

## Information about the service provider

The main service provider referred to in these terms is Nordea Bank Abp (hereinafter the 'bank'). Currently valid information about the bank is available on Nordea's website at [nordea.fi](http://nordea.fi).

## Other service providers

On the basis of these terms and conditions, customers may also be offered services provided by another service provider inside the Nordea group or by an external service provider. Information about such service providers is given in the service agreement or in some other notice published by the service provider.

## Scope of application

These terms are applied to agreements in which the customer and the bank agree on the use of electronic payment transfer services, information or other electronic banking services, eg on the use of loans and securities orders in electronic format. In these terms such services provided by the bank are in general called 'electronic services for companies'.

The services may include, in addition to the services provided by the bank, services provided by other service providers. In using these services the customer undertakes to follow the service agreement terms and instructions of each service provider. An external service provider is not entitled to represent the bank or conduct legal acts on behalf of the bank unless the bank specifically notifies otherwise, and the bank is not responsible for the availability of the services provided by external service providers.

The services mentioned in these terms are mainly directed to selfemployed persons, entrepreneurs, companies and associations.

## Structure of the terms and order of application

These general terms comprise joint terms applying to all services and service-specific terms. In addition to these terms, the terms announced by possible external service providers may be applied to the services provided by them.

The currently valid below-mentioned terms are also applied to domestic and cross-border payment orders and foreign cheques in so far as they do not contravene these terms or instructions provided by the bank.

- Nordea's General Terms and Conditions for Euro-denominated Payments Transmitted in the Single Euro Payments Area;
- Nordea's General Terms and Conditions for Outgoing and Incoming Currency Payments;
- General Terms and Conditions for Cashing Foreign Cheques.

The services must be used in the way mentioned in the service descriptions and instructions for use.

In so far as service descriptions, instructions for use or agreement terms of other service providers are in conflict with these terms, the present general terms are primarily complied with, unless specifically announced otherwise by the bank.

If these or other applicable terms and conditions and optional payment service provisions are mutually in conflict, the agreement terms prevail.

The information about the agreement, terms, services and service provider is given in these terms, in service descriptions and the instructions for using services and/or via services. The bank or the service provider is not liable to provide the customer with other information.

## Joint Service terms

### 1. Services and their initiation

The services referred to in these terms are divided into two groups according to use in the following way:

File transfer services refer to services in which the customer delivers files defined in the service description or files in a format otherwise agreed on to the bank or some other service provider and downloads them from the data system of the bank or service provider. The files can contain payment orders, debit requests, orders or other declarations of intent.

**Interactive services** refer to services in which the customer is connected to the bank's or other service provider's data system and makes payment orders or other orders or declarations of intent during such connection by entering the order information directly in the bank's or service provider's data system.

The currently valid detailed content and functions of each service are given in the service description and the instructions concerning the service in question. The content of file transfer and interactive services and the services offered via different distribution channels (file transfer, the Internet, phone service and the like) may differ from each other. The bank offers its services in Finnish, Swedish and English. The content of the services offered in different languages may vary.

By using the identification data referred to in these terms the customer may, through the service the customer uses, adopt other services offered by the bank or by third parties. The bank may set additional requirements concerning agreement or other documents for the adoption of such services.

The bank reserves a delivery time for service initiation and for amendments notified to the bank. The service initiation time is agreed between the bank and the customer at the same time the service agreement is made between the parties.

### 2. Accounts linked to the services

The bank defines the account types and the functions and services related to the accounts that can be linked to file transfer service and/or interactive services. The customer informs the bank of the accounts to be linked to the services. A prerequisite for using the services is that the account to which the services are linked is active and that it contains sufficient funds to cover and allow the use of the services.

The customer is responsible for ensuring that each customer employee or other party acting on the customer's behalf, such as a service centre or a subcontractor who, in that capacity, employs the services referred to in these terms, is authorised to use the account linked with the services and to receive information concerning the customer included in the services without a separate authorisation agreement.

If the customer uses services based on a group account or some other similar special account agreement, the customer must observe the terms and restrictions on their use laid down in these agreements.

### 3. Service fees

The customer is liable to pay the bank all charges and fees arising from services offered by the bank (including, but not limited to, identification data), the amounts of which are stated in the currently valid tariff, and any other charges and fees agreed on separately with the bank. The bank is entitled to debit these charges and fees to the customer's account. If the customer uses services provided by a third party, the customer undertakes to pay the service fees notified by the service provider.

The customer undertakes to ensure that the account linked to the service contains sufficient funds for debiting the service charges and fees. The bank notifies the customer of the collected fees and charges in the account statement. No advance notice is sent on the service fees and charges.

The bank reserves the right to prevent the use of the service or leave an order made via the service unexecuted if the account does not have sufficient funds for executing the order.

#### 4. Data connections

The customer using the services may choose the particular data connections provided that they are suitable for using the services. The data connections available for using the file transfer services and interactive services may differ from each other.

The customer acquires the data communications required for the use of the services and is responsible for their functioning, costs and security. The bank is not responsible for faults in data communications or data transfer that do not derive from the bank.

The customer is required to comply with all instructions and procedures issued by the bank on data communications and data communications security such as the Web Services protocol.

The bank's responsibility for the data processing of an order or file transmitted to the bank begins once it has correctly received a file/files in its data system.

#### 5. Customer's hardware and software

The customer is responsible for acquiring the hardware and software needed for using the services, and for their maintenance and operation and related costs, unless the bank and the customer separately agree otherwise in writing. The terms concerning the software provided by the bank are stated below in the service-specific terms.

#### 6. Data security

The bank and the customer are both responsible for ensuring proper data security for their own data systems and for seeing to it that the systems are protected against unauthorised use in a reliable manner.

The bank has the right to interrupt the provision of the service if the hardware, software or data communications used by the customer endanger the security of the service. The bank does not guarantee that the services provided by it can be used in the customer's hardware.

#### 7. Identification

##### 7.1 Identification data

The customer may use the services with the following customerspecific means determined and delivered to the customer by the bank:

- user ID and access codes;
- a user ID, code calculator or code app, activation code and PIN code; or
- some other identification device approved by the bank (the above-mentioned individually or collectively referred to hereinafter as 'identification data').

Upon the customer's request, the bank may deliver to the customer several pieces of identification data intended for the use of a service. The bank is entitled to renew the identification data or change their technical mode of operation by notifying the customer or its contact person in advance. Separate identification data can be given for the use of each service.

The bank is not liable for identifying the customer or a party acting on behalf of the customer except as mentioned in this clause 7.1. The bank and the customer may separately agree on the use of other customer-specific or user-specific identification or authentication corresponding to the identification data.

##### 7.2 Delivery of identification data

The identification data or a part thereof can be posted to the address that the customer has given to the bank or to an address obtained from public registers maintained by the authorities or from other reliable sources or via a text message to the mobile phone number the customer has given to the bank, unless the customer and the bank have specifically agreed otherwise.

The customer shall immediately inform the bank of any changes in its address or mobile phone number.

If the customer has informed the bank of a contact person, the bank may send the customer's identification data or a part thereof by post to the customer's contact person or via a text message to the contact person's mobile phone number. The customer is obliged to inform the bank of changes to its contact person or to the contact person's address or mobile phone number.

##### 7.3 Use of identification data

To access and use the services, the customer identifies itself by keying in the identification data. The customer may give the identification data in a service provided by the bank.

In addition to the above, a customer can use the identification data to initiate a payment order through a provider of a payment initiation service that is licensed as a payment service provider and is listed under clause 8 below or use the identification data to give consent for retrieving data through a payment service provider that has registered as an account information service provider. In this case, the identification data may only be entered via a technical interface approved by the bank.

The bank may give customers instructions and notifications concerning the use of the identification data on its website, in writing or electronically.

After having logged-in to the service with the identification data, the customer may not give another party access to the opened service connection.

The customer acknowledges the fact that a person using the customer's identification data always has access rights to the accounts linked to the customer's service and is entitled to conclude agreements and other legal acts binding the customer with the bank and a third-party service provider by using the identification data. In order to prove the validity of an agreement or a legal act, the bank is entitled to surrender to an external service provider information necessary for the presentation of evidence.

The use of customer-specific identification data corresponds to the customer's signature in orders placed with the bank or with a third party, in declarations of intent, messages or other actions. All payments, orders, applications, agreements, commitments and other declarations of intent and messages (hereinafter jointly referred to as 'orders and other declarations of intent') which have been made by using the customer's identification data will bind on the customer after the identification data has been given to the bank as required by the service in question, although the customer, a person employed by it or a person acting on behalf of it would not actually have sent an order or other declaration of intent (eg due to abuse of identification data).

##### 7.4 Customer's responsibility for safekeeping and use of the identification data

The customer's identification data are customer-specific, and they may not even partly be surrendered to other parties than those authorised to use them. The customer is liable for the proper safekeeping of the identification data to prevent all unauthorised third parties from accessing or having knowledge of the content of the data and to ensure regularly that the identification data is safe. The customer undertakes to keep the identification data used in the interactive services, consisting of a user ID, access codes, code calculator, code app, activation code, PIN code or other means of identification approved by the bank, separate from each other. The identification data used in the interactive services may not be copied, saved or duplicated in any other way than in the bank's system or in a manner accepted by the bank. Separate instructions on the safekeeping of identification data used in file transfer services are appended to these general terms.

If the identification data have been lost or the customer has reason to suspect that an unauthorised person has or may have gained access to or knowledge of the content of the identification data, it is obliged to notify the bank immediately of it in order to prevent unauthorised use.

When the customer uses several pieces of identification data, the customer is obliged, when making the notification, to specify the identification data that have been lost or to which an unauthorised party has or may have gained access to or knowledge of even partly. If the customer cannot specify the identification data in question, the bank has the right to terminate or suspend the use of all identification data delivered to the customer and the customer is liable for any costs or damage. The notification must be made at a branch office during its banking hours or by calling the bank's Help Desk during its service hours. Outside the service hours of the bank's Help Desk the notification can be made to the blocking service notified by the bank at any given time. The contact information of the blocking service is available on the bank's website.

The opening hours of the bank's Help Desk and the blocking service are given on the bank's website (on the log-in page of the interactive services).

The bank is liable to take immediate measures for the revocation of the identification data after it has received the notice of its disappearance.

The customer is liable to the bank or a third party for all orders or declarations of intent made with the identification data and for any direct or indirect damage caused by these until the bank has received notice of the identification data being lost or accessed or become known by an unauthorised person and the bank has had reasonable time to prevent the use of the services. If the customer has not kept the identification data in proper safekeeping or has otherwise through its actions caused its falling into the hands of an unauthorised person, the customer is responsible for all damage caused by the misuse of the identification data.

The customer is liable for informing all its employees, persons acting on its behalf or service mediators who use or keep its identification data of the terms of this agreement which concern the safekeeping and use of the identification data as well as of the data security instructions published on the bank's website, and for ensuring that they comply with them.

The customer must maintain and keep a list of the persons who manage and use the customer's identification data. The customer shall surrender the afore-mentioned information and copies of the identification documents of the persons using the identification data to the bank at the bank's request. The bank will determine the approved identification documents.

The customer is obliged to collect back the means of identification given to its employees, other representatives and subcontractors when their employment, service relationship, contract or other corresponding relationship ends.

### **8. Representatives, subcontractors, payment initiation service and account information service acting on behalf of the customer**

If the customer uses the electronic services via a representative, data processing service centre or some other similar party (service mediator) acting on its behalf, the bank may transmit the payment transaction files to the service mediator. The bank may also receive and carry out orders, other declarations of intent and service tasks placed with it by the service mediator in the customer's name.

The customer is liable for the files transmitted and orders and other declarations of intent made by the service mediator as if they were its own.

The customer is liable for ensuring that the service mediator complies with the terms of this agreement and the terms and conditions governing the services.

Payment initiation service refers to an interactive service in which a service provider licensed as a payment institution initiates a payment order at the payer's request through a technical interface approved by the bank to be transmitted from a payment account held in the payer's bank that is accessible online as agreed with the customer.

Orders submitted through a payment initiation service are governed by the general terms and conditions for payment transmission.

Account information service refers to an interactive service provided by a service provider other than the bank in which information on a payment account accessible online as agreed with the account holder is retrieved at the account holder's request through a registered service provider via a technical interface approved by the bank.

The account terms and conditions are applied to providing payment account information retrieved through an account information service.

### **9. Data delivered to the bank and its verification**

The customer is responsible for providing the bank with the data needed for carrying out orders and other declarations of intent with the correct content and in the agreed format. The customer is liable for all possible damage that may result from the customer having given the bank or other service provider incorrect or deficient data.

The bank undertakes to carry out orders and other declarations of intent based on the data provided by the customer. The bank is not liable for verifying data provided by the customer or by a third party acting on the customer's behalf. Information or notifications concerning the services may be given to a third party acting on the customer's behalf.

When the customer places an order or some other declaration of intent with the bank (or some other service provider) on electronic payment transfer or other electronic banking services by using the file transfer or interactive services, the order or other declaration of intent is regarded as received when it is available to the bank or other service provider in the agreed manner. An order or other declaration of intent is binding on the customer when the bank or other service provider has received it. After reception, the cancellation of an order or other declaration of intent requires the express consent of the bank or other service provider. The bank notifies of the reception of files or orders or other declarations of intent transmitted to the bank in the service or by a separate notice.

Unless otherwise agreed, the bank's or other service provider's liability to handle an order or other declaration of intent starts after the service provider in question has received it in an acceptable manner. The bank reserves the right to reject an order or other declaration of intent in the case that it does not meet the requirements set for it. The bank notifies the customer of the rejection in a message included in the services or otherwise electronically or in writing.

For security reasons, the bank can request an additional confirmation for a payment order given by the customer through the interactive service. The additional confirmation is part of the payment order, and the bank is considered to have received the payment order only after the bank has received the additional confirmation from the customer in accordance with the bank's instructions.

If additional confirmation is required for a payment order, this is stated in connection with the confirmation of the payment order. The additional confirmation must be given to the bank during the banking day following the additional confirmation request by calling the number given by the bank or by giving the additional confirmation with a text message, if so separately agreed on. The bank gives further information on the additional confirmation in connection with a payment requiring additional confirmation and in the instructions concerning the interactive service.

If an additional confirmation for a payment with a due date arrives to the bank after the due date, the payment order will be executed after the additional confirmation has arrived.

The content of orders and other declarations of intent, data and files received by the bank as well as dispatch and receipt times are verified from the bank's data systems or from printouts obtained from them and/or from a phone conversation recorded by the bank.

The bank and other service provider have the right to record customer calls in order to be able to verify orders and other declarations of intent and to develop services.

By using the services, the customer gives explicit consent to the bank to handle personal data that is necessary for providing the services.

#### 10. Storage of transaction data and payment files

The bank enters the data based on the customer's orders and other declarations of intent into its data system unless the bank expressly otherwise notifies.

In the file transfer services the bank transmits the files separately agreed upon based on the use of the service, eg account statements, files on realised orders and transaction data to the bank's data system so that they are accessible to and retrievable by the customer. Either in service descriptions, in instructions for use or in messages forming part of the service, the bank informs the customer of the period during which the material comprising the transaction data will be accessible to the customer in the bank's data system (storage time).

Data on orders made in the interactive services is informed to the customer in the service, as a separately delivered account statement or as other material.

The customer is to notify the bank immediately of any discrepancies in the files formed by the bank or in the transaction data. Discrepancies must be notified before the storage time ends at the latest.

The bank is not liable to transfer the files or transaction data to the customer in an electronic format once the storage time stated by the bank has ended.

#### 11. Available service times

The bank informs the customer of the times when each electronic service is available to the customer. However, the bank does not guarantee that the services are available to the customer without interruption. The bank also informs the customer of the cut-off times by which orders and other material must be transmitted to the bank's data system, or when they can be retrieved from the bank. Unless otherwise stated, the times given in the service descriptions or directions for use apply.

The bank is entitled to change the above-mentioned times by informing the customer thereof in advance. The notification may be made in the form of a message included in the material dispatched to the customer electronically.

The bank may temporarily suspend its service provision due to repair, updates, maintenance, alterations, disturbances or other similar reasons. The bank notifies the customer in advance of any longer service breaks that it has knowledge of. For well-grounded reasons, the bank may restrict the availability of the service by notifying its customers accordingly in the service.

#### 12. The bank's right to use subcontractors

The bank may use subcontractors to perform the services. The bank is responsible for the operations of a subcontractor it uses.

#### 13. Assigning the agreement

The customer is not entitled to assign the agreements concerning the services referred to in these terms to a third party without the bank's written consent.

The bank may assign the agreement to another service provider belonging to the Nordea Group so that the assignee assumes responsibility for all the obligations under the agreement.

#### 14. Changes related to service content

The bank may make amendments to the content of a service or the content and functions of software provided for the customer by notifying the customer in advance. The bank may notify the customer of changes by publishing them in service descriptions, otherwise in writing, or in the form of an electronic message

included in the service material made available to the customer, or by supplying the customer with a new software version.

Changes to the content of an electronic service become effective on the date indicated by the bank.

#### 15. Amendments to the agreement terms and revisions of prices

The bank is entitled to amend the agreement terms concerning the electronic services and the service fee tariff.

The bank will inform the customer in writing or electronically about any amendments to the agreement terms and conditions which essentially increase the customer's obligations or reduce the customer's rights, and are not due to a legislative amendment, official regulation or upgrading of the banks' payment intermediation system. However, the bank may always inform the customer of changes to the terms of interactive services as an electronic message included in the service.

The bank will inform the customer of any changes in prices by publishing them in the tariff.

Unless the customer gives notice that it is terminating the agreement in compliance with the termination procedure defined in clause 19, the amended terms and prices become effective on the date indicated by the bank. However, the bank is to inform the customer 30 calendar days before the amendment becomes effective at the latest.

The bank may inform the customer of other amendments in the terms in the form of a message included in the service or otherwise electronically. These amendments become effective on the date indicated by the bank.

#### 16. Notifications sent by the bank

When the bank sends the customer a written notification, the customer is regarded as having received it at the latest on the seventh day following the dispatch, if it was sent to the address given to the bank or to the customer's address recorded in the Trade Register.

If the bank makes the notification in the form of a message included in material made available to the customer, or as a message included in an interactive service, the customer is regarded as having received the notification at the latest on the third day following the date on which the notification was made available to the customer in the service or in the bank's data system.

The bank may issue notifications concerning the security of a payment service on its website.

#### 17. Customer's complaints

Any complaints and claims concerning services, assignments or other declarations of intent must be submitted to the bank or other service provider in writing or by sending a message included in the interactive services without delay within 60 calendar days from the transaction date at the latest. The service terms may include time limits deviating from above which will be applied instead of the above time limit.

If the customer uses services of a third-party service provider with access codes, any complaints concerning the services must be addressed to the service provider concerned.

The procedure for complaints concerning payment initiation services is determined in the general terms and conditions for payment transmission.

#### 18. Copyright and trademarks

The copyrights and trademarks related to the services belong to the bank, other service provider or a third party. All copyrights and rights to trademarks are reserved.



A customer using the service undertakes not to publish, copy or forward information included in the services, without the copyright holder's written consent, electronically or by using other means of communication unless otherwise agreed in the service-specific terms.

### 19. Validity, termination and rescission of agreements

The agreements concerning each service are valid until further notice, unless otherwise agreed.

The parties are entitled to terminate an agreement in writing to end one month after giving notice. An agreement on an interactive service may be terminated to end immediately.

A party to an agreement is entitled to rescind the agreement with immediate effect, if the other party to the agreement has agreement concerning an individual service, or if the account linked to the services is closed.

The bank may consider the agreement terminated if the customer has not used the service within one (1) year of the date on which the agreement came into force, or after at least one (1) year has passed from the date on which the services were last used.

The bank is entitled to carry out orders and other declarations of intent placed with the bank before the termination or rescission of the agreement unless they are cancelled separately in accordance with the terms governing each service. The bank is not obligated to do this, however.

The bank is entitled not to refund a charge or fee paid in advance for a service in a situation of giving notice of termination even if the charge or fee concerned a period subsequent to the entry into force of the notice of termination.

### 20. The bank's right to prevent the use of identification data or to interrupt the provision of services

The bank is entitled to prevent the use of identification data

- for security reasons,
- if the identification data contains an obvious error;
- if there is reason to suspect that the identification data is used illegally or fraudulently;
- the customer uses the identification data essentially in breach of these terms, or
- if the identification data entitles to the use of credit and the risk that the customer is not able to fulfil his or her payment obligations has increased considerably.

The bank notifies the customer of the prevention of the use of the identification data and the reasons for the prevention in writing, electronically or in some other manner agreed on in advance or immediately after the prevention of the use of the identification data if this is justified in terms of preventing or limiting damage. No notification is made if it compromised the reliability or security of electronic services or if making the notification was forbidden by law.

The bank is entitled to interrupt the provision of the services or suspend the execution of the customer's orders or other declarations of intent if an application is made to place the customer in liquidation or to declare it bankrupt, corporate restructuring proceedings are applied for or the customer suspends its payments, or if distraint, execution or a corresponding measure of execution is enforced on the funds in the customer's account, or if using the services without the additional information concerning the customer or its banking, as determined by the bank and delivered by the customer, is, at the bank's discretion, against the legislation or authoritative orders regarding the detection and the prevention of money laundering and terrorist financing.

The bank may prevent the use of a payment initiation service or an account information service for a reason based on the law.

The bank is also entitled to interrupt the execution of orders or other declarations of intent when it has a justified reason to suspect that the services are used in breach of the law or the agreement terms,

or if the use of the services endangers the banking or data security of the bank or other service provider or their customers or violates their or a third party's rights.

### 21. Force majeure

The bank is not liable for loss arising due to force majeure or similar undue disruption of banking operations. Such impediment discharging from liability can include:

- action taken by the authorities,
- war or threat of war, insurrection or civil unrest,
- disruption of postal services, automatic data processing, data transfer, and other telecommunications or electric power transmission beyond the bank's control,
- interruption or delay in banking operations due to a fire or other comparable disaster, or
- industrial action such as strike, lockout, boycott and blockade regardless of whether the bank is involved or not.

Force majeure or other circumstances as mentioned above entitle the bank to suspend the provision of services and the execution of orders until further notice.

### 22. Limitations concerning the bank's liability

The bank is not liable for any consequential or indirect loss or damage such as loss of income, unobtained profit, disturbances in other contractual relationships or other unforeseeable damage arising from possible disturbances, interruptions or errors in the service.

The bank is not liable for the operations of other service providers or their products and services and their availability.

The customer must take reasonable measures to limit its loss. If the customer neglects this, the customer is liable for the loss in this respect. Damages payable to the customer by the bank 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, the customer's possible contribution to the loss, the consideration paid for a payment service, bank's possibilities to anticipate and prevent the damage and other circumstances.

The service-specific terms, like the terms governing payment transfer services, may include special restrictions on liability for damages.

A party to this agreement is not entitled to any compensation if this agreement is terminated or not renewed, or if a service included in this agreement is terminated.

### 23. Applicable law and jurisdiction

Finnish law is applied to the agreements on the services referred to in these terms unless otherwise agreed on in the case of a single service.

Any disputes arising from this agreement or the services based on it are processed in the District Court of Helsinki. If the customer's domicile is not in Finland, the bank has the right to bring the matter to before a court of law in the customer's domicile.

### Service-Specific terms

#### Electronic payments

In addition to the currently valid service descriptions and the joint terms governing electronic services for companies, the following terms and conditions are applied to electronic currency payments service and the corporate payments service.

#### 1. Payment types

The bank may define what kinds of payments can be made through the payment transmission services provided by the bank and define for payment orders and for files containing several orders a minimum or maximum amount. If, for instance, due to instructions from the authorities or any similar reason, a specific type of payment cannot be transmitted in an electronic format, the bank will notify the customer. The notification can be made in the form of a message included in the file made available to the customer or as a message or an instruction in the service.

## 2. Cover

The customer is responsible for ensuring that there are sufficient funds in its account when the payment is debited. The funds must cover all the payments included in the payment order file transmitted by the customer.

If the due date of a payment is later than the date the payment order was given, the funds must be in the account at the start of the due date and in the Salaries and Pensions Service at the start of the banking day preceding the payment date.

If, at the time of debiting, the account lacks sufficient funds or if the data on the payment or the file sent to the bank is so insufficient that the customer's file cannot be processed, the bank is entitled to leave any single payment or in the File transfer services the whole payment order file unprocessed. The bank notifies the customer of an unexecuted payment order or payment order file with a message included in the service, unless the notification is forbidden by law.

## 3. Quoting the exchange rate

The customer undertakes to ensure that payments are based on accepted currency transactions, and that the relevant permits regarding the payments have been acquired and the relevant notifications made.

The bank is not responsible if the payment cannot be effected because the exchange rate is not quoted or for some other comparable reason.

## 4. Other terms to be observed in payment intermediation

Furthermore, in payment intermediation the Nordea's general terms and conditions for payment transmission are followed in so far as the terms and conditions are applicable to electronic services and are not in conflict with the general service terms and these service-specific terms.

## General terms and condition of Payment Terminal Service

In addition to the joint terms governing the electronic services for companies, the following terms and conditions apply to the payment terminal service.

### 1. Payment terminal service

The payment terminal service comprises a procedure whereby the customer accepts card payments on its payment terminal and transmits them electronically to the bank. Using the payment terminal service, the customer can also provide its own clientele with a bank-card-based cash withdrawal service employing any bank's bank card, if the customer so wishes and has agreed on the service with the bank.

#### 1.1 Hardware

Payment terminals must be inspected by a party approved by Finance Finland. EMV payment terminals must have an EMV certificate granted by a party approved by Finance Finland. The certificate must be valid concerning all cards that are processed in the EMV payment terminal. For the processing of cards the payment terminal must have a magnetic stripe reader and EMV payment terminals also an EMV chip reader.

As a back-up system the customer must have a stamping device for cards which can be used with a stamping device.

### 2. Card transactions

Card transactions consist of purchases and cash withdrawals made with accepted cards as well as cancellations of purchases and withdrawals processed by the bank and/or transmitted by the bank to the relevant bank or card company in accordance with the agreement between card company and the bank.

The agreement between the card company and the customer is applied to the transmission and crediting of transactions. Card transactions should be transmitted to the bank by selling date.

Card transactions must be authenticated in accordance with the instructions issued by the relevant card company. When a transaction is authenticated, the cover for the transaction is reserved on the payer's account and the hot card file is checked.

The authentication can be done automatically or by phone. Authentication by phone is not possible for cards that always require automatic authentication in accordance with the agreement with the card company. The customer must agree with the bank, telecommunications operator or a comparable party if it wants to start using a closed authentication network. The customer must agree on the use of an open authentication network with the bank which grants the certificate needed for the use.

The bank generates feedback of the received transactions for the retrieval of the customer, ie payee. With the feedback the customer can balance the files it has sent.

### 3. Accepted cards

Cards accepted in the payment terminal service must be cards generally accepted in the payment terminal system of Finland. The customer must have an agreement on the card with the bank or the card company acting as the acquirer of the card in question.

### 4. Hot card files

The hot card file contains information on cards the use of which is prohibited. The bank makes the hot card files available for the customer's retrieval daily in electronic format.

### 5. Key and parameter files

The bank makes the key and parameter files needed for using an EMV payment terminal available for the customer's retrieval. The files are described in the operational description of the payment terminal system. The payment terminal feedback files retrievable from the bank include the version numbers of the latest key and parameter files. If the version number of a file differs from the version number in the EMV payment terminal, the payment terminal must retrieve the latest version concerning the file in question from the bank.

### 6. Customer's liabilities and obligations

The customer is responsible for complying with the payment terminal service agreement as well as with the currently valid banks' operational description of the payment terminal system, and the currently valid terms and conditions or instructions issued by the bank or card company.

The customer is provided with the currently valid operational description of the banks' payment terminal system when the agreement is signed. The customer is liable to compensate the bank and the payer for any damage and expenses arising from failure to comply with the terms and conditions and instructions.

The customer must check with the payment terminal system supplier that the system complies with the current operational description of the banks' payment terminal system. EMV payment terminals must have an EMV certificate. The customer is responsible for ensuring that its EMV payment terminal has an EMV certificate regarding all cards processed with it.

The customer must retrieve hot card files daily. The customer must retrieve the hot card file before the selling day begins; however, at the latest within 24 hours of the time the bank has made it available to the customer. Irrespective of the amount of the payment, the payment terminal must always check that the card number is not in the retrieved hot card file. A weekend or holiday does not extend the retrieval time. If the customer has not updated the hot card file of the payment terminal due to the shop being closed or a corresponding reason, the customer must either retrieve the complete hot card file or update the hot card file for all days when the shop was closed before starting to use the payment terminal.

The customer is liable to ensure that the payment terminal retrieves the key and parameter files from the bank when the bank has made the changed files available for the customer's retrieval. Otherwise the files must be retrieved at least once a month.

## Card transaction files

The customer is responsible for the correctness and authenticity of the files it sends to the bank.

The customer must reserve the cover and authenticate transactions in accordance with the currently valid instructions of the bank or the relevant card company. The customer must provide the bank with the identification data of the cover reservation among the other delivered material in the manner agreed on with the bank. The customer is liable for any damage caused to the payer or the bank by an unnecessary reservation of cover, or by the customer having delivered erroneous or deficient identification data on the cover reservation and debiting to the bank.

When sending card transaction files, the customer is always liable to retrieve from the bank the feedback on the transactions received and processed by the bank, and to balance the transactions it has sent with the details of the feedback.

## Storing of payment terminal files

The customer is liable to store payment terminal transactions for the bank in electronic format for the purpose of any repeat transmission until the date on which the customer notices that the transaction has been credited to its account. If electronic repeat transmission of the payment terminal transactions is not possible, the customer is liable to compensate the bank for the extra costs arising from processing and debiting the payment terminal transactions.

If the customer delivers payment terminal transactions to the bank after the cut-off time mentioned in the currently valid terms and conditions or instructions, or the files are incorrect, the customer must contact the bank before transmitting the payment terminal transaction data and agree on the required measures as well as compensating the bank for the costs arising from the processing.

The customer must save the payment receipts signed or otherwise accepted by the payers for investigation purposes for the period of time from the purchase transaction, as defined in the agreement with the card company. Storage of receipts for bookkeeping purposes is set forth in the Bookkeeping Act. The details of transactions made with an EMV payment terminal can be stored in electronic format.

The customer is liable to deliver a receipt of a payment terminal transaction or a printout of an EMV transaction to the bank or card company free of charge within 14 days.

## Use of stamping device as back-up system

The customer is liable to acquire a stamping device for processing card payments in case of any disturbances in the payment terminal system. The stamping device can be used as a back-up system only with cards that may be used with a stamping device in accordance with the instructions of the bank or card company. During disturbances, the customer can receive card payments using the stamping device and the card payment forms of the relevant card company.

During disturbances the customer must retrieve any written hot card lists which the bank or relevant company makes available for the customer's retrieval. The customer may not disclose information on the cards included in the hot card list to any third parties. The customer is liable to destroy all outdated hot card lists in a reliable manner.

A stamping device cannot be used in cash withdrawal transactions or when receiving card payments which require automatic authentication.

## 7. Restrictions set by the bank

The bank is entitled to suspend provision of the service in the scope of this agreement to the customer if the bank has reason to suspect misuse of the payment terminal service or system, or failure to comply with the terms and conditions or instructions.

The bank may set a minimum and/or maximum limit to payments with the cards it issues. The bank is entitled to limit the use of the card it has issued as a payment instrument. The bank informs trade

organisations of the restrictions and announces them on its website at its discretion.

## 8. Bank's liabilities and obligations

The bank is liable to receive and process the card transactions sent by the customer and to forward transactions made with the cards of other banks and card companies to them.

Unless otherwise agreed, the bank credits to the customer or forwards to other banks and card companies the card transactions sent on banking days and the related files on the next banking day at the latest.

The bank is liable to make the hot card list it receives from banks and card companies as well as the key and parameter files relating to card use available to the customer electronically.

The bank is liable to generate feedback on the card transactions the customer has sent to the bank and make it available to the customer.

The bank is not liable to credit the customer for transactions made with cards other than those separately agreed with the customer.

All information relating to the bank, this agreement and the service under this agreement is given in this agreement. The bank is not obligated to provide the customer with any other information on the bank, this agreement or the service under this agreement before or during the contractual relationship.

If the payer's bank (the bank itself or other bank) is under statutory obligation to return to the payer's account the amount of a card transaction the bank has credited to the customer, the bank is entitled to refuse to credit the customer's account or to return a credit entry already executed by a reversing entry (complaint). The customer's specific permission is not required for refusing an entry or making a reversing entry.

## 9. Confidentiality and data security

The customer and the parties acting on its behalf must treat as confidential the information provided by bank regarding the operational description of the banks' payment terminal system, and the passwords and other information that are necessary for using the service. Information on the above-mentioned matters and on matters subject to business secrecy or bank secrecy may not be disclosed to any third party without the bank's written consent during the validity of the agreement or thereafter.

The customer is liable to maintain the confidentiality of the payment terminal identification data and to store it so that it is not accessible to any third parties.

The customer is liable to store payment terminal receipts signed or otherwise accepted by the payers and the electronic records securely in a locked place and, once the storage time is over, to destroy them so that any third parties cannot access them. Upon request the customer must present to the bank or card company the receipt corresponding to a specified payment. The customer is liable for any damage caused by careless storage of the payment terminal receipts or card files which has enabled the fraudulent use by a third party of the data in the payment terminal receipt, thereby causing damage to the bank or the payer.

The receipts of a stamping device used as a back-up system must be stored in the manner described above before their delivery to the bank or card company. When using a stamping device, the customer is liable to store the payment receipts signed by the payers securely in a locked place before they are forwarded to the bank so that any third parties cannot access them. The customer is liable for any damage to the bank caused by careless storage of the payment receipts which has enabled the fraudulent use by a third party of the data in a payment receipt or the payment terminal system, thereby causing damage to the bank or the payer.

Each party is responsible for the security of its own data system environment. Only the payment card files of the system holder may be delivered through the system.

The payment terminal system or hardware is situated in an open environment. The physical and technical security of the system must be such that third parties cannot access the system or alter its data content.

The customer is liable to ensure that the keys, certificates and payment terminal files are stored safely and securely so that third parties cannot access them. The customer is liable to ensure that the system is technically protected against outside threats and that it has up-to-date anti-malware.

The customer must ensure that the data transmission within the system is secure. In public network and wireless data transmission the connection must be protected and encrypted with strong enough technology.

The encryption keys must be changed from time to time. The basic encryption of the WLAN, WAP and GPRS systems is not sufficient as such.

The customer is responsible for ensuring that the connection to a compilation and routing service of a third party possibly used by the system is encrypted and protected. The customer is responsible for the security of the files it transmits through a third party.

## Balance Reporting

In addition to the joint terms governing the electronic services for companies, the following terms apply to Balance Reporting.

### 1. Service content

In Balance Reporting the bank conveys to a customer incoming information from a foreign bank on a customer's account in a foreign bank.

The customer agrees on the intermediation of account information with the foreign bank and delivers a copy to the bank of this agreement or authorisation made with the foreign bank. The bank transmits the account information from the foreign bank to the customer with the content as delivered to the bank.

### 2. Limitations of liability

The bank is not liable for errors due to the source of information, data transfer or other errors resulting from reasons beyond the bank's operations. The bank is not liable for any damage possibly resulting from errors or deficiencies in the account information. The bank is not liable for the operations of a foreign bank.

## Advance notice of incoming currency payments

In addition to the joint terms governing the electronic services for companies, the following terms apply to incoming foreign payment orders.

### 1. Service content

The bank conveys to the customer advance information on the currency payments notified to be credited to the customer's account on the basis of the advance information it has received from other payment service providers.

The advance information given by the bank is not a binding notice that a payment has been effected or will be placed for the customer's use in the notified manner. The advance information does not prevent the bank from setting off a payment notified in the advance information if the bank has counterclaims from the customer.

### 2. Limitation of liability

The bank is not liable for any indirect or direct damage to customers or third parties based on the advance information.

## Electronic foreign exchange

In addition to the joint terms governing electronic services for companies, the following terms apply to electronic foreign exchange orders.

### 1. Electronic foreign exchange

Electronic foreign exchange is possible only in connection with a payment order in currencies currently specified by the bank.

### 2. Exchange rate

An exchange rate enquiry is carried out on the payment order currencies. Payments in the same currency for the same value date are summed up and valued at the same exchange rate. The exchange rate is based on the market rate or the quotation at the time of the enquiry. The time reserved for accepting the exchange rate is limited.

Should the service not provide an exchange rate, a foreign exchange deal cannot be carried out electronically.

### 3. Maximum amount of foreign exchange

Payments in the same currency for the same value date form one deal. In electronic foreign exchange, the total sum of foreign exchange deals carried out in the same currency on the same value date must not exceed the currency-specific maximum amount currently determined by the bank.

### 4. Foreign exchange as a binding obligation

After the customer has accepted the exchange rate, a binding obligation to a foreign exchange deal is made between the customer and the bank, at the exchange rate provided by the service. The formation of a foreign exchange deal is verified from the bank's material.

### 5. Bank's confirmation

The bank notifies the customer of the accepted foreign exchange deals in an electronic format. The customer is responsible for checking the bank's message and for complaining about any error within the same banking day.

The bank is responsible for informing the customer of any error in foreign exchange without delay, on the banking day following the value date of the foreign exchange deal at the latest.

### 6. Payment orders

The corresponding payment orders must be given to the bank on the day on which a foreign exchange deal is carried out.

### 7. Cover

The customer is responsible for ensuring that the customer's account contains sufficient funds when a foreign exchange deal is debited.

## Financial information service and other information services

In addition to the joint terms governing the electronic services for companies, the following terms are applied to the financial information service and other information services provided by the bank.

### 1. Service content

The bank is entitled to offer or intermediate information services provided by other service providers, such as exchange rates, exchange reviews, interest rate information, and prices on securities. The bank may collect this data from its own systems or from outside sources.

The financial information services included in the information service are intended for use in Finland and the services are directed to Finland if not otherwise specifically agreed or notified by the bank. Financial information services are not offered to customers operating from the United States of America. The information contained in the information services is under no circumstances an offer, sell or buy suggestion or recommendation.

A customer that is or will be engaged in securities trading, brokerage business or other similar operations undertakes to notify the bank of its operations when concluding an agreement or when the above operations are initiated. The bank is entitled to debit a user fee required by the information supplier to the account of the customer engaged in the above operations. The amount of the fee is given in the tariff.



## 2. Responsibility for correct information

Information service data is forwarded to the customer without obligation. The bank or other service provider is not liable for any errors or deficiencies in the information nor for damage resulting from delay or prevention of information supply.

## 3. Transfer and publishing prohibition

The publication or further electronic transmission of information service data in their current format or as a part of some other database or record, or using other media, is prohibited.

## Securities and investment services

In addition to the joint terms governing the electronic services for companies, the following terms apply to electronic securities and investment services. The electronic securities services provided by the bank are intended for use in Finland and the services are directed to Finland if not otherwise specifically agreed or notified. Securities and other investment services are not offered to customers operating from the United States of America.

### 1. Contents of the service and implementation

If the customer has made an agreement on a book-entry account and the safe-custody of securities with the bank, he or she can incorporate to his or her interactive services the Netbank portfolio service, which allows him or her to make orders concerning securities included in the service, eg buy and sell orders on book-entry securities and fund units as well as subscription orders. Customers can also obtain information on their securities in safe-custody, on book-entry types in book-entry accounts and on their fund holdings. Other securities or investment services separately agreed on between the bank and the customer can also be linked to the service.

### 2. Terms applied to the securities services

The joint terms governing electronic services for companies are applied to securities and other investment services only if they are not in conflict with the General Terms of Book-Entry Accounts and Safe Custody of Securities, the general terms and conditions of an investment service agreement and the general terms and conditions of orders to buy and sell securities. In orders concerning Nordea funds, the rules of the fund in question are followed and in the case of continuous fund saving the general terms and conditions of continuous fund saving are applied.

### 3. Charges and fees charged for orders

Fees based on orders will be debited to the account determined in the agreement on book-entry accounts and safe custody of securities. If the account lacks sufficient cover on the date determined in general terms of buy and sell orders for securities, in the service-specific terms or on debiting date determined otherwise, the customer is fully responsible for any damage caused by the possible lack of funds.

### 4. Broker's obligations to disclose information

After a customer has assured to have read through information about securities, other financial instruments or provision of other service or service provider in the interactive services, such as the terms of a bond or a simplified prospectus and fund rules, these are considered given to the customer.

### 5. Bank's right to restrict trading

The bank has the right to restrict trading via the service, if the proper execution of an order is endangered. The bank can restrict the use of the service for such orders that are connected to book-entry accounts to which the customer has only right of use although the book-entry account in question had been incorporated in the service as determined in clause 2. The bank may determine a minimum or maximum limit for orders transmitted via the service. These limits may also be customer-specific.

## Loans and credit services

In addition to the joint terms governing the electronic services for companies, the following terms apply to loan and credit services offered to a customer.

## 1. Service content

The bank defines the credit types or other financial services that can be linked to the interactive services. The bank can give a customer information on credits or other financial services connected to the interactive services. The customer can agree with the bank or other service provider that credit or other financial service information is delivered to the customer's interactive services only.

## 2. Agreement on a service

In interactive services a customer can make applications for certain credits or other financing and credit or financing agreements with the bank or other service provider. The customer signs the applications, agreements and other undertakings made in the interactive services with its identification data. The use of a customer's identification data corresponds to the customer's signature, and undertakings made in this way bind the customer as described in clause 7 of the general terms.

A credit or financing agreement is concluded once the bank or other service provider has accepted the application filed in by the customer, unless otherwise notified. If a credit or financing decision is conditional and the entry into force of the decision requires surrendering the documents into the bank's or other service provider's possession, an agreement is concluded once the customer has surrendered the required documents. The customer can be informed of the terms and conditions of a credit or financing agreement concluded in the interactive services and the related decision in the interactive services.

## Insurance services

In addition to the joint terms governing the electronic services for companies, the following terms are applied to the insurance services offered to a customer if they are not in conflict with the valid insurance terms.

### 1. Contents and use of the service

In the interactive services a customer can make applications for insurance offered by a service provider in its service, insurance contracts and insurance-related change requests.

The insurance services included in the interactive services are intended for use in Finland and the services are directed to Finland if not otherwise specifically agreed or notified by the insurance company. Insurance services are not offered to customers operating from the United States of America.

### 2. Agreement on a service

A customer signs the applications, agreements and other undertakings made in the interactive services with its identification data. The use of a customer's identification data corresponds to the customer's signature, and undertakings made in this way bind the customer as described in clause 7 of the general terms. After a customer has assured to have read through the insurance terms and other information in the interactive services they are considered given to the customer.

## Customer mail for the interactive services

### 1. Contents and use of the service

The customer mail for the interactive services is intended for the communication between the bank and the customer. The bank can receive a customer's declarations of intent via the customer mail in situations defined by it. The bank is not obliged, however, to handle or execute orders a customer has given in a customer mail message, such as payment or securities orders.

The bank's customer service handles the customer mail messages within a reasonable time of the arrival of the messages and within the currently applied opening hours of the customer service. In urgent matters the customer is to contact Nordea Customer Service.

The bank stores the customer mail messages in the interactive services for a notified period of time.

## Software

In addition to the joint terms governing the electronic services for companies, the following terms are applied to the software services provided by the bank for payment services.

### 1. Software provided by the bank

Software provided by the bank as referred to here is software manufactured or intermediated by the bank with which the customer can use the payment transfer services. The bank provides the customer with software enabling it to use the services of its choice, as agreed on separately, and the accompanying software version maintenance. The bank does not guarantee that software support and maintenance function without interruptions.

The customer separately agrees with the bank on the software used at each place of business.

The functions of the software provided by the bank and the relevant hardware and software requirements are described in the manuals or service descriptions on the software concerned.

The bank is entitled to modify the software functions or to replace the software with other software manufactured for corresponding purposes.

### 2. The customer's hardware and software

The customer undertakes to obtain the hardware and software needed to use the services, and is responsible for their maintenance and the relevant costs.

A prerequisite for using the software provided by the bank is that the customer's hardware and system software operate according to the hardware and system standards stated by the manufacturers, and that any accessories installed in the hardware or other software do not prevent use of the software provided by the bank.

### 3. Delivery and installation of the bank software

The bank reserves a time for delivering the software. The customer and the bank agree separately on the installation of the software.

### 4. Software copyrights

The bank or a party indicated by the bank owns the title and copyright to all software provided by the bank. The customer is not entitled to copy or assign the software, or any material pertaining to the software, to a third party without the bank's written consent. The customer is entitled to make a backup copy of the software. The software may not be used for any other purpose. The software diskettes and other corresponding recordings are to carry a note stating that they are the bank's copyright or the copyright of a party indicated by the bank.

### 5. Banking connection with other banks

Should the customer use software provided by the bank to use services provided by other service providers, the customer makes separate service agreements concerning such services with each service provider. The bank has the right to specify the service providers and services for which the software provided by the bank can be used.

The bank is not responsible for the content of services provided by other service providers, or for the operation of software enabling customers to use a banking connection if the software is used for services provided by other service providers.

### 6. Banking connections to the customer's other software

On separate agreement with the bank, the customer may request the bank to include a feature in the software which allows the customer to produce files specified in the user's manual or in the service description. Should these files be processed via the customer's financial administration, accounting or other software, the customer is responsible for obtaining the interfaces required for further processing these files and for their maintenance and related costs.

The bank is not responsible for the compatibility of files produced with the customer's other software.

### 7. Risk and limitation of liability pertaining to software

Risk involved with software is transferred to the customer with the software diskettes.

If the software is damaged or lost while it is in the customer's possession, the bank will supply new software. The customer is responsible for compensating the bank for the costs incurred.

The bank is not liable for any indirect loss due to possible errors in the software. The bank's liability to compensate is always restricted to correcting the error or to performing an erroneous function correctly.