exchange transaction.

The payer's bank shall execute a payment order of an EEA payment in such a manner that the funds for the payment are deposited to the payee's account no later than on the fifth (5th) banking day after commencement day. The bank shall commence executing any other payment no later than on the fifth (5th) banking day after receipt of the payment order.

## 10. Payment envelopes

The payer may give an order in a payment envelope on account transfers to be executed by its service provider, if the bank provides such a service. The payer may leave the payment envelope at the payer's own bank's reception point or for delivery by postal services.

A payment order is deemed to have been received for execution no later than on the fifth [5th] banking day after the payer left the payment envelope at the payer's own bank's reception point.

A payment order which has been left for delivery by postal service is deemed to have been received no later than on the fifth [5th] banking day after the delivery at the bank's service point by postal service.

## 11. Details to be notified to the payee's bank and the Payee

The payer's bank is entitled to give the payee's bank the details stated in section 3 of these terms and conditions. Along with the payment also other necessary details for the transfer of payments shall be given. In account transfers, the account holder's name shall be given as the name of the payer.

If a bank that has its established office outside the EEA is involved in the execution of a payment transaction, the payee's bank located in Finland is responsible for giving the payee only the details stated in the payment transaction.

The payee's bank shall give the payee the details of the payment transaction in a manner agreed upon separately. The payee's bank may be obligated to notify the payee of the payer's name. However, the bank is not responsible for notifying the payee of the identifying details of the payer given for the identification of the payer, such as the personal identity code.

## 12. The service provider's responsibility for the execution of a payment and limitations of responsibility

The bank is not obliged to execute a payment order unless the bank quotes such a rate for the payment currency that the bank uses in the transfer of payments.

### 12.1 EEA payments

The responsibility of the payer's bank for the execution of a payment ceases when the details for the payment have been sent to the payee's bank and the funds of the payment have been transferred to an account in the payee's bank. If the funds for the payment transaction have not been paid to an account in the payee's bank within the time stated in section

8.1 of these terms and conditions, the payer's bank is responsible for reimbursing the payer with the expenses and the interest for the payment transaction, which the payer has had to pay or which the payer shall not receive due to the bank's delay or error. If the payer is not a consumer, the payer's bank is responsible for reimbursing the payer with no more of the interest paid by the payer than the reference rate stated in section 12 of the Interest Act.

A payment service user shall notify its bank of a non-execution of, faulty execution of or an unjustified payment transaction without undue delay from having noticed it. If the payment service user is a consumer, the user shall in any case make a notification no later than within thirteen [13] months from the execution of the payment transaction, the debiting of the monetary amount from the user's account or the crediting of the monetary amount to the user's account. The time limit does not start running unless the user's bank has notified the user of the payment transaction in the agreed manner. If the payment service user is not a consumer, the notification shall be given within one [1] month from the transactions mentioned above in this section.

If a payment transaction has remained non-executed or if it has been executed in a faulty or unjustified manner due to the bank, the payer's bank shall reimburse the payer with the payment amount debited the payer's account, without due delay.

If the funds for a payment transaction have not been credited to an account in the payee's bank within the time stated in section 8.1 of these terms and conditions, the payer's bank is responsible for reimbursing the payer primarily with the interest and the expenses that the payer has had to pay due to the delay or error.

The payer's bank is not obliged to make a reimbursement if it can prove that the payee's bank has received the monetary amount for the payment transaction within the time notified in section 8.1 of these terms and conditions. In such a case, the payee's bank must reimburse the payee's payment amount with the monetary amount for the payment transaction immediately, or make the monetary amount available to the payee.

If the payee's bank has not paid the funds to the payee's account within the time stated in section 8.1 of these terms and conditions, the payee's bank is obliged to reimburse the expenses and interest charged for the payment transaction, which the payee has had to pay or which the payee has not received due to a delay or error on part of the payee's bank. If the payee is not a consumer, the payee's bank is obliged to

reimburse no more of the interest paid by the payee than the reference rate stated in section 12 of the Interest Act.

A payment service user is not entitled to reimbursement of funds or service charges or of interest due to non-execution of a payment or if a payment has been executed in a faulty manner due to the service payment user. A service payment user is not either entitled to reimbursement for a delay in payment if the payment has been delayed due to the service payment user.

The payer's bank shall not be responsible for the execution of a payment, if the payment has not been executed due to incorrect or incomplete details given the bank by the payer.

The payer's bank is not responsible for the payee's bank's operations, or for its solvency.

#### 12.2 Other payments

A bank which is involved in the execution of a payment order is not responsible for the operations of the other parties involved in the execution of the payment order, or for their solvency.

A payment service user is not entitled to a reimbursement of funds or service charges or interest if the payment has not been executed or if it has been executed incorrectly due to the payment service user. Neither is a payment service user entitled to reimbursement due to a delay in payment, if the delay of the payment is due to the payment service user.

A payment service user shall notify its bank of a non-execution of, faulty execution of or an unjustified payment transaction without undue delay from having noticed it.

#### Outgoing payments

The payer's bank is responsible for the dispatch of the payment order within the time stated in section 8.2 and for making the payment order available to the intermediary bank the bank has chosen, or when a cheque has been issued as stated in the payment order received by the payer's bank.

The payer's bank is not responsible for the execution of a payment when the details of the payment and the cover for it have been transferred to the intermediary bank, or when a cheque has been issued.

#### Incoming payments

The payee's bank is responsible for ensuring that the funds are transferred to the payee's account or made available to the payee as stated in section 8.2. The payee's bank is not responsible for the non-execution of the payment due to the

payer or the payer's bank, the intermediary bank or the payee.

#### 13. Tracing a payment transaction

If a payment transaction has not been executed or if it has been executed incorrectly, the bank commences to trace the payment transaction on request by the payment service user, and shall notify the user of the result.

If a user of the payment service has given an incorrect account number, the bank is not responsible for commencing to trace the payment transaction. The payer's bank shall, however, be required to make reasonable efforts to recover the funds of the payment transaction.

#### 14. Correction of the bank's own error

The bank is entitled to correct errors resulting from its own actions in the transmission of payments, such as misprint, miscalculation or a similar technical error, even if the payment has already been entered on the payee's account. The bank seeks to rectify the error as soon as possible after the error was noticed, however, always within reasonable time after the error was made. The bank shall notify the account holder of the error and its correction without delay. The correction of the error shall not cause overdraft of the account holder's account without the consent of the account holder.

#### 15. Liability for damages and limitations of liability

The service user's bank is liable to reimburse the user only with the direct damage arising from an action taken by the user's bank in breach of either law or these terms and conditions when transferring a payment. Such direct damages are necessary investigation charges incurred to the user for the investigation of the error. A payment service user is not entitled to receive compensation from his/her bank for indirect damages unless the user notifies his/her bank within a reasonable time after he/she detected or should have detected the error. If the payment is an EEA payment, the bank is liable to reimburse in addition to the direct damages also the interests and expenses referred to in section 12.1 of these terms and conditions in accordance with section 12.1.

The payer's bank, the intermediary bank or the payee's bank is not liable for possible indirect damages incurred to the payer, payee or third party from an error in the transfer of payments.

A payment service user shall take all reasonable actions to limit the user's damages. If the payment service user fails to do so, the user itself is responsible for the damage in this respect. Damages payable by the bank due to breach of law or these terms and conditions may be conciliated if the amount

is unreasonable in view of the reason for the breach, the payment service user's possible contribution to the damage, the amount of indemnification paid for the payment service, the bank's possibilities of foreseeing and preventing such damage, and to other circumstances.

A payment service user is responsible for all damages due to the bank arising from the lack of necessary funds for the execution of the payment order, the termination of an account agreement or from non-transfer of payment arising from the prevention to use the account, and for damages caused by the payment service user from breach of law or agreement.

Also other parties having been involved in the execution of a payment transaction are entitled to appeal to the limitations of responsibility in these terms and conditions.

#### 16. Termination of payment transfers

The bank's responsibility to transfer payments terminates when the time of validity of an account or other service agreement terminates. When the agreement is terminated or cancelled, the payment service user is responsible for cancelling the payment orders with a due date after the termination of the agreement, prior to the termination of the agreement. The bank is not responsible for notifying of the non-execution of such payments as stated in section 6.

If a payment service user is in considerable breach of these terms and conditions or uses the services indicated by these terms and conditions against their scope of use or law or good customs, the bank is entitled to terminate the transfer of payments immediately.

#### 17. Service charges and fees

The bank is entitled to charge the service charges and fees for a payment order, notified in the bank's list of service charges or which have been agreed upon separately from the payment service user. The bank is entitled to claim and debit the service user's account with the service charges and fees.

A payer is responsible for reimbursing the bank for the expenses of necessary foreign exchange transactions.

The bank is entitled to charge the service charges and fees notified in the bank's list of service charges for tracing a payment transaction and for obtaining reimbursement of the funds, if the payment service user has given an incorrect account number or other comparable incorrect information. However, the bank is always entitled to claim the payment service user with the charges it has had to pay the payer's or

payee's service provider involved in the execution of the payment transaction, whose established office is outside the EEA.

The bank is entitled to charge the service charges and fees as notified in its list of service charges for unnecessary tracing of a payment transaction, if the payment transaction is deemed to have been executed in a totally correct manner.

If the bank and the payment service user have agreed that a payment order may be cancelled later than within the time notified in section 7 of these terms and conditions, the bank is entitled to charge the service charges and fees notified in its list of service charges for the cancellation of the payment order.

The bank is entitled to claim the service charges and fees notified in its list of service charges for a notice on non-execution of a payment order.

If other expenses arise from the transfer of a payment, the payer's bank is entitled to be reimbursed for them by the payer in arrears.

#### 17.1 EEA payments

EEA payments are transferred to the payee to their full amount.

The payer and the payee are each liable for the service charges and fees claimed by their own bank for the execution of a payment order.

However, the parties can agree otherwise on the responsibility to pay service charges and fees if the payment transaction involves necessary foreign exchange transactions and one of the currency is other than EEA-currency.

#### 17.2 Other payments

The payer and the payee may agree on the division of the service charges arising from the execution of a payment transaction. The payer and the payee may also agree that the service charges and fees to be paid by the parties shall be deducted from the monetary amount to be credited the payee. The payer notifies the bank of the manner to be used for the debiting of the service charges and fees arising from the payment transaction.

The service providers and intermediary banks involved in the execution of a payment transaction may claim their own expenses from the payment service user. The payee is responsible for the service charges and fees claimed by the intermediary bank and the payee's bank, unless determined otherwise by the payer. If the payer has otherwise determined, the



bank shall only guarantee that the payment reaches the intermediary bank in full.

### 18. Currency rate practice

The currency rate used for the execution of a payment transaction is the foreign currency rate notified by the bank, unless otherwise agreed. Changes in the foreign currency rate shall be applied immediately without advance notice.

The bank keeps the foreign currency rates and details of its foreign currency rate practice available to the payment service user in its branch office in an electronic manner.

After the execution of a payment transaction, the bank notifies the payer of the foreign currency rate used, in writing or electronically, a manner agreed on separately.

An EEA payment and another payment to be reimbursed to the payer shall be credited the payer's account at the buying rate of the moment of reimbursement, unless otherwise agreed. However, the payer's bank is not responsible for using a better rate than the rate used on the commencement date of the execution of the payment order.

### 19. Amendment of the list of service charges and the terms of payment transfer

The bank is entitled to amend its list of service charges and these terms and conditions.

An amendment to these terms and conditions and to the list of service charges applies also to the payment orders which were given to the bank prior to the validity of the amendment, but which will be executed after the commenced validity of the amendment.

#### 19.1 The payment service user is a consumer

The payment service user's bank notifies the user in writing or in a separately agreed electronic manner of amendments to the list of service charges or to these terms and conditions. The amendment becomes valid from the date notified by the bank, however no earlier than two (2) months after the dispatch of the notice.

The transfer of payments continues as stated in the amended terms and conditions unless the payment service user by the notified date of commenced validity of the amendments notifies the bank in writing or in a separately agreed electronic manner of user's opposition of the amendment. The payment service user is entitled to cancel this agreement immediately up to the notified date of commenced validity of the amendments. On termination of the agreement, the bank is entitled to terminate the transfer of payments immediately.

#### 19.2 The payment service user is not a consumer

The payment service user's bank shall notify in writing or in an electronic manner of such amendment to the terms and conditions of agreement which essentially increase the user's responsibilities or decrease the user's rights and which are not due to an amendment to law, measure by authorities, or amendments to the banks' payment transfer system. The bank shall notify of the amendment no later than one (1) month prior to the suggested commencement date of validity of the amendment.

The user's bank shall notify of any other amendment to the terms and conditions by publishing it in the bank's branch office or on the bank's internet pages. The bank shall, however, notify of an amendment to its service charges or fees by publishing it in its list of service charges. Such amendments shall become valid on the date notified by the bank.

### 20. Notifications between the bank and a payment service user, and languages used in communication between them

The payment service user's bank sends notices on these terms and conditions in writing to the address notified to the bank or the Population Register Centre, or in a separately agreed electronic manner. The payment service user is deemed to have received the notice no later than on the seventh (7th) day after the dispatch.

The payment service user may send the bank notices on these terms and conditions in writing or in a separately agreed manner. The bank is deemed to have received the notice no later than on the seventh (7th) day after the dispatch.

In its banking business, the user may communicate with the bank in Finnish or Swedish in a manner agreed with the bank. If the payment service user wishes to use another language than Finnish or Swedish, the user shall acquire the necessary interpretation service and is responsible for the expenses incurred by this service.

### 21. Force majeure

Neither agreement party is responsible for damage if it is able to prove that it has been prevented from meeting an obligation by an unusual and unforeseen reason which it has not been able to influence and the consequences of which it could not have avoided by exercising due diligence. Neither is the bank responsible for damages arising from performance of any obligation under these terms and conditions if such performance were against any obligations imposed on the bank elsewhere by law.

An agreement party is responsible for notifying the other party as soon as possible of having been affected by force

majeure. The bank may notify of force majeure for instance by publishing the announcement on its internet pages or in a nationwide newspaper.

## 22. Transfer of agreement

Rights and obligations based on the agreement between the payment service user and the bank are binding upon the receiver of the business activities, should the bank merge or demerge or transfer all or part of its business activities.

## 23. Customer advisory service and out-of-court redress mechanisms

In queries on the execution of a payment or these terms and conditions, the payment service user shall always first contact its own bank.

A consumer or a small company may refer disputes arising from these terms and conditions to the Finnish Financial Ombudsman Bureau (FINE, [www.fine.fi](http://www.fine.fi)) or to the Banking Complaints Board operating as part of the Bureau. A consumer may have his/her disputes processed by the Consumer Disputes Board (KRIL, [www.kuluttajariita.fi](http://www.kuluttajariita.fi)). A payment service user may inform the Financial Supervisory Authority ([www.finanssivalvonta.fi](http://www.finanssivalvonta.fi)) of the bank's actions.

## 24. Place of jurisdiction and applicable law

### 24.1 The payment service user is a consumer

Disputes arising from these terms and conditions shall be settled in the district court of the jurisdiction where the bank has its registered office or principal place of administration, or in the district court of the place of jurisdiction in Finland where the payment service user has its domicile or permanent place of residence. If the user does not have a residence in Finland, disputes shall be settled in the district court of the jurisdiction where the bank has its registered office or principal place of administration.

### 24.2 The payment service user is not a consumer

Any disputes arising from these terms and conditions shall be settled in the district court of the jurisdiction where the bank has its registered office or principal place of administration, or in any other competent district court in Finland.

### 24.3 Applicable law

These terms and conditions and the payment orders referred to in these terms and conditions are governed by Finnish law.

## 24.4 Information about data protection

When dealing with the Bank in the capacity of being an individual, e.g. employee, director, beneficial owner and other individual associated to the Customer, the Bank registers and uses the personal data of the individuals to offer the Customer the best advice and solutions, and to comply with the legal requirements that apply to the Bank as a financial institution. More information about what such personal data the Bank registers, how the Bank uses it and the Customer's rights is written in the Bank's privacy notice [link] at [www.danskebank.dk](http://www.danskebank.dk), which can also be provided in hard-copy for the Customer. The notice also provides contact information if any questions arise.

When the Customer, or anyone on behalf of the Customer, provides the Bank with personal data, the Customer warrants that the Customer is entitled to disclose such personal data. The Customer also ensures that the person has been informed where to find the Bank's privacy notice.



# General terms and conditions for E-Invoices and Direct Payments

The terms and conditions for e-invoices and direct payments are applied to customers who have agreed on the reception of e-invoices or direct payments in eBanking.

These general terms and conditions for e-invoices and direct payments became effective on 31 December 2017.

When entering into a contract on the reception of e-invoices or direct payments, the customer accepts these general terms and conditions as binding upon himself/herself.

In addition to these general terms and conditions, the following terms and conditions valid at any given time, shall be applied to the service:

- Terms and Conditions for Danske Bank's Electronic Communications;
- General Terms and Conditions of Accounts;
- the Bulletin on Payment Services;
- General terms and conditions of Euro denominated payments for transmission within the Single Euro Payments Area;
- General Terms and Conditions for Outgoing and Incoming Cross-border Payments.

In addition, the description of the Finvoice transmission service and the Finvoice application guidelines of the Federation of Finnish Financial Services shall also be applied to the service. These documents are available on the Web pages of the Federation of Finnish Financial Services.

In the event of discrepancies between different language versions of these terms and conditions, the Finnish version shall prevail.

## 1. Definitions

The Customer is a natural person whose reception address is indicated in the invoice. The Customer may receive and pay e-invoices through eBanking. The direct payment service is intended for customers who do not use online banking services.

An **e-invoice** is an invoice in the format defined in the Finvoice application guideline that is intended to be delivered in electronic form to the Customer via eBanking.

The **Invoicing Party** delivers the e-invoice or direct payment to the Bank for further transmission.

The **Invoicing Party's Bank** is the bank or another provider of payment services to which the Invoicing Party sends the e-invoice or direct payment for transmission.

The Bank is Danske Bank A/S, Finland Branch and Finnish companies belonging to the same group as Danske Bank A/S.

A **Direct Payment** is a service defined in the Finvoice application guidelines in which the Bank automatically executes the payment of invoices agreed on with the Customer from the Customer's account on the due date as ordered by the Customer.

The **Reception Address** includes the address identifying the Customer and the identifier for the Bank. The international bank account number (IBAN) is used in the identifying address. The international bank identifier (BIC) is used as the Bank's identifier.

**eBanking** refers to a service package offered by the Bank to its Customer on the basis of a service contract, through which the Customer, by using his/her bank identifiers, can use the banking services or related services of other service providers by means of a remote communication method based on the Internet network or other data transfer network.

## 2. Description of the e-invoice

The Customer can agree on the receipt of e-invoices in eBanking either directly with the Invoicing Party or through the Bank via eBanking, in which case the Bank immediately notifies the Invoicing Party of the introduction of the e-invoice service.

The Invoicing Party is responsible for the delivery of the e-invoice to the Customer's eBanking service or to its own server. The e-invoice is deemed to have arrived with the Customer when the Invoicing Party has delivered the e-invoice to the Customer's eBanking service and the Bank has placed the e-invoice in the Customer's eBanking service to be paid and/or viewed by the Customer. The Invoicing Party or the Bank has no obligation to deliver the invoice transmitted as an e-invoice to the Customer in any other form.

Other account holders or authorised users having user rights to the Customer's account in their own eBanking service and/or to monitor the account transactions may in addition to the account transactions view the contents of e-invoices paid from the account and/or transferred for payment.

The Bank is responsible for ensuring that the e-invoice can be handled by the Customer in the Customer's eBanking service on the

second banking day following its arrival from the Sender's Bank, at the latest.

The Bank stores the e-invoice for the Customer in eBanking for at least two (2) months from the date it has been delivered to the Bank. After the storage period, the Bank has no obligation to store the e-invoice delivered to the bank or to deliver the e-invoice to the Customer in another form.

The Bank does not guarantee uninterrupted availability of the service.

Depending on the Invoicing Party, the e-invoice can also be kept available for the Customer solely on the Invoicing Party's server, where the Customer can browse his/her e-invoice and its specification and/or other information through a link in his/her eBanking service. In this case, the Invoicing Party for the e-invoice is responsible for keeping the e-invoice available, its storage and the storage time. The Bank is not responsible for links to the Invoicing Party's server, for their function, the contents of the service, nor for the fact that the data security of the Customer or third party could possibly be jeopardised by the use of the links.

The Bank is entitled to ban the use of the links if they may jeopardise the security of the transactions, or if they do not conform to law or good practice.

The Invoicing Party's invoice is based on a legal transaction between the Customer and the Invoicing Party in which the Bank is not involved. The Bank transmits invoices and other material delivered by the Invoicing Party in the form they have been received without checking the contents of the material or its grounds.

The Customer must check the e-invoice before it is paid, regardless of whether the Customer has given the Bank the right to debit the Customer's account with the amount of the specified e-invoice delivered by the Invoicing Party to the eBanking, on the due date. If the Customer does not approve the e-invoice for payment or has not given the Bank the right to automatically debit the e-invoice, the amount of the invoice will not be debited from the Customer's account. If the Customer has any objections to the content or grounds of the e-invoice, these must be addressed to the Invoicing Party.

The Bank is not liable for damages due to the Customer not approving the e-invoice, approving it for payment late or with changed payment information, or approving it without checking it.

### 3. Description of the Direct payment

The Direct payment is intended for recurring payment of the Customer's invoices. In the Direct payment service, the Bank automatically executes the payment of invoices agreed on with the Customer from the Customer's account on the due date as ordered by the Customer.

For effecting the Direct Payment, the Bank informs the Invoicing Party of the Customer's Reception Address and other necessary information included with the Customer's authorisation. The Bank transfers the information to the Invoicing Party via the Invoicing Party's bank.

The Invoicing Party sends the Customer an advance notification of invoices debited as Direct Payments in good time before the due date. If separately agreed between the Customer and the Invoicing Party, the advance notification may be replaced by another separately agreed method, such as an annual notification.

If the Customer has any objections concerning the advance notification, he/she must contact the Invoicing Party. The Invoicing Party is responsible for ensuring that the advance notification is consistent with the Direct Payment delivered to the Bank.

### 4. Service description

The Reception Address of the Customer's e-invoices and Direct Payments is the Customer's bank account number in the international IBAN format and Danske Bank's international bank identifier DABAFIHH.

In connection with the introduction of the Service, the Bank is entitled to terminate any payment agreement, for example a direct debit agreement or an agreement on repeat payments, possibly entered into by the Customer with the same Invoicing Party concerning the same invoice.

The Invoicing Party may reserve a handling period for implementing the changes to the Reception Address. E-invoices or Direct Payments may be sent to a Customer who has agreed to this. However, the Bank is not responsible for the Invoicing Party's actions and has no obligation to supervise whether the Invoicing Party observes the agreements it has entered into with the Customer.

Payments based on e-invoices or Direct Payments are transmitted as account transfers. The payment cannot be cancelled after it has been debited from the Customer's account. In the transmission of payments, the Bank applies the general terms and conditions of payment referred to above.

The Customer can prohibit the Bank from debiting an individual payment, or change the amount of an individual payment, until the

end of the opening hours of the Bank or the Service on the last banking day before the due date at the latest. By the request of the Invoicing Party the Bank is entitled to cancel the e-invoice or the Direct payment and remove the e-invoice from eBanking before the due date of the invoice.

The Bank will not inform the Invoicing Party separately of any changes to the amount or payment date.

The Bank will not provide a separate receipt of the debiting to the Customer. The debiting information will be made available to the Customer as agreed in the account agreement.

The Customer is responsible for ensuring that the account has sufficient funds for the payments at the latest on the banking day before the debit date. The Bank only undertakes to execute the payments on the due date specified by the Sender, if the account has sufficient funds to cover the payment.

The Bank is entitled to debit the account within three (3) banking days of the due date, provided that sufficient funds are available in the account at the time.

The Bank shall inform the Customer of any debiting failure and the reason for the failure as agreed, unless otherwise required by law.

The Customer can stop receiving e-invoices or Direct debits by notifying the Invoicing Party or the Bank.

## 5. The Bank's right to obtain, exchange, disclose and record information

The Customer agrees that the Bank is entitled to deliver the necessary Customer identification information related to the transmission of the e-invoice or Direct Payment to the Invoicing Party and the Invoicing Party's Bank.

## 6. Liability for damages

### 6.1 Direct damages

If the transmission of an invoice is prevented for a reason attributable to the Bank, the Bank has an obligation to compensate for direct damages, such as legal default interest and reasonable investigation costs.

### 6.2 Indirect damages

The Bank is not liable for any indirect damage to the Customer or a third party, such as profit or income not received, loss of income, time spent, tax consequences, loss of interest or other corresponding damages that the Bank cannot reasonably anticipate.

The Customer must immediately and nevertheless within 30 days notify the Bank of the Bank's error related to the operations according to the agreement and a potential claim related to it.

## 6.3 Limitation of loss

The Customer must take reasonable action to limit his/her losses. If the Customer neglects this, he/she shall become liable for the loss for this part.

## 7. Force majeure

The Bank is not liable for damages caused by the prevention of or delay in the transmission of e-invoices or Direct Payments due to force majeure or to other reasons that can be compared to force majeure which are causing unreasonable difficulties in the Bank's operations.

Such an impediment can be, for example:

- measures taken by authorities;
- war or threat of war, mutiny or riot;
- disturbance in the delivery of mail, automated data processing, transfer of information, or other electronic communications, or supply of power beyond the control of the Bank;
- interruption or delay in the Bank's operations caused by a fire or some other incident; or
- industrial action, such as a strike, lockout, boycott or embargo, even if the bank itself is not involved in it.

Force majeure or other of the above-mentioned conditions concerning banks or a subcontractor used by the banks will entitle the banks to interrupt the provision of services and the fulfilment of orders until further notice.

## 8. Changing the service price list and the general terms and conditions for e-invoices and Direct Payments

The Bank may change these general terms and conditions or its service price list.

The change in terms and conditions and service price list will become valid on the date stated by the Bank, in any case no earlier than at least two (2) months after the Bank has notified the Customer of the change. The Bank shall notify of any changes on its Web pages or otherwise in a manner agreed upon separately.

The agreement will remain valid with the changed terms and conditions, unless the Customer by the effective specified date notifies the Bank in writing or in another manner agreed on separately, that it does not approve the change. The Customer is entitled to terminate the agreement immediately up to the notified date of validity of the changes. Upon termination of the agreement, the Bank is entitled to cease transferring e-invoices and Direct Payments immediately.

### 9. Service charges and fees

The Bank is entitled to debit the Customer's account with charges according to the service price list for the reception service of e-invoices, arrival notifications of e-invoices and the storage of invoices, as well as Direct Payments, unless the service charges and their collection have been agreed on with the Customer separately. The service price list can be published on the Bank's Internet pages and is available from the Bank's branch offices.

### 10. Validity, termination and cancellation of the agreement

The agreement on the introduction of the e-invoice service and the Direct Payment will be valid until further notice.

The customer may terminate the agreement immediately without notice. The Bank has entitled to terminate the Agreement with two (2) month's notice. The notice shall be provided as a customer message through eBanking or in another manner, in writing. The reception of e-invoices terminates when the agreement terminates or when the Customer's eBanking Agreement terminates. The Direct Payment service is terminated when the Agreement terminates.

The Bank is entitled to interrupt the provision of the e-invoice and Direct Payment service due to the Customer's action in breach of contract, abuse, endangering the information security of the service, or a known technical malfunction.

### 11. Transferring the Agreement

The Bank is entitled to transfer the agreement of the Service in full or in part, including all its rights and obligations, to a third party without consulting the Customer. The Customer is not entitled to transfer the rights and obligations under the agreement.

### 12. Place of jurisdiction and applicable law

The use of the e-invoicing service and Direct Payments and these terms and conditions are governed by Finnish law. Any disputes arising from these terms and conditions shall be settled in the district court under whose jurisdiction the Bank's registered office or its principal place of administration falls, or in the Finnish district court under whose jurisdiction the Customer's domicile or permanent residence falls. If the user does not have a residence in Finland, dis-

putes shall be settled in the district court under whose jurisdiction the Bank's registered office falls or its principal place of administration falls.

### 13. Legal remedies outside courts of law

The Customer may also submit a dispute concerning the e-invoicing service and/or the Direct Payment and these general terms and conditions for consideration by the Finnish Financial Ombudsman Bureau, the Bank Board operating in connection with it or the Consumer Disputes Board.

## Bulletin on payment service

9 October 2025

This bulletin contains general advance information on payment services which the Bank must provide to a consumer customer before entering into a master agreement (hereinafter the "Bulletin on Payment Service").

### 1. Information on the service provider

Danske Bank A/S, Finland Branch (hereinafter "Bank")

- Business ID 1078693-2
- Visiting address of the main office:  
Televisiokatu 1  
00240 Helsinki, Finland  
Telephone number: +358 10 546 0000 (switchboard)

Danske Bank is registered in the trade register maintained by the National Board of Patents and Registration of Finland. Danske Bank has a credit institution licence in accordance with the Act on Credit Institutions.

The Bank's operations are supervised by:  
Finanstilsynet, Strandgade 29,  
DK-1401 Copenhagen K, Denmark,  
tel. +45 33 55 82 82, [www.finanstilsynet.dk](http://www.finanstilsynet.dk).

The operations of Danske Bank A/S, Finland Branch are supervised by:  
European Central Bank (ECB), Sonnemannstrasse 22,  
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:  
Financial Supervisory Authority, Snellmaninkatu 6, P.O. Box 103,  
FI-00101 Helsinki, Finland.

### 2. Customer service and service languages

A customer may contact the Bank's customer service in Finnish or Swedish, tel. +358 200 2580 (service in Finnish service) or +358 200 2570 (service in Swedish). In addition, the customer may contact the Bank electronically, in writing or by visiting one of the Bank's branch offices. Communication by telephone or electronically requires that the Bank is able to reliably verify the customer's identity.

The Bulletin on Payment Service, terms and conditions of agreement, and product and service descriptions are provided in Finnish and Swedish at the Bank's branches and on the Bank's website, [www.danskebank.fi](http://www.danskebank.fi). In the event of any discrepancies between the different language versions of the terms and conditions of agreement, product and service descriptions, or the Bulletin on Payment Service, the Finnish version shall prevail. The languages used may be agreed on more specifically in the product and service-specific terms and conditions.

### 3. Definitions

In this Bulletin on payment service:

**Consumer** refers to a natural person using a payment service and entering into an agreement concerning a payment transaction mainly for a purpose other than acting as an entrepreneur.

**Payer** refers to the party placing a payment order.

**Payment Instrument** refers to a payment card or other user-specific instrument or procedure that the payment service user and the service provider have agreed to use for payment orders.

**Payment Transaction** refers to an action through which funds are transferred, withdrawn or made available to a party.

**Payment Order** refers to an order placed by a user of a payment service with their Bank to execute a Payment Transaction as, among other things, an account transfer, a money order, a cash payment or through a payment card or another Payment Instrument. Execution of a Payment Order includes the measures by the service provider to process the order and transmit the payment.

**Payment Instrument Holder** refers to a person to whom the Bank has granted the Payment Instrument and who can use the Payment Instrument on the basis of an agreement with the Bank

**Banking Day** refers to any day on which the Bank is open so that it may, for its part, execute the Payment Transaction.

The Banking Day may be any weekday, and is determined according to when the Bank or the service provided by the Bank is open. The Bank notifies of its opening hours separately.

**Master Agreement** refers to an account or other agreement on the basis of which individual or consecutive Payment Transactions may be executed.

**Identifier** in electronic communication refers to an instrument of the person's electronic identification and signature which is approved by the Bank (e.g., eBanking identifiers or the PIN code of a card).

**PIN Code** refers to a secret sequence of numbers handed over by the Bank to the card holder, using which the cardholder accepts charges made through the card.

## 4. Payment services

### 4.1 About payment services in general

Payment services include services associated with

- the making of a cash deposit to a payment account or withdrawal of cash from a payment account,
- the management of a payment account or the making of an offer,
- the execution of a payment transaction as an account transfer, transfer of funds to a payment account, direct payment or through a payment card or another Payment Instrument,
- the issue of a Payment Instrument,
- a transaction credit concerning a Payment Transaction executed using a Payment Instrument, and
- transfer of money (such as money orders).

The Bulletin on Payment Service and any special and general product and service-specific terms and conditions apply to payment services. In the event of any discrepancies between the Bulletin on Payment Service and the product or service-specific terms and conditions, the General and specific product and service-specific terms and conditions shall prevail.

The terms and conditions are available on the Bank's website ([www.danskebank.fi](http://www.danskebank.fi)) and from the Bank's branches. The Customer has, on request at any time during the contractual relationship, the right to receive the terms and conditions of the Master Agreement and the Bulletin on Payment Service from the Bank in writing or another permanent manner.

## 4.2 Main features of payment services

### 4.2.1 Payment accounts

#### 4.2.1.1 General

Payment accounts are typically accounts intended for managing daily finances. A payment account may include or not

include an overdraft facility. In turn, accounts subject to restrictions of use, such as withdrawal or deposit restrictions, based on the terms and conditions of the account, the agreement or by law are not payment accounts. Such accounts include, for example, various fixed-term deposit and home savers' bonus interest (ASP) accounts home savers' bonus interest (ASP) accounts.

#### 4.2.1.2 Customer agreement

A customer agreement is an agreement containing separate independent product and service agreements between the customer and the Bank. These independent product and service agreements together with the customer agreement make up a package.

#### 4.2.1.3 Current account

A Current account is intended for managing daily monetary transactions. The account includes the most common payment transfer services. The interest paid on a current account is stated in the Customer agreement on a current account agreement. It is also possible to manage invoices, for example, using the account through service methods at separate charges. The prices for services at separate charges valid at any given time are available in the extract from the service pricelist. The funds in the account are covered by the deposit guarantee within the scope provided by law.

#### 4.2.1.4 Youth current account

A youth current account is an account intended for managing daily finances and opened for a customer under 18 years of age. The account includes the most common payment transfer services. The interest paid on the current account is agreed in the account agreement. It is also possible to manage invoices, for example, using the account through service methods at separate charges. The prices for services at separate charges valid at any given time are available in an extract from the service pricelist.

#### 4.2.1.5 Savings account

A savings account is intended as an account in which you can save funds and keep them separate from daily use. It is also possible to use restricted payment transfer services from the account. The valid prices of transactions and services are available in the service pricelist. The interest paid on the savings account is agreed in the account agreement.

#### 4.2.1.6 Safety account

A Safety account is intended for saving and the long-term deposit of funds. It is also possible to use restricted payment transfer services from the account. However, the number of debit transactions in a year without charge is limited. The applicable prices for transactions and services are shown in the

service pricelist. Interest is paid on the Safety Account in steps. The value of the interest rate with steps is specified in the account agreement.

#### 4.2.1.7 Golden Piglet Account

The Golden Piglet Account is an account opened for a child where the child's parents, grandparents or other relatives may save funds for the child's daily or more long-term needs. The interest paid on the Golden Piglet Account is shown in the account agreement. The account may, to a limited extent, also be used for payment transaction services. The current prices of transactions and services are shown in the service pricelist.

#### 4.2.1.8 Danske Harvest Account

The Harvest Account is a savings account for customer groups determined by the Bank and can be used for saving and the longer-term deposit of funds. It is also possible to use restricted payment transfer services from the account. However, the number of debit transactions in a month without charge is limited. The applicable prices for transactions and services are shown in the service pricelist. Interest tied to a market rate is paid on the Harvest Account. The value of the interest rate is shown in the account agreement.

#### 4.2.19 Overdraft facility

An overdraft facility is a loan agreement whereby the customer may exceed the balance in the account up to a specified amount of euros even if there is no money in the account. Depending on the amount of credit, the overdraft facility is a facility either with or without collateral. The more specific credit terms and conditions are shown in the general terms and conditions of the Bank's credit agreement and the credit-specific terms and conditions stated in the credit agreement. The charges and fees connected with granting and using the credit and other services are shown in the Bank's service pricelist valid at any given time.

#### 4.2.2 Consumer loan

A consumer loan is consumer credit in continuous use. Depending on the amount of credit, the consumer loan is a loan with no collateral. Credit may be drawn primarily through eBanking but, as necessary, credit may also be drawn at a branch. The Bank has the right to stipulate minimum and maximum amounts for drawing credit. The more specific credit terms and conditions are shown in the general terms and conditions of the Bank's credit agreement and the credit-specific terms and conditions stated in the credit agreement.

The charges and fees connected with granting and using the credit and other services are shown in the Bank's service pricelist valid at any given time.

#### 4.2.3 Account transfers

An account transfer is a debit from the Payer's payment account at the Payer's initiative to transfer funds to the recipient's payment account.

##### 4.2.3.1 Domestic payments

An account transfer is a debit from the Payer's payment account at the Payer's initiative to transfer funds to the recipient's payment account. Account transfers may be executed as individual orders, according to recurrent payment agreements and as e-invoices.

##### Individual order

Individual orders may be placed as an online service (eBanking and Mobile Bank), through the payment envelope service, as an in-person service at branches and through the telephone service.

##### Recurrent payment

Recurrent payments are account transfers executed in accordance with a separate payment order. The contents of the payment, the frequency of the recurrent payments and their number are agreed on in the payment order. A recurrent payment agreement may be made through eBanking or as an in-person service.

##### E-invoice and direct payment

An e-invoice authorisation is an agreement between the customer and an invoicing party (payee) on the sending of electronic invoices to the customer's eBanking using the Finvoice functionality in the manner described by Finance Finland. E-invoice agreements may be entered into through eBanking or as an in-person service.

The invoicing party sends a debit transaction to the Bank. The customer accepts the transaction through eBanking before the due date. Alternatively, the customer may in advance agree on an automatic debit on the due date. The Payer sees the invoice in eBanking. No advance notification is submitted to the Payer for the e-invoice.

Direct Payment is a service laid down in the Finvoice application instructions, which the Bank uses to execute the direct payment of invoices agreed with the Customer automatically on their due date from the Customer's account based on an order by the Customer.



#### 4.2.3.2 Euro payments transmitted in the Single Euro Payments Area

Cross-border euro payments transmitted in the Single Euro Payments Area can be executed as individual account transfers through eBanking and the Mobile Bank and as a payment envelope service.

#### 4.2.3.3 Currency payments

Payments denominated in foreign currencies may be executed as individual account transfers, as urgent transfers through eBanking and as a payment envelope service.

#### 4.2.4 SEPA Direct Debit

SEPA Direct Debit is a direct debiting service fulfilling the European standard within the Single Euro Payment Area (SEPA). It is primarily intended for payments between companies and private individuals.

Under the SEPA Direct Debit scheme, the debtor enters into a direct debit agreement directly with the invoicing party. The invoicing party retains the direct debit mandates. Direct debit information is transferred from the invoicing party to the invoicing party's bank and further to the payer's bank. The payer's bank has no obligation to verify or retain mandate information; however, the payer's bank may offer a separate mandate verification service.

The Payer may also provide a mandate for non-recurring direct debiting.

#### 4.2.5 SEPA instant transfer

A SEPA instant transfer is an instant account transfer service where funds are transmitted to the payee within ten (10) seconds regardless of the time of day and on all calendar days.

#### 4.2.6 Payment instruments

##### 4.2.6.1 Cards

##### Mastercard credit card and Mastercard combination card

The Bank's Mastercard, Mastercard Gold and Mastercard Platinum cards are the Bank's international charge and credit cards whose credit limit can be €1,000 -50,000, depending on the card type. Depending on the card and the customer's choice, it is also possible to link a debit Mastercard feature to the card. Mastercard Gold and Platinum cards also include additional travel services, including travel insurance.

Mastercard can be used as a payment instrument in Finland and abroad. The card offers an interest-free period of payment and a flexible credit facility. The reference rate is reviewed on interest adjustment days to match the three-

month Euribor rate of the first days of March, June, September and December, increased by the interest margin defined in the card agreement.

The terms and conditions of the card are shown in the Bank's card terms and conditions valid at any given time and the card's special terms and conditions. The fees and commissions associated with the granting and use of the card and with other services are shown in the Bank's valid service pricelist and/or the specific card terms and conditions4re34444.

##### Debit Mastercard

The Bank's Debit MasterCard's are the Bank's payment cards linked to an account, using which can, depending on the card, be used to pay for purchases in Finland and/or abroad and to withdraw cash from ATMs.

The more specific conditions for granting a card and the terms and conditions related to the cards are available in the Bank's card terms and conditions valid at any given time. The charges and fees connected with granting and using the card and other services are available in the Bank's service pricelist valid at any given time and/or the cards' special terms and conditions.

##### 4.2.6.2 Bank identifiers

Bank identifiers refer to a user ID, a personal password and identification methods such as a telephone or other mobile device containing an identification app, bank identifier or a telephone equipped with quick authentication. Bank identifiers are the instruments for electronic identification and electronic signatures. Their use corresponds to the identification of the customer using a conventional identity document and a signature from the customer in their own hand.

As a provider of identification services, the Bank identifies customers using their bank identifiers through eBanking and the telephone service. In addition, the Bank provides identification services for third parties, such as the authorities and online merchants. If the Bank and a third party have agreed on the introduction of the Bank's identification service, the customer may also use their bank identifiers in the third party's online service. The customer and the third party mutually agree on the legal effects of the use of the bank identifiers in the third party's online service.

Bank identifiers are always strictly personal, and they must not be disclosed to a third party under any circumstances. Bank identifiers must absolutely be stored in accordance with their instructions of use and so that it is not possible for an outside party to obtain knowledge of them or use them. The



personal password of the bank identifiers must be kept separate from the user ID and identification methods and preferably only in the user's memory.

#### 4.3 Cash-related services

##### 4.3.1 Cash in transit service

The bank may receive an order to transfer cash to be counted and credited to an account. The funds will be credited an account in the receiving bank at a time agreed upon separately when the authenticity of the funds has been verified and the amount of the cash has been counted.

##### 4.3.2 Cash deposit to own account

The bank may receive cash to be credited to the payment service user's own account in the same bank.

If the account holder is a consumer, the bank will credit the account with the funds immediately when the authenticity of the funds has been verified and the funds have been counted.

If the account holder is not a consumer, the account holder's bank will credit the account by no later than on the following banking day after the authenticity of the funds has been verified and the funds have been counted.

##### 4.3.3 Cash payments

The bank may accept a payment order for transfer of cash, or issue a cheque. The execution of the payment order or issuance of the cheque will commence when the authenticity of the funds has been verified and the amount of the funds has been counted.

The bank may require that the cash is first deposited into an account of the party giving the payment order with the bank concerned, after which the bank executes an account transfer or a money order.

The Payer's bank executes the order by no later than on the second (2nd) Banking Day following the start date.

#### 5. Payment orders

Execution of a payment order requires the consent of the Payer. The method of giving one's consent depends on the method of placing the order. The Payer may give their consent, for example, by confirming the order through eBanking with a separate confirmation code, by signing an account transfer form (branch, payment envelope), by confirming a card payment with a PIN Code, by signing a card payment receipt or by giving a direct debit authorisation.

In practice, the Payer may cancel their consent by cancelling

the order before its due date (see in more detail below: "The payer's right to cancel a payment order"). The Payer may cancel their consent concerning direct debit in its entirety by giving notice to terminate the direct debit authorisation.

##### 5.1 Receipt of a payment order

Account transfers other than SEPA instant payments  
The Bank will commence the execution of a payment order on the agreed due date or after receiving the order (Commencement Date).

If no due date has been agreed, the Commencement Date of a payment order received on a day other than a Banking Day or after the time notified by the Bank below is the following Banking Day.

If the execution of a payment order requires currency conversion, the order is only regarded as received once the currency conversion has been carried out.

The Commencement Date of an order received on a Banking Day is determined in accordance with the method of placing the order as follows:

- for orders received at branches and the telephone bank during opening hours but no later than at 9:00pm, the same day and for orders received after 9:00pm, the following Banking Day
- currency payment orders or cross-border payment orders denominated in euros within the Single Euro Payments Area may be placed in payment envelopes, in which case the order is regarded as received on the fifth (5th) Banking Day after the envelope has been left at the Bank's reception point or after the post has delivered the envelope to the Bank's reception point
- for orders received through eBanking no later than at 9:00pm, the same day and in the case of orders received after 9:00pm, the following Banking Day
- for a currency payment order or a cross-border euro-denominated payment order within the euro area received through eBanking no later than at 6:15pm, the same day and for an order received later than 6:15pm, the following Banking Day
- for a foreign cheque order received through eBanking no later than at 2:45pm, the same day and for an order received later than 2:45pm, the following day
- for online payments, the same day.

For currency payment orders and cross-border euro-denominated payment orders within the Single Euro Payments Area placed at branch offices no later than at 12:00 noon on Maundy Thursday, New Year's Eve and other separately noti-

fied days with exceptional opening hours, the Commencement Date is the current day and for orders placed after 12:00 noon, the following Banking Day.

#### SEPA instant transfers

The Bank will commence executing a SEPA instant credit transfer every day of the year, at all times of the day, immediately after having received the payment order. The time of receipt of a payment order is agreed in the General terms and conditions for euro-denominated payments transmitted within the Single Euro Payments Area.

#### 5.2 Placing orders in a payment envelope

The Payer may deliver orders concerning account transfers in a payment envelope for processing by the Bank if the branch provides this service. The Payer may hand over the payment envelope at a branch's reception point or to be delivered by post.

The order is regarded as having been received for processing no later than on the fourth (4th) Banking Day after the Payer has handed over the payment envelope at their own Bank's reception point.

An order handed over to be delivered by post is regarded as having been received no later than on the fourth (4th) Banking Day after the post has delivered the payment envelope to the Bank's reception point.

#### 5.3 The Payer's right to cancel a payment order

The Payer may cancel a payment order before it is executed. The cancellation must be carried out by changing the due date or the amount of the payment by notifying the Bank thereof in an agreed manner no later than on the Banking Day preceding the due date. The cancellation or change must be carried out no later than on the Banking Day preceding the due date during the opening hours of the service or Bank by the time notified by the Bank.

More detailed information on cancellations concerning euro-denominated payments is available in the General terms and conditions for euro-denominated payments transmitted within the Single Euro Payments Area and concerning currency payments in the General terms and conditions for outgoing and incoming currency payments.

The cancellation methods and preconditions are defined in more detail in the terms and conditions of agreement and the product and service descriptions.

#### 5.4 Transfer of payments and time of execution

Either the General terms and conditions for euro-denominated payments transmitted within the Single Euro Payments Area or the General terms and conditions for outgoing and incoming currency payments are applied to the transfer of payments and the time of payment. In addition, the account agreement and any other service agreement is applied to the transfer of payments.

Unless otherwise agreed, the General terms and conditions for euro-denominated payments transmitted within the Single Euro Payments Area are applied to euro-denominated account transfers, money orders and the cash services referred to in these terms and conditions executed within the Single Euro Payments Area if the payment does not include currency exchange.

Unless otherwise agreed, the General terms and conditions for outgoing and incoming currency payments are applied: to account transfers, money orders and the cash services referred to in these terms and conditions denominated in all other currencies other than the euro regardless of the location of the Payer's or the recipient's service provider and to euro-denominated payments in the execution of which the Payer's or recipient's service provider located outside the Single Euro Payments Area participates.

#### 5.5 Erroneously executed, unauthorised or unexecuted payment order

The Payer must notify the Bank of an unexecuted, erroneously executed or unauthorised payment transaction without undue delay after becoming aware of it. In any case, the Payer must make the notification within thirteen (13) months from the execution of the payment transaction, the debiting of the monetary amount from his/her account or the crediting of the monetary amount to his/her account. The set period does not start to elapse if the Bank has not provided information on the payment transaction in an agreed manner.

The Bank's responsibility is defined in accordance with the General terms and conditions for euro-denominated payments transmitted within the Single Euro Payments Area with regard to euro-denominated payments and in accordance with the General terms and conditions for outgoing and incoming currency payments with regard to currency payments.

#### 5.6 Reimbursement

Reimbursement concerns payment transactions commenced by the recipient or by mediation of the recipient, i.e. "recipient-prompted" payment transactions, typically includ-

ing direct debits from payment accounts and card transactions. Parties other than Consumers are not entitled to claim reimbursement from the Bank, unless otherwise agreed.

The preconditions for reimbursement are that

- the monetary amount charged is not precisely specified in the consent given by the Payer and
- that it is larger than the Payer could reasonably expect considering their previous consumption behaviour, the terms and conditions of the Master Agreement and other circumstances.
- Both preconditions must be met simultaneously. In connection with the reimbursement claim, the Payer must present grounds for meeting the preconditions for reimbursement. In the case of SEPA direct debits, the Payer has the right to reimbursement even if the above preconditions are not met. The Payer's bank notifies the invoicing party's bank of the reimbursement. The invoicing party's bank makes an adjustment transaction concerning the direct debit and notifies the invoicing party of the information on the reimbursement. The Payer is not entitled to reimbursement if the Payer has issued a direct debit authorisation to his/her Bank and has been informed of the monetary amount to be charged in an agreed manner no later than four (4) weeks before the due date.

The Payer has the right to demand reimbursement of the monetary amount of the payment transaction within eight (8) weeks from the debit date. The Payer must make the claim for reimbursement in writing.

The Payer's bank must reimburse the monetary amount of the payment transaction in its entirety to the Payer or notify the Payer of its refusal within ten (10) Banking Days following the Payer's claim for reimbursement.

The reimbursement has no effect on the agreement between the Payer and the recipient and it does not remove the Payer's payment obligation with its potential consequences for delay and collection costs. The reimbursement therefore has no effect on, for example, the payer's obligation to pay the price of the goods or services received or the right to cancel or withdraw from a transaction.

## 6. Payment Instruments

Payment Instruments include, for example, payment cards, such as debit, credit and combination cards and Danske Bank's bank identifiers.

The Payment Instrument may include a possibility to agree on restrictions of use, such as withdrawal limits per day for payment cards. Restrictions of use on which the customer may agree with his/her Bank are described in more detail in the terms and conditions of agreement concerning the Payment Instrument and product and service descriptions.

### 6.1 Use and safekeeping of the Payment Instrument

A Payment Instrument must be kept carefully and so that it is not damaged. A Payment Instrument is always personal and may not be handed over to other persons, not even to family members.

The Payment Instrument Holder undertakes to store and handle the Payment Instrument, the related PIN Code and other Identifiers related to the use of the Payment Instrument carefully and safely so that outside parties are not able to obtain knowledge of them or use them. The PIN Code or another Identifier must be stored separately from the card/other means of identification and the card number/user ID and preferably only in the user's memory. A card, PIN Code or other Identifier must not be stored, for example, in the same wallet or bag or the memory of a mobile telephone in an easily recognisable form nor in a locked car.

The Payment Instrument Holder undertakes to destroy the letter from the Bank containing the PIN Code or other Identifier and not to record the PIN Code or other Identifier in an easily recognisable form.

When typing the PIN Code or other Identifier, the Payment Instrument Holder must cover the keypad with their hand so that outside parties cannot see the key combination used.

It must be monitored closely that the card, PIN Code or other Identifier is safe. The Payment Instrument Holder must regularly check that they are safe as required by the circumstances at any given time, and especially in situations where the risk of loss is great.

More detailed instructions on the granting, use and safekeeping of Payment Instruments are provided in the related safety instructions, terms and conditions of agreement and product and service descriptions.

Under no circumstances or by any means, such as telephone or email, will the Bank ask the customer for the PIN code of a payment card or information related to online banking codes when the Bank contacts the customer or user.

## 6.2 Obligations and responsibilities of the Payment Instrument Holder

### 6.2.1 Obligation to report

- The Payment Instrument Holder must, without delay, inform the Bank if
- the Payment Instrument or the related PIN Code or other Identifier is lost or
- there is cause to suspect that one of them is or may be known to or in the possession of an outside party or
- the Payment Instrument may have been used without authorisation; or
- the Payment Instrument has remained in an ATM, for example.

The responsibility of the Payment Instrument Holder ceases after the notification is made, taking, however, into consideration what is stated in section 6.2.2 of these terms and conditions.

The notification must be made without delay and it may be made

- either in person at the Bank's branch during the branch's opening hours or
- to the Bank's customer service, tel. 0200 2590 (local network charge/mobile network charge) Monday – Friday 9am to 4pm, or
- by telephone around the clock to the Bank's telephone number receiving loss and closure notifications 24h on 0200 2585 (local network charge/mobile network charge) or when calling from abroad +358 200 2585 (local network charge/mobile network charge),
- the current opening hours of customer service and branches can be found on our website.

When a Payment Instrument has been notified as lost or in the possession of an outside party, it may no longer be used after the notification. If the Payment Instrument Holder uses the card regardless of this, the Bank has the right to collect and charge from the Payment Instrument Holder's account a confiscation fee and the costs incurred by the Bank for the use of the card and the confiscation.

In addition, the Payment Instrument Holder must, without undue delay after becoming aware of it, notify the Bank, using the Bank's customer service number indicated above, of an unexecuted, unauthorised or erroneously executed payment transaction.

### 6.2.2 The Payment Instrument Holder's responsibility for unauthorised use of the Payment Instrument

The Payment Instrument Holder is responsible for unauthorised use of the Payment Instrument if:

- 1) they have handed over a payment card, or disclosed the PIN Code or other Identifier to a party unauthorised to use it,
- 2) the loss of a payment card, the PIN Code or other Identifier ending up in the possession of another party in an unauthorised manner or their unauthorised use is due to negligence by the Payment Instrument Holder, or
- 3) the Payment Instrument Holder has failed to notify the Bank in accordance with section 6.2.1 of the loss of the payment card, the PIN Code or other Identifier ending up in the possession of another party in an unauthorised manner or their unauthorised use without undue delay after becoming aware of it.

In cases referred to in sections 2 and 3, the Payment Instrument Holder is responsible for unauthorised use of the Payment Instrument up to the amount of €50. However, the Payment Instrument Holder is fully responsible for unauthorised use of the Payment Instrument if they have acted intentionally or through gross negligence.

Nevertheless, the Payment Instrument Holder is not responsible for unauthorised use of the Payment Instrument:

- 1) in so far as the Payment Instrument has been used after the Bank has been notified in accordance with section 6.2.1 of the loss of the card, the PIN Code or other Identifier ending up in the possession of another party in an unauthorised manner or their unauthorised use;
- 2) if, when the card, PIN Code or other Identifier has been used, the payment recipient has not verified the payer's right to use the card in an appropriate manner in accordance with the valid rules of the card company (for example, Mastercard).

However, the card holder, account owner and the user of bank identifiers is always responsible for unauthorised use of a Payment Instrument if one of them has intentionally made an erroneous notification or otherwise acted fraudulently.

## 6.3 Liability for damages and limitations of liability

The Bank is obligated to compensate the Payment Instrument Holder for loss caused by its acting against the Payment Services Act as specified in sections 6.3.1 and 6.3.2.

If the Payment Services Act does not apply to the Payment Instrument, the Payment Instrument Holder's right to compensation for loss is determined in accordance with other legislation or other agreement applicable to the Payment Instrument.

The Payment Instrument Holder is not entitled to receive compensation from the Bank for loss caused by an error or

neglect if they fail to notify the Bank of this within a reasonable period from discovering the error or from when the error should have been discovered.

### 6.3.1 Compensation for direct loss

The Bank is liable to pay damages to the Payment Instrument Holder for direct loss caused by the Bank's error or neglect. Such direct losses include, for example, necessary investigation costs due to the investigation of the error.

### 6.3.2 Compensation for indirect loss

The Bank is liable for indirect loss caused to the Payment Instrument Holder by its negligence. Indirect loss is considered to include loss of income due to measures caused by the Bank's erroneous conduct, loss caused by an obligation based on another agreement and other comparable loss.

However, the bank is not liable for indirect loss caused by an error or neglect in the execution of a payment order.

## 7. Agreements concerning payment services

This Bulletin on Payment Service and the related terms and conditions of agreement and the service pricelist may be amended.

The Bank informs the customer of the amendment of the Bulletin on Payment Service, terms and conditions of agreement or the service price list in writing or electronically in a separately agreed manner. The amendment takes effect from the time notified by the Bank; however, no earlier than after two (2) months from sending the notification to the customer.

The agreement will continue with the amended contents unless the customer notifies the Bank in writing or electronically in a separately agreed manner that they object to the amendment by the notified effective date. The customer has the right to give notice to terminate the Master Agreement immediately until the notified effective date of the amendments.

More detailed information on amendments to the product and service-specific terms and conditions of agreement and the service pricelist is provided in the terms and conditions related to products and services.

## 8. Customer advisory service and legal remedies

It is worthwhile contacting the Bank in issues concerning payment services. The customer may also leave a contact request to Danske Bank's customer service, tel. 0200 2590 [local network charge/mobile network charge] Monday to Friday 9am to 4pm. or through eBanking at [www.danskebank.fi](http://www.danskebank.fi). If the customer considers that the Bank has acted against these terms and conditions of payment services, they should

primarily contact the Bank's service point where these terms and conditions are considered to be violated. Complaints should be made in writing.

### 8.1 Other means of restitution

Finnish Financial Ombudsman Bureau  
Porkkalankatu 1, FI-00180 Helsinki.  
tel. (09) 6850 120.

[www.fine.fi](http://www.fine.fi)

Financial Supervisory Authority  
P.O. Box 103, FI-00101 Helsinki,  
tel. (09) 183 51

[www.finanssivalvonta.fi](http://www.finanssivalvonta.fi)

Finnish Competition and Consumer Authority,  
P.O. Box 5, FI-00531 Helsinki,  
tel. +029 505 3000

[www.kkv.fi](http://www.kkv.fi)

Consumer Disputes Board  
P.O. Box 306, FI-00531 Helsinki.  
tel. 029 566 5200

[www.kuluttajariita.fi](http://www.kuluttajariita.fi)

The EU Commission's online complaint portal at [ec.europa.eu/odr](http://ec.europa.eu/odr). If you file a complaint on the complaint portal, you must state Danske Bank's email address: [danskebank@danskebank.fi](mailto:danskebank@danskebank.fi)

## 9. Applicable law

Payment services are governed by Finnish law.

## Means of restitution

### 1 Customer guidance and means of restitution

It is advisable to contact the Bank in matters relating to these terms and conditions. The customer may also leave a contact request to Danske Bank's telephone service, tel. 0200 2580, or use the eBanking service at [www.danskebank.fi](http://www.danskebank.fi).

If the customer deems that the bank has acted contrary to these terms and conditions, the customer should primarily contact the branch of Danske Bank where the breach is deemed to have occurred.

Complaints should be submitted in writing.

### 2 Other means of restitution

The Finnish Financial Ombudsman Bureau,  
address Porkkalankatu 1, FI-00180 Helsinki,  
tel. +358(9) 6850 120,  
[www.fine.fi](http://www.fine.fi)

Financial Supervisory Authority,  
P.O. Box 103, FI-00101 Helsinki,  
tel. +358 (0)9 183 51,  
[www.finanssivalvonta.fi](http://www.finanssivalvonta.fi)

Finnish Competition and Consumer Authority,  
P.O. Box 5, FI-00531 Helsinki,  
tel. +358 (0)29 505 3000,  
[www.kkv.fi](http://www.kkv.fi)

The Consumer Disputes Board,  
P.O. Box 306, FI-00531 Helsinki,  
tel. +358 (0)29 566 5200,  
[www.kuluttajariita.fi](http://www.kuluttajariita.fi)