

*Terms and conditions of accounts and  
Payment Services*

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## General Terms and Conditions of Account

These terms and conditions are applied 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 are applied 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. Should there be a conflict between the other terms and conditions and these general terms and conditions, these terms and conditions take precedence. Should the special terms and conditions for the account agreement deviate from these general terms and conditions, the special terms and conditions for the account are applied. In the event of discrepancies between the different language versions of these general terms and conditions, the Finnish language version takes precedence.

These general terms and conditions for the account take effect on 1 January 2020.

### 1. Definitions of terms

#### Value date

"Value date" refers to the reference date which the Bank uses when calculating interest on assets charged from the account or paid to the account.

#### Customer

"Customer" refers to the account holder or the account holder's trustee or trustee with power of attorney.

#### Payment transaction

"Payment transaction" refers to an action through which assets are transmitted, withdrawn or placed at the disposal of the account holder or authorised user, excluding, however, transactions related to the crediting of deposit interest.

#### Payment account

"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 for the account or the law.

#### Execution of a payment order

"Payment order" refers to 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 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.

#### Account holder

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

#### Account opener

"Opener of the account" refers to the person who signs an account agreement with the Bank on the opening of an account.

#### Authorised user

"Authorised user" refers to 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.

**Trustee**

"Trustee" refers to a legal representative of the account holder. Trusteeship is based on the law (minors) or an appointment by the local register office or a court of law (adults or minors for whom a trustee has been appointed).

**Trustee with power of attorney**

"Trustee with power of attorney" refers to a person who, in accordance with a trusteeship power of attorney confirmed by the local register office and recorded in the guardianship register, has general authorisation to manage the financial affairs of 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 letter of attorney may also be a specific trusteeship letter of attorney confirmed by the local register office.

**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 price list valid at any given time.

**Account transaction**

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

**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, its method of calculation, the applicable reference rate, the interest period and the date of payment of interest
- penalty 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 opener of the account signs a written agreement with the Bank or concludes the agreement electronically using electronic identifiers.

As a rule, the account holder opens the account. The account holder's trustee or trustee with power of attorney may also agree with the Bank to open an account for his/her 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 are applied to the gift:

- The person making the gift cannot himself or herself withhold the authority to access the account or the right to otherwise control the account or receive information on it.
- However, in connection with the opening of the account, the person making the gift may order that the account holder only gains an access right to the assets in the account when they turn 18 years of age or older. This condition is recorded in the account agreement. The Bank is not bound by any other conditions of the gift.
- What has been stated on the account holder applies to the recipient of the gift.
- The terms and conditions related to the account and service price lists valid at any given time and agreed on with the account holder are applied to the gift account.

**2.2 Information given to the Bank**

The opener of the account 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 opener of the account, the account holder and any authorised users must provide the Bank with their name, personal identity number, postal address and domicile and other information separately required by the Bank and, at the request of the Bank, a sample signature.

If this information has already been made available 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 inform the Bank of any changes to the information specified above.

The Bank also has the right to obtain the information from the Population Register Centre 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 provided the

Bank with notification concerning a change in the information mentioned above. The Bank has the right to charge the customer for the costs incurred for omitting to inform 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 eBanking and the related electronic archive, the Bank makes information on payment transactions available to the customer electronically in the eBanking electronic archive.

If the customer has not separately agreed with the Bank on the use of eBanking and the related electronic 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 Population Register Centre 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 price list for information provided more often than once a month or using other than agreed means or methods.

If information on payment transactions is provided electronically through eBanking, 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 price list for providing information older than this.

#### Other notices concerning the account

The Bank delivers other notices concerning the account by sending them electronically to the archive in eBanking or in writing to the address provided by the customer to the Bank or the Population Register Centre 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 electronic archive in eBanking or sends it to the address specified above in this section, the information or notice is considered received by the account holder or other individual on the seventh day after the notice was sent at the latest.

The customer sends notices concerning the account agreement and these terms and conditions electronically through

the message system of eBanking or in writing. The notice is considered received by the Bank on the seventh day after the notice was sent at the latest.

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.

## 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 assets 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 assets 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

Assets 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 ac-

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 assets 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. However, changes to the account ownership require permission from all of the account holders.

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 assets in the account

The account holders may only jointly pledge the account and the assets in it at any given time. In other respects, the provisions mentioned above concerning the pledging of assets 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

Assets 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, 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.

### 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 trusteeship

Those under trusteeship 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 trustee.

Legally incompetent account holders of at least 15 years of age may personally sign account agreements and control assets 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 assets, he or she 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 trustee

The account holder's trustee controls the account in the

same way as the account holder. The trustee 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 trustees, they control and make decisions concerning the account jointly, unless otherwise agreed between the trustees and the Bank or the tasks of the trustees have been differentiated by a decision of the authorities.

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

### 5.2 Rights of the trustee with power of attorney

Besides the account holder, a trustee with 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.

A trustee with power of attorney and his/her client both have the right to receive full account information on the client's account. The right to information of the trustee with power of attorney also concerns the client's account information prior to the confirmation of the trustee's power of attorney.

If the trustee with power of attorney has only been authorised to manage a particular task, the right to receive account information of the trustee with 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

Those 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 person authorised to access the account must immediately return any payment instruments to the Bank. The Bank can also demand the return of the payment instruments if it deems there is justified cause for this

Those 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 assets in the account, close the account or transfer their authorisation to a third party or authorise a third party to withdraw assets from the account, unless otherwise specified in the account agreement.

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

Those 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 with the authorisation granted by the specific power of attorney given by the account holder. The authorisation cannot be transferred to a third party unless otherwise specified in the letter of attorney.

## 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 payments and fees according to the service price list caused by collecting the overdraft. The Bank has the right to deduct the payments 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 delivered to the Bank;
- the signature on a document of withdrawal significantly deviates from the sample signature in the Bank's possession;
- the user of the account cannot provide reliable identification;
- the authorisation does not comply with the Bank's requirements;
- a cheque is presented for encashment after the period of validity;
- the Bank has other reason to suspect abuse of the account;
- the Bank has not received the evidence required regarding international sanctions directed at the account owner or the holder of the right to use the account as referred to in Section 15;
- the Bank has another reason to suspect that the international sanctions referred to in Section 15 are directed at the payee, directly or indirectly.

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 trustee with power of attorney in accordance with the letter of attorney confirmed by the local register office and the account holder cannot agree on the use of the account;
- a trustee is appointed for the account holder;
- the provisions of the Finnish Act on Credit Institutions 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.

If, despite a reminder, the account balance does not cover the payments and fees due to the Bank, the Bank has the right to close the account until the account holder has paid any payments 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. Value date, debiting and crediting the account

### 9.1 Value date

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 assets were taken into use by means of a payment instrument even before the debit from the account, the value date is the day on which the assets were taken into use. The value date of a credit to the account is the banking day on which the monetary amount of the payment transaction is paid to the account holder's Bank's account.

However, if the original monetary amount of the payment transaction is denominated in a currency of an EEA country, the value date of a credit to the account is the banking day on which the necessary currency exchange is executed. If the original monetary amount is denominated in another currency than the euro or a currency of an EEA country, the value date of the credit to the account is the banking day on which the assets are credited to the account holder's account.

The value date of a cash deposit is the day on which the assets are credited to the account. The value date of a cash withdrawal is the day on which the assets are debited from the account.

### 9.2 Debiting the account

The monetary amount of a payment order is debited or reserved from the 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 assets will be debited from the account during 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 assets.

### 9.3 Crediting the 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. The monetary amount of a euro-denominated payment transaction executed within the bank group in real time is credited to the account holder's account on banking days within the time limits of payment orders ["cut-off times"].

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.

A euro-denominated cash deposit is credited to the account immediately when the authenticity of the assets has been verified and the assets have been calculated. If a cash deposit is denominated in a currency of an EEA country, the crediting of the assets 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 assets are credited to the account holder's account once the authenticity of the assets has been verified, the assets 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.

## 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 decisions of the Bank's Board of Directors. 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.

### 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 defined, 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 evidence of the account holder's account position, unless otherwise proven by the account holder.

## 12. Payments and fees

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

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

### 12.1 Ensuring balance for payments and fees

The account holder is obligated to ensure that the account has a sufficient balance for those payments 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 payments 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 payments and fees payable to the Bank, the Bank has the right to debit the amount due to the Bank from the account.

Such payments and fees include:

- 1) penalty interest, payments and fees specified in the account agreement; and
- 2) payments 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, payments 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 payments 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 price list

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

The Bank sends notification of any amendment to the account agreement, its terms and conditions and the price list 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 price list enter into force as of the time notified by the Bank; however, no earlier than two (2) months from the delivery of the notice 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 eBanking message system or in writing that he or she objects to the amendment by the notified effective date. The customer has the right to give notice to terminate the account agreement immediately until the notified effective date of the amendments. 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 specified in the account agreement, the account holder has the right to terminate the agreement with immediate effect, in which case the assets in the account must be withdrawn. The Bank has the right to terminate the account agreement effective after two (2) months' notice has been given, unless a longer period of notice has been specified 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 assets 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;
- has materially acted contrary to the purpose of the account agreement and abused the rights based on it;
- 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 sends 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.

Upon termination or cancellation of the account, any payments 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 payments and fees paid in advance by the account holder insofar as they concern the period after the effective date of termination.

If there are assets in the account when it is closed, the Bank shall hold them on behalf of the account holder. No interest will be paid on the assets. The Bank also has the right to send the assets to the account holder as a money order by post to the address provided in accordance with section 2.3.

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 unpredictable reason that is beyond the party's control and the consequences of which that party would not have been able to avoid through careful action. 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 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 he or she 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 refer to 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 neglect 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)) or the Bank Board operating in connection with it, or the Consumer Disputes Board (KRIL, [www.kuluttajariita.fi](http://www.kuluttajariita.fi)).

### 21. Supervisory authorities

The Bank's operations are supervised by the Finanstilsynet, Århusgade 110, DK-2100 Copenhagen Ø, Denmark, telephone +45 33 55 82 82, [www.finanstilsynet.dk](http://www.finanstilsynet.dk).

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 ([www.kkv.fi](http://www.kkv.fi)), Finnish Competition and Consumer Authority, P.O. Box 5, FI-00531 Helsinki Finland, telephone +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 assets in the account as referred to in the account agreement are covered by the current Denmark's deposit guarantee as decreed by Denmark's 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 the time.

### 24. Privacy notice

We register and use data about you to offer you the advice and solutions, and to comply with the legal requirements that apply to us as a financial institution. You can read more about what data we register, how we use it and your rights in our privacy notice [www.danskebank.fi/privacystatement](http://www.danskebank.fi/privacystatement), which can also be provided in hard-copy for you. The notice also provides contact information if you have questions.

## 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 1 January 2020.

### 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 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 if 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 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 of 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.

The payer'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 to 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, termination 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/its 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](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 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 [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 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 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 de-merge 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.fi-nanssivalvonta.fi](http://www.fi-nanssivalvonta.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 undisrupted 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, disputes 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 Services

1<sup>st</sup> November 2021

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 "the Bank")
- Business ID 1078693-2
- Visiting address of the main office:  
Televisiokatu 1  
00240 Helsinki, Finland  
Telephone: 010 546 0000

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 the Finanstilsynet, Århusgade 110, DK-2100 Copenhagen Ø, Denmark, telephone +45 33 55 82 82, [www.finanstilsynet.dk](http://www.finanstilsynet.dk).

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.

## 2. Customer service and service languages

A customer may contact the Bank's customer service in Finnish, Swedish or English, tel. 0200 2580 (Finnish service), 0200 2570 (Swedish service) or 0200 2590 (English service). In addition, the customer may contact the Bank electronically, in writing or by visiting the Bank's branch office. 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). Should there be a conflict between the different language versions of the terms

and conditions of agreement, product and service descriptions, or the Bulletin on Payment Service, the Finnish language version takes precedence. 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 another user-specific instrument or method on the use of which for payment orders the user of the payment service and the service provider have agreed.

**Payment Transaction** refers to an action through which funds are transferred, withdrawn or placed at a party's disposal.

**Payment Order** refers to an order placed by a user of a payment service with his/her 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. The execution of a Payment Order includes the measures by the service provider to process the order and transfer 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 makes a notification 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 card holder 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. Should there be a conflict 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 take precedence.

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 properties of payment services

### 4.2.1 Payment accounts

#### 4.2.1.1 General

Typically, payment accounts are accounts intended for managing daily finances. A payment account may include or not include an overdraft facility. Credit accounts linked to credit cards are also payment accounts. In turn, accounts with which restrictions of use, such as withdrawal or deposit re-

strictions, are associated according to the terms and conditions of the account, the agreement or by law are not payment accounts. Such accounts include, for example, various fixed-term deposits and home savers' bonus 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

The Current account is intended for managing daily monetary transactions. The account includes the most common payment transfer services. The interest paid on the current account is stated in the current account agreement of the customer 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 price list. The funds in the account are covered by the deposit guarantee within the scope stipulated in the law.

#### 4.2.1.4 Youth current account

A youth current account is an account opened for a customer under 18 years of age, intended for managing daily finances. 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 price list.

#### 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 price list.

The interest paid on the savings account is agreed in the account agreement.

#### 4.2.1.6 Danske 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 agreed in the account agreement.

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 price list.

#### 4.2.1.7 Overdraft facility

An overdraft facility is a loan agreement according to which 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 no collateral or with collateral. The more specific credit terms and conditions are available 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 payments and fees connected with granting and using the credit and other services are available in the Bank's service price list 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 available 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 payments and fees connected with granting and using the credit and other services are available in the Bank's service price list 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

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 banking services), through the payment envelope service and as a personal service at branches and through the telephone service.

##### Recurrent payment

Recurrent payments are account transfers executed in accordance with a separate authorisation. The contents of the payment, the interval of the recurrent payments and their number are agreed on in the authorisation.

A recurrent payment agreement may be made through eBanking or as a personal service.

#### E-invoice and direct payment

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

The invoicer 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 implement the direct payment of invoices agreed with the Customer automatically on their due date from the Customer's account based on an assignment 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 mobile banking services 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 invoicer. The invoicer retains the direct debit mandates. Direct debit information is transferred from the invoicer to the invoicer'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

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

#### 4.2.6 Payment Instruments

##### 4.2.6.1 Cards

##### Mastercard credit card and Mastercard Credit/Debit card

Mastercard, Mastercard Gold and Mastercard Platinum cards are the Bank's international charge and credit cards whose credit limit can be EUR 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-related services, such as 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 available 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 available in the Bank's valid service price list and/or the specific card terms and conditions.

##### Debit Mastercard

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

The more specific preconditions 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 payments and fees connected with granting and using the card and other services are available in the Bank's service price list 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.

The 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 by his/her 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 his/her 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.

The bank identifiers are always emphatically personal, and they must not be surrendered to a third party in 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 Services concerning cash

##### 4.3.1 Cash transportation service

The Bank may receive an order for transporting cash for calculation and crediting. The funds are credited to an account with the recipient Bank after the authenticity of the funds has been checked and the amount of funds has been calculated within a time agreed on separately.

##### 4.3.2 Cash deposit to the user's own account

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

If the account holder is a consumer, the account holder's Bank will credit the funds to the account as soon as the authenticity of the funds has been checked and the funds have been calculated.

If the account holder is not a Consumer, the account holder's Bank will credit the funds to the account at the latest on the next Banking Day after the authenticity of the funds has been checked and the funds have been calculated.

##### 4.3.3 Cash payments

The Bank may receive an order for transfer of money. The execution of the payment order is begun after the authenticity

of the funds has been checked and the amount of funds has been calculated.

The Bank may require that the cash be first deposited to an account of the party giving the payment order with the Bank in question, after which the Bank executes an account transfer or money order.

The Payer's bank executes the order 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 his/her 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 his/her 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 his/her consent concerning direct debit in its entirety by giving notice to terminate the direct debit authorisation.

### 5.1 Receipt of a payment order

The Bank starts the execution of a payment order on the agreed due date or after receiving the order (*Start Date*). If the agreed due date is not a Banking Day, it is postponed to the following Banking Day. If the specific payment type, such as a SEPA instant transfer, is transmitted on all weekdays, the Bank will charge the payer's bank on the initial day. If no due date has been agreed, the Start 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 exchange of currencies, the order is only regarded as received once the currency exchange has been carried out.

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

- in the case of orders received at branches and the telephone bank during opening hours but no later than at 9:00 p.m., the same day and in the case of orders received after 9:00 p.m., the following Banking Day,
- in the case of urgent transfers received no later than 4:15 p.m., the same 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 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, in the case of orders received through eBanking no later than at 9:00 p.m., the same day and in the case of orders received after 9:00 p.m., the following Banking Day,
- in the case of a currency payment order or a cross-border euro-denominated payment order within the euro area received through eBanking no later than at 6:15 p.m., the same day and in the case of an order received later than 6:15 p.m., the following Banking Day,
- in the case of a foreign cheque order received through eBanking no later than at 2:45 p.m., the same day and in the case of an order received later than 2:45 p.m., the following day,
- in the case of Web payments, the same day.

In the case of 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 notified days with exceptional opening hours, the Start Date is the current day and in the case of orders placed after 12:00 noon, the following Banking Day.

### 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 offers the service in question. 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 received for processing no later than on the fourth (4th) Banking Day after the Payer has handed over the payment envelope at his/her own Bank's reception point.

An order handed over to be delivered by post is regarded as 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 a potential 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 except for the euro regardless of the location of the Payer's or the recipient's service provider, and
- to euro-denominated payments in whose execution 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 started by the recipient or by mediation of the recipient, i.e. "recipient-prompted" payment transactions, typically including 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 comprise the following:

- the monetary amount charged is not precisely specified in the consent given by the Payer and
- it is larger than the Payer could reasonably expect considering his/her 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. The Payer's bank notifies the invoicer's bank of the reimbursement. The invoicer's bank makes an adjustment transaction concerning the direct debit and notifies the invoicer 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. Therefore, the reimbursement 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 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 other 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 his/her 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.

The Bank does not in any situations or using any means, for example by telephone or by e-mail, inquire from the customer the PIN Code of a payment card or information related to bank identifiers 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 possessed by 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:

- personally 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 9 a.m. to 4 p.m.; or
- by telephone round 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).

When a Payment Instrument is notified to be lost or possessed by 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 of an unexecuted, unauthorised or erroneously executed payment transaction using the Bank's customer service number indicated above.

### 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) he or she has handed over a payment card, PIN Code or other Identifier to a party unauthorised to use it;
- 2) the loss of a payment card, PIN Code or other Identifier, their being possessed by another party in an unauthorised manner or their unauthorised use is due to his/her negligence; or
- 3) he or she has not notified the Bank in accordance with section 6.2.1 of the loss of the payment card, PIN Code or other Identifier, their being possessed by 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 EUR 50. However, the Payment Instrument Holder is fully responsible for unauthorised use of the Payment Instrument if he or she has acted intentionally or through gross negligence.

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

- 1) insofar 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, PIN Code or other Identifier, their being possessed by 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 ensured 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 or Visa).

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 he or she does not 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 price list 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 he or she objects 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 price list is available in the terms and conditions related to products and services.

### 8. Client counselling 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 9 a.m. to 4 p.m. 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, he or she should primarily contact the Bank's service desk where these terms and conditions are considered to be violated. Complaints should be made in writing.

#### 8.1 Other remedies

Insurance and Financial Advisory Office,  
Porkkalankatu 1, FI-00180 Helsinki,  
tel. +358 (0)9 6850 120,  
[www.fine.fi](http://www.fine.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)

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 e-mail address, which is [danskebank@danskebank.fi](mailto:danskebank@danskebank.fi).

### 9. Applicable law

Finnish law is applied to payment services.

## 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)