

If there are differences between the different language versions of these terms and conditions, the Finnish version shall have precedence.

### 1. Scope of application

Unless otherwise agreed, these general terms and conditions are applied in the Single Euro Payments Area to euro-denominated credit transfers and money orders and to the cash-related services referred to below when both the payer's bank and the payee's bank are located in the Single Euro Payments Area and the payment order does not include foreign exchange.

These general terms and conditions shall also be applied, as applicable, to other payment orders, such as direct payments and card payments, as a supplement their respective terms and conditions.

The terms and conditions of the account agreement and a service agreement concerning the payment order, if any, are also applied to the execution of payment orders.

These terms and conditions are not applied to cheques.

### 2. Definition of terms

**Banking day** is a day on which the payer's or the payee's bank is open for business and is thus able to execute the payment transaction on its part. In Finland, banking day refers to weekdays from Monday to Friday, excluding Finnish holy days, Independence Day, May Day, Christmas and Midsummer Eve, and any other day that cannot otherwise be considered a banking day.

**BIC** (Business Identifier Code, ISO 9362) is an international code that identifies the bank. The BIC is also known as the SWIFT code.

**Commencement date** is the banking day on which the payer's bank initiates execution of the payment order.

**Consumer** is a natural person using a payment service who concludes an agreement on a payment transaction primarily for purposes other than his or her business activity.

**Credit transfer [in Finnish tilisiirto (SEPA-alueella)]** refers to the debiting of the payer's account on the payer's initiative for a transfer of funds to the payee's account. What is said in these terms and conditions about credit transfers also applies to cash payments insofar as funds are transferred to an account. In national credit transfer, the payer's and payee's banks are located in Finland. In cross-border credit transfer, the payer's and payee's banks are located in different states within the Single Euro Payments Area.

**Due date of payment** is the date given by the payer to the payer's bank as the commencement date of the execution of the payment order.

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

**Intermediary bank** is a bank or another institution that is involved in the transfer of funds besides the payer's bank and the payee's bank based on an order given by the payer's bank or the payee's bank.

**Money order** means a payment order given by the payer to the payee's bank on transferring a certain amount of money so that it is available to the payee.

**Payee** in credit transfers, the payee is the payment service user who receives funds to an account to which he or she has access; in money orders, the payee is the party to whose disposal the funds are transferred.

**Payee's bank** is a bank or payment institution that receives the funds on the payee's behalf and transfers the funds to the payee's account or makes the funds available to the payee.

**Payer** is the initiator of a payment order.

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

**Payment instruction** is an instruction, given by the payer to the payer's bank to transfer funds to the payee.

**Payment order** is an order given by the payer to the payer's bank to execute a payment transaction such as a credit transfer, SEPA Instant Credit Transfer, money order or cash payment. The execution of a payment order includes the

measures of the payment service user's bank to process the payment order and to transmit the payment.

**Payment service user** is a party that may under an agreement made with the bank use a payment service or payment services in the capacity of either a payer or a payee or both.

**Payment transaction** is an act of transferring, withdrawing or making funds available.

**SEPA, or Single Euro Payments Area**, is a single Europe-wide payments area created by European banks, the European Central Bank and the European Commission. The current member states of the Single Euro Payments Area are defined on the bank's website at [www.nordea.fi](http://www.nordea.fi).

**Payment initiation service** is a service in which a service provider registered as a payment institution initiates a payment order through a technical interface approved by the bank from a payer's payment account held in the payer's bank that is accessible online in a manner agreed on between the bank and the customer.

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

**SEPA Instant Credit Transfer** is a credit transfer that is executed immediately, round the clock and on every day of the calendar year.

### 3. Placing a payment order and Verification of Payee service

The payer gives a payment order by supplying the payer's bank with the information needed for the execution of the payment. The payer gives his or her consent to execute the payment order by signing the payment order form or by confirming the payment order using a personal or business identification code issued by the bank or by any other means agreed on with the bank.

The payer is required to give the following information:

- details of the payer
  - payer's name
  - one of the following: payer's address, date and place of birth, customer number given by the payer's bank, personal identification number or business identity code (if the payment is charged to account, the payer's bank may fill in this information from its own system and the payer need not give the details separately)
  - number of account (in IBAN format), if payment is made from account
- details of the payee
  - payee's name
  - in credit transfers and in SEPA Instant Credit Transfers, the information identifying the payee's bank
    - account number in IBAN format
    - in national instant credit transfers the account number in the national or IBAN format
  - in money orders, the address of the payee
- amount of payment.

The payee's bank may also offer the payer a chance to give other information such as:

- due date of payment
- payee's address
- payee's identification details
- identification details given by the payer (payer's reference)
- name of the original payer
- name of the end payee
- subject of the payment
- payment identification details for the payee (eg reference number or message)

Upon demand the payer is required to prove his or her identity and specify the source of the funds and the purpose of their use. The bank is entitled to verify the details of the payer.

The bank may compare the payment information against the financial and other sanctions issued by the European Union or the United Nations Security Council as well as against the sanctions, notices and orders of Finnish and foreign authorities and other corresponding parties, such as the Office of

Foreign Assets Control (OFAC), (hereinafter the 'international sanctions') and, if needed, demand the payment service user to give further information on the payment and take action required by the international sanctions. Banks and payment systems processing the payment may be obliged, under either legislation of the state where they are located or by virtue of the contracts they have concluded, to give information on the payer to the authorities.

The bank has the right to decide in which currencies or which countries it executes payments to/from, and may from time to time not offer payments in certain currencies or to/from certain countries. Such restrictions may also be applied to payments made through certain digital channels. Information on restrictions regarding currencies and/or countries, and any changes thereto, will be published on the bank's website or a Channel Service used by the customer. Changes will take effect immediately after such publication.

The payer is responsible for the validity of the information given in the payment order. Unless otherwise agreed, the payer's bank is not obliged to rectify or supplement a payment order. However, if the bank detects an error in a payment order upon its receipt, it will try to notify the payer of the error, if possible.

The credit transfer and SEPA Instant Credit Transfer are transmitted to the payee solely on the basis of the IBAN, even if the payer had given other information for executing the payment transaction.

The bank is entitled to transmit the payment on the basis of the national part of the account number. The payee may channel the funds to any of his or her accounts by agreeing on the matter specifically with his or her bank.

A money order is transmitted in favour of the payee on the basis of the payee's name and address given by the payer.

The payer's bank offers the payer a service for verifying the payee to whom the payer intends to make a credit transfer ("Verification of Payee service"). The payer's bank executes the Verification of Payee service after the payer has submitted the information on a payee and before the payer accepts the credit transfer.

If the channel provided by the payer's bank that is used for submitting payment orders requires the payer to enter an IBAN and the payee's name or other identifying details of the payee on a payment order, the payee's bank must, at the request of the payer's bank, check whether the IBAN and the name of the payee provided by the payer match each other. If they do not match or are only a close match, the payer's bank will notify the payer of this based on the information provided by the payee's bank and inform the payer that acceptance of the credit transfer could lead to the funds being transferred to a payment account not controlled by the payee. If the name and IBAN of the payee or other identifying details submitted by the payer are close matches, the payer's bank must provide the payer with the payee's name associated with the IBAN submitted by the payer.

After receiving the notification from their bank, the payer may decide not to accept the credit transfer. If the payer decides to disregard the delivered notification and to accept the credit transfer, the bank will not be held liable for a transfer of the funds to a payment account not controlled by the payee specified by the payer.

The payer must use the service solely for executing credit transfers.

The bank provides additional information on the Verification of Payee service through the digital channel used by the customer, at the bank's places of business or on the bank's website.

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

The commencement date of a payment order is the banking day on which the payer's bank received the payment order in a manner approved by the payer's bank. The bank may set a cut-off time within a banking day after which the commencement date of a received payment order is the following banking day. The bank notifies the payment service user of the cut-off time in question in the agreements on payment services, the service description or notices, or upon receiving a payment order. Unless otherwise agreed between the payer and the payer's bank, the commencement date of a payment order received on a day other than a banking day is the following banking day at the latest. As regards payment types transferred round the clock and on every day of the calendar year, such as SEPA Instant Credit Transfer, the

commencement date of a payment order is, however, always the banking day on which the payer's bank received the payment order in a manner approved by the payer's bank.

If the execution of a payment order requires further information from the payment service user, the order is not considered to have been received until the bank has received the further information it has requested. If executing the payment order requires authorisation by the authorities or an advance notice to the authorities, the order is not considered received until the bank has verified that the payment transaction can be executed.

If the payment service user has not stated a due date for a payment or has stated a due date which is earlier than the commencement date, the user's bank commences the execution of the payment as described above. The payer and the payer's bank can agree that the execution of a payment order be started on a specific due date stated by the payer which is later than the above-mentioned dates, or on a date on which the payer makes the funds available to the payer's bank. If the due date indicated by the payment service user is not a banking day, the commencement date is the following banking day at the latest.

While transmitting a payment, the payer's bank, the intermediary bank or the payee's bank is not obliged to take account of the purpose of the payment or the time or other special requirements resulting from it, unless otherwise provided by law.

#### 5. Funds needed for execution of payment order

The payer is responsible for ensuring that the funds needed for the payment order and the relevant service fees are available to the payer's bank for the transmission of the payment.

If the payment is debited to account, the payer is responsible for ensuring that the funds needed for the payment and the relevant service fees are available on the account to be debited at the time of the debit.

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

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

If the payment order fails to meet the conditions set forth in clauses 3 and 5, the payer's bank is not obliged to commence execution of the payment order or to transmit the payment.

If the account to be debited shows an insufficient balance for transmitting the payment, or if use of the account is otherwise prevented, or if the payment order directly or indirectly violates sanctions, or if there is another justified reason for not executing the order, the payer's or the payee's bank is not obliged to transfer the payment or any part of it. The payer's or the payee's bank is not liable to transmit a payment or a part thereof if a payment type feature, such as the transmittance speed (eg in SEPA Instant Credit Transfers), or the ceiling set for a payment does not allow investigating the conditions of executing a payment in a manner considered sufficient by the bank or transmitting the payment.

A notification of the non-execution of a payment order (in Finnish ilmoitus maksun hylkäämisestä) will be available to the payment service user in a channel supplied by the bank and used by the user for issuing the payment order, such as Netbank, unless notification is prohibited by law. The payment service user's bank may also deliver a notification of the non-execution of a payment order by contacting the payment service user personally, by making the notification available to the user at his or her home branch or by delivering the notification to the user in writing.

The payee's bank is entitled to return the payment to the payer's bank if the payee's account agreement has expired, the payment breaches the international sanctions directly or indirectly or the use of the account is otherwise prevented or the payee of a money order has not collected the funds within the time period indicated by the payer in the money order.

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

If the payer is a consumer, the payer is entitled to cancel a payment order or to amend either the due date or the amount of the payment by notifying the payer's bank thereof in an agreed manner not later than on the banking day preceding the due date. The payer must cancel or alter a payment within the time limit announced by the payer's bank at its branches, on its website or in

its service description during the opening hours of the payer's bank or the service.

If the payer is not a consumer, the payer is entitled to cancel a payment order and amend the due date or the amount of the payment by notifying the payer's bank thereof in the agreed manner not later than on the banking day preceding the due date, unless otherwise agreed between the payer and the payer's bank. The payer must cancel or alter a payment within the time limit announced by the payer's bank at its branches, on its website or in its service description during the opening hours of the payer's bank or the service, unless otherwise agreed.

The payer is not, however, entitled to cancel or amend a payment order the payer has given to the payer's bank after the bank has started to execute the order or debited the payer's account or reserved cover in the account, issued a receipt confirming execution of the payment, notified the payee's bank of a funds transfer or issued a cheque.

### 8. Execution timetable of payment order

The payer's bank debits the payment to the payer's account on the due date indicated in the payment order. If the due date is not a banking day, the payment is debited on the next banking day following the due date at the latest. Payments in which no due date is indicated are debited to the payer's account immediately upon receipt of the payment order. If the payment type in question, such as SEPA Instant Credit Transfer, is transmitted round the clock on every day of the calendar year, the payer's bank will debit the payer's account immediately after receiving the payment order and send the payment order immediately to the payee's bank.

If the payer's account and the payee's account are held with the same bank, the funds are paid to the account indicated by the payer in the payment order not later than on the banking day following the commencement date.

If the payer's account and the payee's account are held with two different banks, the funds are paid to the account of the payee's bank not later than on the banking day following the commencement date.

If the payment crosses national borders, the funds are paid to the account of the payee's bank not later than on the banking day following the commencement date of the execution of the payment order.

If the payment order is issued on paper, the above-mentioned execution times may be extended by not more than one (1) banking day.

The payee's bank pays the funds to the account indicated by the payer in the payment order or places them at the payee's disposal immediately after the funds have been paid to the account of the payee's bank and the payee's bank has received the necessary details, as referred to in clause 3 above, for the payment of the amount of money to the payee's account, or making the amount of money available to the payee.

With SEPA Instant Credit Transfers, the payee's bank must make the amount of the payment transaction available on the payee's payment account within 10 seconds of receiving an order concerning the Instant Credit Transfer from the payer's bank. The payee's bank will confirm the completion of the payment transaction to the payment service provider of the payer. The payer's bank will notify the payer of whether the amount of the payment transaction has been made available in the payee's payment account. The bank will provide the notification through the digital channel used by the customer or announce the channel to be used on the bank's website.

The bank has right to extend the execution time of the payment transaction if execution of such payment transaction requires investigation measures required by international sanctions.

The bank is entitled to suspend the execution of a payment order in order to acquire necessary additional instructions or information.

### 9. Cash-related services

The bank announces the cash related services available at its branches and their terms and conditions. The bank can receive cash in order to transport it to a cash centre for the cash to be counted and deposited to the payer's account. If the payer is not a consumer, the payer's bank concludes a separate agreement on cashier services with the payer.

#### 9.1 Cash payment to account

If the account holder is a consumer, the payer's bank credits the funds to the

payee's account with the payer's bank immediately after the cash has been verified for authenticity and counted.

If the account holder is not a consumer, the payer's bank credits the funds to the payee's account with the payer's bank not later than on the banking day following the date on which the cash was verified for authenticity and counted.

If the payee has an account with a bank other than the payer's bank, the payer's bank credits the funds to the account of the payee's bank not later than on the following banking day.

The bank may require that the cash be first deposited to an account held with the payer's bank, after which the bank executes the credit transfer in accordance with these terms and conditions.

#### 9.2 Cash deposit at a cash deposit machine

The payer's bank accepts cash deposits (in Finnish kätetalletus) at cash deposit machines approved by it. The payer can give a payment order concerning a deposit at a cash deposit machine by inserting in the machine a valid payment card containing a debit feature and issued by the payer's bank as well as the coins and notes which are to be deposited. The payer's bank will announce the service locations of the cash deposit machines at which cash deposits may be made in accordance with these terms and conditions.

The cash deposit machines may be used for depositing euro notes issued by the European Central Bank in the euro area and euro coins issued by a member state of the euro area (cash). After the cash deposit machine has received the deposited cash, the machine counts the number of coins and notes as well as the amount to be deposited. The receipt given by the cash deposit machine serves as proof of the deposited amount. After the payer has inserted the debit card and the cash into the cash deposit machine, the payer can no longer cancel the submitted payment order.

If the cash deposit machine cannot identify the deposited cash or the cash has been damaged, the machine will reject the unidentified coins and notes and return them to the slot in the machine.

If the payer's bank has reason to question the authenticity of the deposited cash, it will conduct a separate investigation of the authenticity of the coins and notes in question and, if necessary, forward them to be investigated by the authorities. The payer's bank will credit the amount of the coins and notes verified authentic by the bank or the authorities to the account linked to the payer's debit card after the verification of authenticity. The payer's bank will not return or credit counterfeit coins, notes or their value to the payer.

The payer's bank may prevent all use of cash deposit machines for deposit purposes or determine a payer-specific deposit limit and announce the deposit amount currently available to the payer on the cash deposit machine display or receipt. If the payer exceeds his or her personal deposit limit, the payer's bank is entitled to suspend the usage of the cash deposit machines by the payer until the payer has presented the payer's bank with a report on the origin of the funds which the payer's bank approves.

In addition, the payer's bank may determine a deposit limit for single deposits at cash deposit machines. If a deposit exceeds the single deposit limit, the cash deposit machine will reject the coins and notes inserted latest by the payer and return them to the slot in the machine. The amount of deposit remaining below the single deposit limit will be deposited by the cash deposit machine in accordance with these terms and conditions.

The payment transaction concerning the deposit is executed with the debit feature of the payer's payment card and on the basis of the bank account information linked to this payment card and credited as a credit transfer to the payer's bank account which is in the payer's bank and linked to the payer's debit card. The payer's bank provides information on the payment transaction on the cash deposit machine display or on a receipt printed by the cash deposit machine.

The payer's bank does not guarantee uninterrupted operation of the cash deposit machines. The payer's bank may, for well-grounded reasons, limit the availability of a cash deposit machine by informing the payer of this at the cash deposit machine or on the bank's website. The payer's bank strives to notify customers of the restricted availability well in advance. However, the payer's bank is not obligated to inform the payer in advance of temporary interruptions. The payer's bank is not liable for malfunctions or errors in the cash deposit machines or for direct damage or loss caused by such

malfunctions or errors if the malfunction or error has been detectable.

### 10. Payment service envelopes

The payer may submit payment orders concerning credit transfers for processing by the payer's bank in a payment service envelope, if the bank provides such a service. The payer can leave the payment service envelope at the reception point of the payer's bank or to be dispatched by post, unless the bank announces otherwise.

The payment order is considered to have been received for processing not later than on the fifth (5) banking day following the date on which the payer left the envelope at the reception point of the payer's bank or the post delivered it there.

If it has not been possible to debit the payment order concerning the credit transfer on the due date indicated by the payer because of insufficient funds, the payer's bank may debit the payment from the payer's account within two (2) banking days after the due date indicated in the payment order. In such a case the commencement date of the payment order is the banking day on which the account has sufficient funds for debiting the payment instead of the due date indicated by the payment service user; however, not later than the second banking day from the due date. The payer is liable for any consequences resulting from such a delay.

### 11. Processing and conveying of the payment service user's personal data

As a data controller the bank processes personal data to deliver the products and services that are agreed between the parties and for other purposes, such as to comply with laws and other regulations. For detailed information on the bank's processing of personal data, please review Nordea's privacy policy, which is available on the bank's website or by contacting the bank. The privacy policy contains information about the rights in connection with the processing of personal data, such as the access to information, rectification, data portability, etc.

The payment service user, who is not a consumer, shall forward Nordea's privacy policy to the individuals whose personal data it discloses to Nordea.

By using the payment service, the user explicitly consents to the bank handling personal data that is necessary for providing the payment service.

The payer's bank is entitled to convey the information listed in clause 3 of these terms and conditions to the payee's bank. The payment is also accompanied by any other information needed for the transmission of the payment. In credit transfers the name of the account holder and in cash payments the name of the payer is conveyed as the payer's name.

The payee's bank gives the payee information on the payment transaction in a manner agreed specifically. The payee's bank may be obliged to notify the payee of the payer's name or to notify the payer's bank of the payee's name. The bank is however not obliged to give the payee any information given for the identification of the payer, such as personal identification code.

### 12. Bank's liability for execution of payment order and limitations on liability

The liability of the payer's bank for the execution of the payment ends when the payment details have been forwarded to the payee's bank and the funds involved in the transaction have been transferred to the account of the payee's bank. If the funds involved in the transaction have not been paid to the account of the payee's bank within the time limit set out in clause 8, the payer's bank is obliged to reimburse the payer with the expenses charged on the payment transaction and the interest that the payer has had to pay due to the bank's delay or error.

If the payer is not a consumer, the payer's bank is liable to compensate the payer for not more than the default interest as referred to in section 4(1) of the Finnish Interest Act.

If the payment transaction has not been executed at all or it has been executed incorrectly for a reason considered the bank's liability, the payer's bank must refund the payer for the amount of the payment debited to the payer's account without undue delay. If the funds involved in a payment transaction have not been paid to the account of the payee's bank within the time limit set out in clause 8 of these terms and conditions, the payer's bank is obliged to reimburse the payer primarily with the interest and expenses that the payer has had to pay on account of the delay by the payer's bank.

If the payer demands a refund of a payment transaction on the grounds that it

was executed without authorisation for a reason considered the bank's liability, the payer's bank will refund the amount debited for the payment without delay and no later than on the next banking day on which the bank detected the unauthorised payment transaction or was notified of it. In this case, the refund is contingent, and the bank will debit or otherwise collect the amount again if the refund is unjustified. As an alternative to a refund, the bank shall investigate the lack of authorisation for the payment transaction, in which case the funds will not be refunded within the period specified above in this clause. The bank, however, will not refund a payment transaction alleged to be unauthorised if it has a justified reason to suspect a deliberately false declaration or other fraudulent activity.

If, for a reason stated above in this clause, the payer's bank is obliged to refund a payment to the payer's account, the bank shall restore the customer's payment account to the status it would have been if had the debit not taken place, or compensate the customer for any loss of interest on the account in another manner.

If the payee's bank has not paid the funds to the payee's account within the time limit set out in clause 8 of these terms and conditions, the payee's bank must reimburse the payee with the expenses charged from the payee on the payment transaction and the interest that the payee has had to pay due to the delay or error of the payee's bank. If the payer is not a consumer, the payee's bank is liable to compensate not more than the default interest as referred to in section 4(1) of the Finnish Interest Act for the interest paid by the payee.

If a payment transaction is executed as a SEPA Instant Credit Transfer and the payer's bank has not received a message from the payee's bank confirming that the funds have been made available in the payee's payment account within 10 seconds of the time they were received, the payer's bank must immediately restore the payer's payment account to the status it was in before the payment transaction took place.

The payment service user must inform his or her bank of any non-executed, incorrectly executed or unauthorised payment transaction without undue delay as soon as the user detects it. If the payment service user is a consumer, he or she must in all cases report such transactions not later than 13 months from the date on which the payment transaction was executed or the amount was debited or credited to his or her account. The time limit does not run if the payment user's bank has not delivered the details of the payment transaction to the payment service user in the agreed manner. If the payment service user is not a consumer, such report must always be submitted within two (2) months. Having received the payment service user's notification, the bank will investigate the payment transaction notified by the user without delay. The payment service user is obliged to provide sufficient information to the bank so that the bank is able to perform the investigation.

A payment service user is not entitled to a refund of the funds or service fees or any interest, if the payment has not been executed or has been executed incorrectly for a reason attributable to the user. Neither is the payment service user entitled to compensation for any delay if such delay is caused by a reason attributable to the user.

The payer's bank is not liable for the execution of the payment order if the payment has not been executed because the payer has given the bank incorrect or defective information.

The payer's bank is not liable for the operations or solvency of the payee's bank.

### 13. Tracing a payment transaction

If a payment transaction has not been executed or it has been executed incorrectly, upon the request of the payment service user the bank will take steps to trace the payment transaction and informs the user of the outcome.

If the user of the payment service has provided incorrect information identifying the payee and the service provider or an incorrect account number, as referred to in clause 3 above, the bank will, upon the payer's request, find out the information necessary for tracing and refunding the payment using reasonable measures.

### 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 bank's error

The bank is entitled to correct errors resulting from its action, such as misprint, miscalculation or a similar technical error, even if the payment had already been credited to the payee's account. The bank seeks to rectify the error as soon as possible after the error is detected but always within a reasonable time after the error was made. The bank notifies the account holder of the error and its correction without delay. Correction of an error may not result in an overdraft on the account holder's account without the account holder's consent.

### 16. Liability for damages and limitations on liability

In addition to the interest and expenses as referred to in clause 12 of these terms and conditions, the payment service user's bank is liable to compensate the user only for direct loss arising from the user's bank acting in breach of the payment services act or these terms and conditions in transmitting a payment. Such direct loss refers to the necessary expenses incurred by the payment service user from investigating the error or neglect. The payment service user is not entitled to compensation for a direct loss from his or her bank unless the user notifies the bank of the error within a reasonable time of having detected it or when he or she should have detected it.

The payment service user is liable for all damage arising from the bank's inability to transmit the payment because of insufficient funds, suspicion of counterfeit cash in a cash payment, an expired account agreement or prevented use of account, and for damage caused by the payment service user by action which is in breach of either law or agreements.

The payer's bank or the intermediary bank or the payee's bank is not liable for any indirect loss, such as unobtained income or profit or loss not being able to foresee, sustained by the payment service user or a third party as a result of an error or neglect in the payment transmission.

The payment service user suffering loss must take all reasonable measures to limit the loss. If the payment service user fails to do so, the user is liable for the loss in proportion to his or her failure to limit the loss.

Damages payable to the user based on breach of law or these terms and conditions can be adjusted, if the amount is unreasonable in view of the reason for the breach, the user's possible contribution to the loss, the amount of consideration paid for the payment service, the bank's possibility to foresee the loss and prevent it from occurring, and any other relevant circumstances.

### 17. Termination of payment transmission

The bank's obligation to transmit payments expires when the relevant account agreement or service agreement ceases to be in force. When the agreement is terminated or cancelled, the payment service user is obliged, before the expiry of the agreement, to cancel all payment orders with a given due date later than the date of expiry of the agreement. The bank is not obliged to inform the payment service user of the non-execution of these payment orders as provided in clause 6.

If the payment service user materially breaches these terms and conditions or

uses the services referred to herein against their purpose or the law or contrary to good practice, the bank is entitled to immediately terminate payment transmission.

### 18. Service fees and charges

The payer's bank transmits a payment to the payee's bank in full. The payee and the payee's bank can agree that the service fees and charges according to tariff of the payee's bank are deducted from the amount of the payment. The payer and the payee are each liable for the service fees and charges of their own bank for the execution of the payment transaction.

The payment service user is liable to pay the bank the service fees and charges on the payment order that the bank has announced in its tariff or that have been separately agreed. The bank is entitled to debit the service fees and charges to the payment service user's account.

If the payment service user has given an incorrect account number or any other incorrect information, the bank is entitled to charge the service fees and charges according to its tariff for tracing a payment transaction and recovering the funds.

If it is discovered that the payment order has been correctly executed, the bank is entitled to charge the service fees and charges provided in its tariff for the investigation of the payment transaction.

If the bank and the payment service user have agreed that a payment order may be cancelled after the time limit provided in clause 7 of these terms and conditions, the bank is entitled to charge the service fees and charges provided in its tariff for the cancellation of the payment order.

The bank is entitled to charge the service fees and charges provided in its tariff for a notification of non-execution of a payment order.

If any other expenses are incurred in connection with the transmission of the payment, the payer's bank is entitled to receive compensation for such expenses from the payer in arrears.

### 19. Amendment of the terms and conditions of payment transmission and the tariff

The bank is entitled to amend these terms and conditions and its tariff.

An amendment to these terms and conditions and the tariff also applies to those payment orders that were given to the bank before the amendment entered into force but are executed after the amendment entered into force.

#### 19.1 Payment service user is a consumer

The payment service user's bank informs the user of an amendment to these terms and conditions or to the tariff through an electronic channel supplied by the bank, such as Netbank, or in writing. The amendment becomes effective as of the date announced by the bank; however, at the earliest two months from providing the notification.

The payment service user is considered to have accepted the amendment and payment transmission will continue in compliance with the amended terms and conditions, unless the payment service user informs the bank in writing, or electronically in a manner agreed on separately, by the announced effective date of the amendments, that the user is opposed to the amendment.

The payment service user is entitled to terminate this agreement by the announced effective date of the amendments with immediate effect or with effect as of a later date preceding the proposed effective date. The bank does not charge any costs for the termination. When the agreement is terminated, the bank is entitled to terminate transmission of payments with immediate effect.

#### 19.2 Payment service user is not a consumer

The payment service user's bank informs the user electronically or in writing of any amendment to the terms and conditions that materially increases the user's obligations or reduces the user's rights and does not result from a legislative amendment, an authority's order or changes in the banks' payment transmission system. The bank informs the user of the amendment not later than one month before the proposed effective date of the amendment or change.

The user's bank announces any other amendment to these terms and conditions by publishing it at the bank's place of business or on the bank's website. However, the bank announces a revision of a service fee or charge

by publishing it in its tariff. Such changes take effect as of the date indicated by the bank.

## **20. Notifications and communication between bank and payment service user and languages used in communication**

The payment service user's bank sends notifications concerning these terms and conditions on the delivery method of which the parties have not agreed on in these terms and conditions to an electronic channel supplied by the bank, such as Netbank, or in writing to the address stated to the bank or to the Population Register Centre.

The bank will issue notifications concerning the security of the payment service on its website or through other electronic channels provided by the bank, such as Netbank.

The bank will inform its account customers of an executed payment transaction in a manner agreed in the account agreement or a corresponding service agreement.

The payment service user is considered to have received the notification not later than on the seventh day after the date of dispatch.

If the payment service user has filed a complaint with the bank, the bank will reply to it by post or electronically.

The payment service user sends notifications concerning these terms and conditions to the bank in writing or in another manner agreed separately. The bank is considered to have received the notification not later than on the seventh day after the date of dispatch.

The payment service user may communicate with the bank in Finnish or Swedish. If the payment service user wants to use a language other than Finnish or Swedish, the user acquires and pays for the cost of any interpretation services that he may need.

## **21. Force majeure**

Neither of the contracting parties is liable for any loss if they can prove that they have been prevented from meeting an obligation by an abnormal and unforeseen reason beyond their control which has resulted in consequences that could not have been avoided by exercise of due diligence. Neither is the bank liable for any loss arising from performance of any obligation hereunder if such performance were against any obligations imposed on the bank in other legislation.

The bank is not liable for any damage arising from a strike, blockade, lockout, boycott or other similar circumstance, even if it did not concern the bank directly or if the bank was concerned in it.

Each party is obliged to notify the other party as soon as possible if they are affected by force majeure. The bank may do this by publishing an announcement on its website or in national means of communication. Force majeure entitles the Bank to interrupt the provision of services until further notice.

## **22. Transfer of agreement**

The bank is entitled to transfer the bank's rights and obligations, as referred to in these terms and conditions, to a third party. Should the bank merge or demerge or assign all or part of its business, all rights and obligations based on the agreement between the payment service user and the bank remain in force vis-à-vis the receiver of the business.

The payment service user may not assign or transfer the services referred to in these terms and conditions, or the agreement and the related rights or obligations, to a third party without the bank's written consent.

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

In questions concerning execution of payments or these terms and conditions, the payment service user is advised to always contact his or her bank first.

Consumers and small corporate customer may refer any disputes relating to these terms and conditions for processing by the Finnish Financial Ombudsman Bureau (FINE, [www.fine.fi/en](http://www.fine.fi/en)) or by the Banking Complaints Board operating as part of the Bureau. Consumers can submit their disputes to the Consumer Disputes Board (KRIL, [www.kuluttajariita.fi/en](http://www.kuluttajariita.fi/en)). A payment service user can report the bank's conduct to the Financial Supervisory Authority ([www.finanssivalvonta.fi/en](http://www.finanssivalvonta.fi/en)).

## **24. Jurisdiction and applicable law**

### **24.1 Payment service user is a consumer**

Any disputes arising from these terms and conditions are settled in the District Court of Helsinki or in the district court of the Finnish municipality in the jurisdiction of which the payment service user is domiciled or permanently resident. If the user does not have a place of residence in Finland, disputes are settled in the District Court of Helsinki.

### **24.2 Payment service user is not a consumer**

Any disputes arising from these terms and conditions are settled in the District Court of Helsinki.

### **24.3 Applicable law**

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