

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.

If inconsistency between the different language versions occurs, the terms and conditions in Finnish prevail. These terms and conditions shall become valid on 15 April 2021.

1. Scope of application of the terms and conditions

These general terms and conditions shall be applied to euro-denominated account transfers, money orders and cash services stated in these terms and conditions in the Single Euro Payments Area, in cases with no foreign exchange 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 shall also be applied to other payment services such as direct debits and card payments for parts agreed upon in the terms and conditions governing such services.

In addition, the relevant account agreement and possible 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 bank initiates the execution of 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 states mean 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 user of the payment service, concludes a payment service agreement principally for purposes other than his/her trade or business.

National urgent transfer is a national account transfer service provided by banks. It is processed urgently, and assets are transferred to the payee's bank on the commencement date of the payment order.

Payer is the party giving a payment order.

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

Due date of payment is the commencement date of the execution of a payment order, given by the payer.

Money order is a payment order by the payer to his/her bank to transfer the assets to the payee.

Payment service user is the party that may, based on his/her agreement with the bank, use the payment service or services in the capacity of payer or payee, or both.

Payee is, in credit transfers, the user of the payment service who has access to the account to which the assets are transferred, and in money orders the payment service user at whose disposal the assets are placed.

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

Payment transaction is a procedure by which funds are transferred, withdrawn or made available.

Payment order is an order given by the payer to his/her bank to execute, for instance, an account transfer or a money order, or to make a payment in cash. The final 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 on which the payer's or payee's service provider is open for business and thus is able to 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 eve and days which are not otherwise regarded as banking days.

Money remittance 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.

SEPA instant transfer is a direct account transfer service for payments defined by the bank where funds are transferred to the payee immediately.

Account transfer refers to debiting the payer's payment account on the initiative of the payer for a transfer of funds to the payee's payment account. In the case of a national account transfer, both the payer's and the payee's accounts are located in Finland. In the case of a cross-border account transfer, the payer's service provider and the payee's service provider are located in different countries of the Single Euro Payment Area.

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 instructions given by the payer's service provider or the payee's service provider.

3. Issuance of a payment order

The payer issues a payment order by giving the bank the necessary information for the execution of the payment. The payer gives his/her consent for 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 by other means that the payer has been agreed upon with the bank.

The payer shall give the following information:

- details of the payer
 - name of the payer
 - any of the following details: address or date and place

of birth of the payer, customer number given by the payer's bank, personal or business identification number (for charges of account, the payer's bank can complete the required payment information from his/her own system whereby the payer need not give the details in question separately)

- account number in IBAN format if the payment is debited from an account
- details of the payee
 - name of the payee
 - in account transfers and SEPA instant transfers, unique identification number of the payee's service provider.
- account number in IBAN format
 - in the case of urgent transfers, the account number in national or IBAN format
 - in the case of money orders, the payee's address
- amount of the payment

In addition, the payer's bank may offer the payer a possibility to give also other information, such as:

- due date of the payment
- address of the payee
- identification details of the payee
- identification code of the payment given by the payer
- name of the original payer
- name of the final payee
- reason for the payment
- possible identification details of the payment to be conveyed to the payee (reference number of message).

If required, 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.

Banks and payment systems processing the payment may be obliged under the legislation of the state of their location or of agreements concluded by them to give information on the payer to authorities of other countries.

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

Account transfers and SEPA instant transfers are transmitted to the payee solely based on the IBAN, even if the payer has given other details to execute the payment transaction.

The bank is entitled to transmit a payment based on the national part of the account number. The payee may direct the funds to any of his/her accounts by agreeing separately on this with his/her bank.

A money order is transferred to the payee based on the payee's name and address given by the payer.

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 US 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 its execution

A payment order is considered to have been issued when the payer's bank has received it in a manner approved by the bank. The commencement date of the execution of a payment received on another day than on a banking day is the following banking day.

The commencement date is determined at a branch of the bank, agreed in agreements on payment services, or stated in service descriptions.

The payer and the payer's bank may agree separately that the execution of a payment order shall be commenced on a

due date notified by the payer, which is later than the above mentioned date, or on a day on which the payer makes the funds available to the bank. If the due date notified by the user of the payment service is not a banking day, the commencement date is the following banking day. If the user of the payment service order has indicated a due date earlier than the commencement date of his/her payment order, the user's bank shall execute the payment order disregarding the due date if the user of the payment service and the bank have not otherwise agreed.

For payment types, such as the SEPA instant transfer, that are transmitted on every day of the year, the commencement date of the payment order is always the date on which the payer's bank has received the order by means approved by the bank.

When transferring a payment the payer's bank, the intermediary bank or the payee's bank is not responsible for observing the purpose of the payment or any special requirements on times or other special circumstances, unless stipulated otherwise by law.

5. Funds required for execution of a payment order

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

If the payment is debited from an account, the payer is responsible for ensuring that the funds required for the payment and the relevant service charges are available in the account to be debited at the time of the debit.

If the due date of the payment is a later date than the date of issuance of the payment order, the funds shall be available in the account at the start 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, nor of transferring a payment, if the payment order does not meet the requirements stated in sections 3 and 5 above or the bank has the right to restrict the use of the account for security reasons. In addition, the provisions on international sanctions defined above in Section 3.1 apply to the non-execution of payment orders.

If the account to be debited does not have sufficient funds for

the transfer of the payment, 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 payer's or the payee's bank is not liable to transmit the payment or any part of it if a feature related to the payment type, such as transmission speed (e.g. in SEPA instant transfers) or the maximum limit set for the payment, does not allow the bank to transfer the payment or to study the conditions for the execution of the payment as the bank deems necessary.

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

The payee's bank is entitled to reimburse the payer's bank with the amount of the payment, if the account agreement of the payee has ceased to be valid or if the use of the account is prevented for another reason or if the payee of the money order has not retrieved the funds during the time stated 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 the payment order or to amend the due date or the payment amount by notifying the bank thereof in the agreed manner no later than the banking day prior to the due date. Such cancellation or amendment shall be made no later than the banking day prior to the due date during banking or service hours by the hour notified by the bank.

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

However, the payer is not entitled to cancel or amend his/her/its payment order to the bank when the bank has commenced executing the payment order or debiting the payer's account, or issued a receipt confirming the execution of the payment.

8. Timetable for the execution of a payment order

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

If it has not been possible to debit the payment order on the stated due date due to insufficient funds, the payer's bank may debit the payer's account within three (3) banking days after the due date indicated in the payment order. In such case the commencement date of executing the payment order is not the due date indicated by the user, but the banking day when there are sufficient funds in the account for the debit of the account, however, no later than on the third (3rd) banking day after the due date. The payer is liable for possible consequences resulting from the delay. If the payment type, e.g. a SEPA instant transfer, is transmitted on all weekdays, the payer's bank charges the payer's account immediately after receiving the payment order.

When the payer's and the payee's accounts are held in the same bank or banking group, the funds will be paid to the account indicated in the payer's payment order no later than on the banking day following the commencement day of execution of the payment.

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

If a payment crosses a national border, the funds will be paid to an account in the payee's bank no later than on the banking day following the commencement day of execution of the payment.

If the payment order has been given on paper, the above times of execution of payment may be extended by no more than one (1) banking day.

The payee's bank pays the funds to the account indicated by the payer in his/her payment order immediately after the funds have been paid to the account in the payee's bank and the payee's bank has received the necessary information stated in section 3 for the payment of the amount to the payee's account or for making the funds available to the payee. The bank is entitled to discontinue the execution of the payment in order to get necessary further instructions or further 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 the account in the receiving bank when the authenticity of the

funds has been verified and the amount of the funds has been counted within a period agreed on separately.

9.2 Cash deposit to own account

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

If the account holder is a consumer, the bank of the account holder 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 bank of the account holder will credit the account with the funds no later than on the banking day following the day when the authenticity of the funds was verified and the funds were counted.

The bank may require that the cash be first deposited to an account of the payer with the bank in question, after which payer's bank will implement the account transfer in compliance with these terms.

9.3 Cash payments

The bank may receive a payment order on remittance of money. The execution of the payment order will commence when the authenticity of the funds has been verified and the funds have been counted.

The bank may require that the cash be first deposited to the account of the issuer of the payment order held in the bank in question, after which the bank will execute the account transfer or the money order.

The payer's bank will execute the payment order no later than on the second (2nd) day following the commencement day of execution of the payment.

10. Payment envelopes

The payer may give his account transfer orders for execution by his service provider in an envelope, if the bank provides such service. The payer may leave the payment envelope at his own bank's reception point or to be delivered by postal service.

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 his own bank's reception point.

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

11. Information to be given to the payee's bank and the payee

The payer's bank is entitled to convey to the payee's bank the information stated in section 3 of these terms and conditions. Along with the payment also other information necessary for the transmission of payments shall be conveyed. In account transfers, the account holders name shall be conveyed as the name data of the payer. When the bank provides the payer with a Refund Payment service, the bank has the right to provide the payer with the information necessary to return the payment to the original payer when the payer is not aware of the payment information required for the refund. After the payment has been returned, the payer's bank will provide the above information with a statement of account to the payer.

The payee's bank will give the payee the details of the payment transaction in a manner agreed on 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 details given for the identification of the payer, such as the payer's personal identity code.

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

The payer's banks responsibility for the execution of a payment ceases when the details of the payment have been forwarded to the payee's bank and the funds for the payment have been transferred to the account in the payee's bank. If the funds of the payment transaction have not been credited to the account of 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 charges debited for the payment transaction and the interest which the payer has had to pay, or which he has not received due to a delay or fault on part of the bank. If the payer is not a consumer, the payer's bank is responsible for reimbursing the payer with the interest paid by the payer up to the reference rate stated in section 12 of the Interest Act.

The payment service user shall notify his/her bank of any non execution of, faulty execution of or unjustified payment transaction without undue delay having noticed such action. If the payment service user is a customer, he/she shall anyway

give a notification no later than thirteen (13) months after the execution of the transaction, the debit of the amount or the credit of the amount to his/her 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 customer, the notice shall be made within one (1) month from the transactions stated above in this section.

If the payment transaction has been left unexecuted, or if it has been executed in a faulty or unjustified manner due to the bank, the payer's bank is responsible for reimbursing the payer with the amount of the payment debited from the account, without undue delay.

If the funds of a payment transaction have not been credited the 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 in the first instance with the interest amount and the charges which the payer has had to pay due to the delay or the faulty execution.

The payer's bank is not responsible for reimbursement if it can prove that the payee's bank has received the amount of the payment transaction as stated in section 8 of these terms and conditions. In such case the payee's bank must immediately pay the amount of the payment transaction to the payment account of the payee, or place it at his/her disposal.

If the payee's bank has not credited the payee's account within the time frame stated in section 8 of these terms and conditions, the payee's bank shall reimburse the charges and interest debited from the payee, or which the payee has failed to receive due to a delay or a fault by the payee's bank. If the payee is not a consumer, the payee's bank is responsible for reimbursing the payee with a maximum of the reference rate stated in section 12 of the Interest Act.

The payment service user is not entitled to receive reimbursement of funds or service charges, or interest, if the payment has not been executed or has been executed in a faulty way due to a fault on his/her part. The payment service user is not either entitled to reimbursement for a delay in payment, if the payment has been delayed due to him/her.

The payer's bank is not responsible for executing the payment if the payment has not been executed due to faulty 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 shall take steps to trace the payment transaction on request by the payment service user, and notify the user of the outcome.

If a payment service user has given a faulty identification number of the payee's service provider as laid down in Chapter 3 above or a faulty account number, the bank is not obligated to start tracing the payment transaction. The payer's bank shall be required to make reasonable efforts to recover the funds of the payment transaction.

14. Parties 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 operating 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 shall not be 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 error

The bank is entitled to correct errors resulting from its action in the transmission of payments, such as misprint, miscalculation or a similar technical error even if the payment has already been entered into the payee's account. The bank seeks to rectify the error as soon as possible after the error has been noticed, however, always within reasonable time after the error was made. The bank shall inform the account holder of the error and its correction without delay. The rectification of the error shall not cause 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 stated in section 12 of these terms and conditions, only the direct damages arising from an action taken by the user's bank in breach of either law or these terms and conditions in connection with the transfer of payments, shall be reimbursed to the user by the bank of the payment service user. Such direct damages are necessary investigation charges caused to the user by the investigation of the fault. A payment service user is not entitled to receive compensation for direct damages from its bank unless the user notifies its bank of the error within a reasonable time from the moment he/she detected or should have detected the error.

The payer's bank, the intermediary bank or the payee's bank is not responsible for possible indirect damages caused to the payer, payee or a third party due to an error in the transfer of payments.

A payment service user shall take all reasonable actions to limit his/her errors. If the payment service user fails to do so, he himself/she herself is responsible for damages in this respect. Damages payable by the bank due to breach of either law or agreement 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 the damage, and to other circumstances.

A 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, ter-

mination of account agreement or prevention of use of account, as well as for damages arisen from breach of law or agreement by the payment service user.

17. Termination of payment transmission

The bank's responsibility for transferring 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 for cancelling the payment orders prior to the termination of agreement, which payments have a notified due date 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 a payment service user is in material breach of these terms and conditions or uses services indicated by these terms and conditions against their scope of use or law or good customs, the bank is entitled to cancel the payment transmission of the user immediately.

18. Service charges and fees

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

The bank is entitled 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 a faulty account number or other comparable faulty information.

The bank is entitled to claim the service charges and fees stated in the list of service charges for undue investigation of a payment transaction, if the payment transaction is deemed 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 is entitled to claim the service charges and fees stated in the

list of service charges for the cancellation of the payment order.

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

An amendment of these terms and conditions and of the list of service charges also applies to the payment orders which have been given to the bank prior to the day the amendment has become valid, but which are executed only after the amendment has become valid.

19.1 The payment service user is a consumer

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

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 become valid notifies the bank in writing or in an electronic manner agreed on separately that he/she opposes the amendment. The payment service user is entitled to terminate this agreement with immediate effect prior to the date the amendment shall become valid. On termination of the agreement, the bank is entitled 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 in an electronic manner of such amendment to the terms and conditions which essentially increase the user's responsibilities or decrease his/her rights, and which is not due to a change in law, measures by authorities or amendments of the banks' payment transmission systems. The bank shall notify of the amendment no later than one (1) month prior to the proposed date of the amendment becoming valid.

The bank shall notify of any other amendment to the terms and conditions by publishing it at a branch of the bank or on the bank's website. The bank shall notify of an amendment of a service charge or fee 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 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 Population Register Centre, or in an electronic manner agreed on separately. The payment service user is deemed to have received the notice no later than on the seventh (7th) day after dispatch.

The payment service user sends notices concerning these terms and conditions 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 dispatch.

The payment service user may communicate with the bank in Finnish or Swedish. If the payment service user wishes to use another language than Finnish or Swedish, he/she shall acquire the necessary interpretation service and pay the expenses incurred by it.

21. Force majeure

Neither agreement party is responsible for damage if it can 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 damage arising from performance of any obligation hereunder if such performance were against any obligations imposed on the bank 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 website 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 de-merge or transfer all or part of its business activities.

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

In queries arising from an execution of payment or from these terms and conditions, the payment service user is advised to always first contact his/her/its 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) 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). A payment service user may inform the Financial Supervisory Authority (www.finanssivalvonta.fi) of the bank's action.

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 his/her 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 at www.danskebank.fi/tietosuoja, 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.