

## Terms and conditions of use for the Siirto-app **04.2020** 1 (5)

Siirto is a service downloadable on mobile devices and transmitted by Nordea Bank Abp (hereinafter 'Nordea'), including services offered by Nordea. The service is used through an app installed on a mobile device. The app is mobile-device-specific, i.e. you need to install it separately on each of your mobile devices.

Users registered for the service can make euro payments to each other using their mobile phone number. The user combines his or her mobile phone number in the service with the bank account number within the service on which the user intends to receive and make payments. The payment is made as a credit transfer between the payer and the payee. The payments cannot be refunded.

The service is intended for consumers, but the payee may also be a company. The condition for consumers receiving a payment is that the payee is registered for the Siirto app or for another service provider's corresponding app. The availability and features of the Siirto service may vary by service provider; for example, not all banks' apps can necessarily receive payment requests from Nordea's Siirto.

Use of the Siirto app does not require Nordea's online access codes or an account in Nordea, but you can also use the app for your accounts in other supported banks with the identification means of the banks in question.

Nordea may add its own services or services provided by third parties to the Siirto app. Nordea is entitled to change the contents of the Siirto app and the services and their functionalities in the manner described in these terms and conditions.



### 1. Terms and conditions applicable to the use of the Siirto app

These terms and conditions of use are applied to the activation and use of the Siirto app. In addition, the payments made with the app and the related rights and obligations are subject, as applicable, to the currently valid Nordea's general terms and conditions for eurodominated payments transmitted within the Single Euro Payments Area and the general terms on services used with access codes (hereinafter the 'Payment Terms'). A payment transaction made in Siirto is a payment transaction referred to in the Payment Terms. In addition to these Siirto agreement terms and conditions, the agreement terms and conditions of your own bank on credit transfers or payments may be applicable to your payments. Your own bank will provide you with additional information on these terms and conditions.

The Payment Terms are supplemented with these terms and conditions of use for the Siirto app by describing how payment transactions are made with the Siirto app, what kinds of extra precautionary measures the users of the app must take and how using the Siirto app will affect the liability relationship between the account holder and Nordea.

If there is a conflict between these terms and conditions of use for the Siirto app and the Payment Terms, the former shall prevail.

# 2. Information on the service provider of the Siirto app and on the registrar of the personal data included in the app services

Nordea Bank Abp Satamaradankatu 5 FI-00020 NORDEA, Finland Business ID: 2858394-9 Tel: +358 (0) 200 70 000 (local network charge/mobile call charge) nordea.fi/en

Nordea Bank Abp is registered in the Trade Register maintained by the Finnish Patent and Registration Office. Nordea Bank Abp is domiciled in Helsinki.

Contact information on Nordea Bank Abp's branches that serve customers is available at nordea.fi/en.

### 3. Main features of the Siirto app

You can make and receive payments within the Siirto app, i.e. pay from one account to another between banks and view the data related to these transactions. You can add additional features to the service later on, but the activation of these features may require you to accept certain separate agreement terms and conditions.

### 4. Activation of the Siirto app and conclusion of the Siirto agreement

You can start using the Siirto app if you have a valid Netbank agreement, the Nordea Codes app and a mobile phone subscription. If you are not a Nordea customer, you can use Siirto when you have a suitable account in a bank that can be connected to the Siirto app and when you can be identified strongly (with a code card provided by your bank, for example). Persons aged 15 or older who have funds in their own control on a bank account connected to the service are entitled to use the Siirto app. Persons aged under 15 are entitled to use the Siirto app with their guardians' (e.g. parents') consent. You can only connect an account suitable to the service to which the user has the access right.

You can connect any valid mobile phone number to the Siirto app. For security reasons, Nordea may restrict the use of mobile phone numbers of certain types in the service.

The phone number does not have to be the same as the number you have given for Netbank use. If you give your mobile phone number to us, you also consent to it being processed for the use of the service and for its surrender to a third party for the identification of the account number and name. The third party may be Nordea's subcontractor or another bank to whose account you are making a payment, for example. The mobile phone number you give us will be processed as any other piece of personal data. Further details of the use of personal data are available in the consent concerning the use of personal data. To activate the app, the user needs to download it from the app store on his or her mobile device. The device to be used must be compatible with the requirements of the app store.

A requirement for the use of the Siirto app is that you identify yourself by using Nordea Codes app. Other banks' customers need to identify themselves with the online identification methods used in their bank's network.

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You will conclude a Siirto agreement by downloading the app from the app store and by accepting the terms and conditions of use for the Siirto app as binding on you. The currently valid terms and conditions will be applied to the Siirto agreement.

By accepting the terms and conditions of use:

- you confirm these terms and conditions of use and the Payment Terms as binding on you,
- you undertake to pay fees in accordance with the tariff and give your consent to the fees being debited to either your account in the bank or in some other manner separately described and
- you give your consent to the processing of your personal data, which means, among others, that the information accrued through the Siirto app, including personal data, will be collected and used in the Siirto app for the classification of the payment transaction information shown to you in the Siirto app as well as for the development of the app, follow-up on the app and compiling statistics on the app, for the provision of the service, for the provision of Nordea's services to you and for marketing purposes if you give a separate consent to it. Using the service or its additional features without this personal data is not possible. Further details of the personal data used are available in the separate consent concerning the use of personal data.
- you accept the fact that your name and mobile phone number are shown to the payer or the payee. This also applies to unlisted mobile phone numbers.
- you undertake to use a mobile device for paying in accordance with Nordea's security instructions and to notify Nordea if the mobile device is lost or not in your control.

In order to run, the Siirto app needs the following features on a mobile device:

- An Internet connection
- A mobile phone connection for calling Nordea Customer Service through Siirto
- A mobile phone subscription that can receive text messages
- A compatible operating system; see the valid minimum requirements in the app store.

The app will give you a confirmation when the Siirto app has been activated successfully and the agreement has been concluded.

### 5. Protection and secure use of a mobile device

After you have activated the Siirto app, you can make small credit transfers on your mobile device without a PIN or payment-specific identification. Your strong identification (for example, identification with the code app or with another bank's codes) will be valid for a maximum of thirty (30) days. If you do not log out from the app after using it, you can possibly make payments from the app to a limited extent without identification or a PIN. Thus, it is especially important that you protect your mobile device on which you use the Siirto app with a separate PIN or password.

The ID or password of the mobile device may not be disclosed to any third party. You cannot choose such a number combination as the ID or password that could be easily associated with the user of the app. You must keep it safe and use it carefully in such a manner that any third parties cannot learn the code or combine it with the Siirto app. Further information about secure use of the app and the service is available at <a href="https://www.nordea.fi/henkiloasiakkaat/turvallisuus/">www.nordea.fi/henkiloasiakkaat/turvallisuus/</a>.

### 6. Delivery of the agreement terms and conditions

Nordea will deliver the agreement terms and conditions to you after the Siirto agreement has been concluded via Nordea's Netbank, Nordea Omaposti service or in writing to the address available in Nordea's customer register or obtained from the Population Register Centre. The currently valid terms and conditions of use for the Siirto app and the Payment Terms are available at nordea.fi and in the Siirto app.

Nordea's Omaposti service is a service offered to the users of the Siirto app. The terms and conditions of use for Siirto are delivered to Omaposti. Logging in to the service requires strong identification (with the code card provided by your bank, for example). Further information on the service is available at: www.nordea.fi/henkiloasiakkaat/nordean-omaposti.html.

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During the validity of the agreement, you are entitled on request to obtain these terms and conditions from Nordea in writing or through some digital means separately agreed on.

#### 7. Service fees and other charges of the Siirto app

Nordea will charge the service fees related to the Siirto app in accordance with the tariff.

Nordea is entitled to revise the service fees of the Siirto app by raising the service fees mentioned in the tariff or by adding new fees to the tariff by following the revision procedure in accordance with these terms and conditions of use.

Users of the app should bear in mind that they are liable for any data transfer costs of their mobile device. If you use some other bank's than Nordea's account in Siirto, please remember that the other bank can debit service fees from you.

### 8. Logging in and out of the Siirto app

Nordea customers log in to the Siirto app by using the Nordea Codes app. Other banks' customers log in to Siirto using their banks' online identification methods. If you do not separately log out of the Siirto app, no new login is required the next time the app is opened and the account balance and the transactions are shown in the app.

You can make a payment with the Siirto app only after you have activated the app and have logged in to the app as a user.

### 9. Making and receiving payments with the Siirto app

When you activate the Siirto app, you choose which of your accounts suitable for the app you want to use for payments. In connection with activation, this account will be linked for payment use in Nordea's Siirto app. Using the Siirto app for making or receiving credit transfers requires that the account linked to the service can be used for payments in accordance with the Payment Terms.

The payment will be made with a mobile phone number. In the app, search the phone number of the person to whom you want to transfer money. If the phone number of the person is in the service, the app tells you that making payments is possible and shows you the name of the person. After this, you can transfer the amount of your choice. The credit transfer takes place between your bank account and the payee's bank account. You must verify that you are about to transfer money to the right payee, i.e. that the name of the person corresponds to that of the person to whom you are making a payment. If you are uncertain as to whether the payment will go to the right person, ask the payee to send a payment request to you.

The payment is usually effected immediately and at least within the next banking days. When making a credit transfer, also check that you have keyed in the amount to be transferred correctly.

In future, you will be able to add a picture to the service from your mobile device. The picture will be transmitted to the recipient in accordance with the service terms and features of his or her own service provider.

Inappropriate pictures or pictures contrary to accepted principles of morality may not be saved in or distributed through the service. You are liable for ensuring that you have sufficient rights to the pictures you add to the service. If other people feature on your pictures, you are also liable to acquire these people's permission to send the pictures. Nordea may delete any content that it deems to be against any terms and conditions of use, security, the law and other provisions, regulations or guidelines, or otherwise improper content, from the service.

The pictures added to the service are not shown to any others than the recipients you have selected.

Nordea is not liable for the pictures or their use.

You can also make a payment request in the app. Then the user from whom you are asking a payment receives a payment request in the app and on the device to which the person's mobile phone number is linked. The user who has received the request can either reject the payment request or accept the transfer, i.e. make the payment. The recipient of the payment request and the person approving it must also check that the content and payee are correct.

You must always check from your transaction data if the payment has been successful. You cannot cancel a payment made with the Siirto app after you have accepted it.

Making a payment in the Siirto app requires that your mobile device is in connection with Nordea's service and that your account in another bank is available. The payment will be credited in the payee's bank account regardless of whether the payee is logged in and connected to the app during the payment in order to receive the payment.

The bank may set limitations on the euro amounts or the number of credit transfers for security reasons.

You can use the payment initiation service through the Siirto app from the payment accounts of the currently available banks. The payment initiation service is a service in which Nordea initiates, upon the payer's request, a payment order from the payment account in the bank of the payer of the payment order through a technical interface.

#### 10. Browsing and management of payments

You can view the credit transfers made through the Siirto app and the available funds you have in your account. This information service is a real-time additional service available through an Internet connection. Because of technical restrictions, the available balance is only available for Nordea accounts. The app does not show other transactions in your account, such as payments or cash withdrawals made in Netbank. You must check the accurate debit entries of the payments made with the Siirto app in your account as usual. You are deemed to have received information on the payment transactions in accordance with the applicable account terms and conditions or the Payment Terms. If you detect incorrect payments, you must make a complaint to Nordea in accordance with Nordea's general terms and conditions of payment transmission.

### 11. Right to use the Siirto app

When you accept these agreement terms and conditions, Nordea will grant you a personal right to use the Siirto app. Only the holder of the account installed in the app is entitled to use the app. The Siirto app is property of the bank and it may not be altered, copied or surrendered to any third party.

Nordea or a third party holds all copyrights, patents, business secrets, trademarks and other immaterial rights relating to the Siirto app.

Nordea cannot guarantee uninterrupted access to the Siirto app or the individual functionalities included in it. The Siirto app is normally available to you 24 hours a day seven days a week. However, access to the app may be temporarily interrupted due to updating, maintenance, a service break, a disturbance or for some other similar reason.

Nordea seeks to notify its customers well in advance of any interruptions in the use of the app. Any interruptions are announced on Nordea's website at <a href="www.nordea.fi">www.nordea.fi</a>. However, Nordea is not obliged to notify its customers in advance of such interruptions in the service that are short-term and of minor significance or that result from security-related or other unexpected reasons.

### 12. Loss of PIN code, user ID or mobile device

If the Nordea access codes, the PIN code of the codes app, some other means of identification you are using or the mobile device on which the Siirto app has been installed is lost or falls into the hands of a third party or a third party has gained knowledge of any of them (or if you as the user of the app suspect that this has happened), you as the user of the app must notify Nordea and the bank the online banking codes of which you use of this without delay. You can notify Nordea by visiting a branch in person or by calling Nordea Customer Service, tel 0200 70 000 (local network charge/mobile call charge, calls from abroad + 358 200 70 000). The service in Finnish is normally available 24 hours a day on every day of the week. Please note that if you have lost the other bank's online banking codes and passwords, you must also contact this bank's customer service in order to prevent the misuse of these codes. Nordea is not liable for the misuse of such codes and it is not liable to prevent their use.



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### 13. Liability for the correctness of information, for payment transactions and misuse

The account holder using the app and the account holder in accordance with the Payment Terms are liable for all payment transactions made with the Siirto app in accordance with the Payment Terms. You are liable to ensure that the information you give is correct and up to date. Nordea is not liable for the correctness of this information. The liability for the payment transactions made with the Siirto app ends when Nordea has received your notification to terminate the Siirto app.

The account holder's liability for unauthorised payment transactions made with the Siirto app ends when Nordea Customer Service or a Nordea branch receives a notification of the loss of the mobile device, the Nordea access codes or the PIN code or some other means of identification or the codes app or of them falling into the wrong hands or of their unauthorised use, unless the account holder has intentionally made a false notification or otherwise acted in a fraudulent manner.

The account holder is only liable for unauthorised payments made and received with the Siirto app if

- you have given the mobile device or the mobile PIN code to a third party, in which case the liability is not limited
- the falling into the wrong hands of the Siirto app, the codes app or some other means of identification results from your failure to meet your obligations in using the service laid down in clause 5 of the terms and conditions out of negligence, in which case your liability is limited to 50 euros. The liability is not, however, limited if the cardholder has acted intentionally or out of gross negligence.
- you have failed to notify Nordea in the manner described above
  of the loss of the mobile device, the codes app or some other
  means of identification or of them falling illegally into the hands
  of a third party or of their unauthorised use immediately after
  noticing it. In such a case, the liability is limited to 50 euros. The
  liability is not, however, limited if you have acted intentionally or
  out of gross negligence or
- if you have given incorrect information when registering up for the service.

### 14. Liability for damages and Nordea's limitations of liability

Nordea is liable to compensate a user of the service only for direct financial loss caused by Nordea's own error or negligence. In such a case, Nordea only compensates the user for the capital, a realised interest loss and the necessary and reasonable costs arising from investigating the damage, and refunds the service fees charged only insofar as they concern the negligence or error that caused the damage or loss.

Nordea is not liable for the use of an account in another bank, a disturbance, insufficient availability or for some other factor which affects the operation of the Siirto app for a reason attributable to the other bank.

Nordea is not liable for the contents, payments, functioning or data security of the services of merchants, credit and payment institutions or other operators that have joined the Siirto service.

Nordea is not liable for any indirect damage caused to you unless the damage has been caused deliberately or through gross negligence. Indirect damage refers to loss of income or ungained income caused by Nordea's faulty procedure or measures arising from it, damage caused by an obligation based on another agreement, or other comparable damage that is difficult to predict.

You must take reasonable measures without delay in order to limit the damage. Such reasonable measures include notifying the bank of the damage or theft of the mobile device. If you neglect to do this, you are liable for the damage insofar as you have failed to take reasonable measures to limit the damage. However, damages payable by Nordea to you based on actions in breach of the law or an agreement can be conciliated, if the damages are unreasonable taking into consideration the reason for the breach, your possible contribution to the loss, the consideration paid for a service, the bank's possibilities to anticipate and prevent the damage and other circumstances.

Nordea is not liable for any damage arising from force majeure or similar undue disruption of its operations. Examples of such impediments potentially relieving a contracting party from liability include

- action taken by the authorities,
- war or the threat of war, insurrection or civil unrest,
- disruption in postal services, automatic data processing, data transfer, and other digital communications or electric power transmission beyond Nordea's control.
- an interruption or delay in Nordea's operations caused by a fire or other accident;
- industrial action, such as a strike, lockout, boycott or blockade, regardless of whether the bank is involved or not.

A force majeure or any other of the above circumstances entitles Nordea to interrupt the provision of the service until further notice.

### 15. Notifications between you and Nordea

Unless otherwise agreed, Nordea will deliver service messages and notifications concerning the Siirto app in your Netbank.

You can send proposals to Nordea for changes to the service in writing, as customer mail in the Nordea Netbank or in Nordea's Omaposti service or in some other separately agreed manner.

### 16. Amendments to the Siirto agreement and the terms and conditions of use and revisions to the tariff

Nordea is entitled to amend the agreement and its terms and conditions and to revise the tariff.

Nordea will send you a notification of any amendment to the agreement, the terms and conditions of use and/or any revision to the tariff in your Nordea Netbank service or by other permanent digital or written means separately agreed on.

The amendment or revision enters into force at a time stated by the bank; however, at the earliest two (2) months from sending the notification at the earliest.

The Siirto agreement continues in its amended form, unless you notify the bank in writing or through a digital means separately agreed on that you do not approve of the amendment.

If you do not approve of the amendment, you are entitled to give notice on the Siirto agreement in accordance with these terms and conditions of use.

Removing the Siirto app from your device is not considered rescission or termination of your agreement.

### 17. Rescission of a Siirto agreement

In accordance with the Finnish Consumer Protection Act, you as a consumer are entitled to withdraw from the activation of the Siirto app or the conclusion of the Siirto agreement by notifying Nordea of this within fourteen (14) days of having received the terms and conditions of use in Nordea's Netbank or in writing after the service has been opened for you.

The rescission must be confirmed within the time limit through the Mail function in Nordea's Netbank, through Nordea's Omaposti service or by calling Nordea Customer Service, tel 0200 70 000 (local network charge/mobile call charge; calls from abroad: tel + 358 200 70 000) or in writing to Nordea Bank Abp, Korttipalvelut/Operations FI, Aleksis Kiven katu 3-5, FI-00020 Nordea. You must include your name in the notification and specify the agreement which the rescission concerns. You must always sign a written notification.

Removing the Siirto app from your device is not considered rescission or termination of your agreement. Rescission of your agreement does not entitle you to cancel the measures already taken in the service.

### 18. Closure of the Siirto app

Nordea has the right to close the use of the Siirto app, leave an order submitted to it unexecuted or leave an application unprocessed

- · for security reasons;
- if there is reason to suspect that the identification data is used illegally or fraudulently;
- if you are using the identification data essentially in breach of these terms and conditions;



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• if you have deceased.

Nordea notifies you in advance of preventing the use of the app or leaving an order uncompleted or unexecuted and of the reasons for doing so in writing or as a message in your Nordea Netbank or immediately after the use of the app has been prevented if this is well justified for preventing or restricting damage. No notification will be made if the notification could endanger the security or reliability of the payment services or if making such a notification is forbidden by law

If the grounds for preventing the use no longer exist, Nordea will restore your access to the Siirto app on your request.

### 19. Assignment of the agreement

Nordea is entitled to assign the bank's rights and obligations, as referred to in these terms and conditions of use, to a third party. Should Nordea merge or demerge or assign all or part of its business, all rights and obligations based on the Siirto app and these terms and conditions of use between you and Nordea will remain in force vis-à-vis the receiver of the business.

You are not entitled to assign your rights or obligations based on the Siirto app or these terms and conditions of use to any third party.

### 20. Validity of this agreement

This agreement is valid until further notice.

You are entitled to give notice on this agreement with immediate effect by reporting the termination to Nordea Customer Service, tel 0200 70 000 (local network charge/mobile call charge; calls from abroad: tel + 358 200 70 000). You can also terminate your Siirto agreement in the app's "Account settings" by using strong identification.

The bank has the right to terminate the Siirto agreement with a notice period of two (2) months.

Nordea will send you a notification of the termination or rescission of the agreement in writing or in your Nordea Netbank. A written notification is considered having been received by you on the seventh (7th) day following the dispatch and a digital notification on the day it was sent.

Removing the Siirto app from your device is not considered rescission or termination of your agreement.

### 21. Supervisory authority

Nordea Bank Abp's operations and activities are supervised by and the licensing authority is:

European Central Bank (ECB) Sonnemannstrasse 22 60314 Frankfurt am Main, Germany Tel: +49 69 1344 0 ecb.europa.eu

Nordea Bank Abp is supervised within the bounds of its jurisdiction by:

Financial Supervisory Authority Snellmaninkatu 6/PO Box 103 FI-00101 Helsinki, Finland Tel: +358 (0)9 18351 E-mail: fiva@fiva.fi finanssivalvonta.fi/en

In addition, the Consumer Ombudsman serves as the supervisory authority for consumer customers:

Finnish Competition and Consumer Authority FI-PO Box 5 00531 Helsinki, Finland Tel: +358 (0)29 505 3000 (switchboard) kkv.fi/en

### 22. Applicable law and settlement of disputes

This agreement is governed by Finnish law.

Any disputes arising from this agreement are to be settled at the District Court of Helsinki. You as a consumer are, however, entitled to submit disputes to the district court of the Finnish municipality in the jurisdiction of which you are domiciled or permanently resident. If you do not have permanent residence in Finland, disputes will be settled at the District Court of Helsinki.

In addition, you as a consumer are also entitled to submit any disputes concerning the Siirto app or these terms and conditions of use to out-of-court arbitration bodies, which are the Finnish Financial Ombudsman Bureau FINE (<a href="www.fine.fi">www.fine.fi</a>) or the Consumer Disputes Board (<a href="www.kuluttajariita.fi">www.kuluttajariita.fi</a>). Before filing a complaint with the Consumer Disputes Board, you must contact the consumer rights advisers at a Local Register Office (<a href="www.kuluttajaneuvonta.fi">www.kuluttajaneuvonta.fi</a>).