

# GENERAL TERMS AND CONDITIONS FOR MATERIAL TRANSMISSION SERVICE

Valid as from 25 May 2018

## 1 Purpose and scope of the Terms and Conditions

Material Transmission Service is a service produced by the Bank on the basis of an Agreement. Using the service the Customer delivers material defined in these Terms and Conditions to the Bank or to another Service Provider and retrieves it from the Bank's or the Service Provider's data system. The Material Transmission Service is primarily directed to tradesmen, self-employed, companies and associations.

The Customer and the Bank agree on the use of Material Transmission Service by an Agreement on a distribution channel offered by the Bank. These Terms and Conditions on Material Transmission Service ("these Terms and Conditions") will form part of the Agreement on a distribution channel.

Through the Material Transmission Service, the Customer gets access to the Bank's and other Service Providers' services. The Bank's services are for instance payment transfer services and different kinds of information services. The contents and function of a single service can be read from a separate Service Agreement and the Service Description of the service, as well as from the Terms and Conditions for the service.

The services contained in the Material Transmission Service offered through different distribution channels can differ from each other as to their contents. The Bank offers services in Finnish, Swedish and English. The contents offered in the different language versions may vary.

These Terms and Conditions shall be applied between the Customer and the Bank. If the Customer has authorised a Service House later to be defined as user of the Material Transmission Service, these Terms and Conditions will be binding also on the Service House.

In addition to these Terms and Conditions the following Terms and Conditions shall apply to the Material Transmission Service:

1. an agreement on the distribution channel and form of material (e.g. Web Services Communication Protocol and C2B XML material)
2. service description and instructions for the distribution channel and form of material,
3. a separate agreement on the product and service, for instance an account agreement with relating General Terms and Conditions, or the Bank's General Terms and Conditions on Payment transfer, and
4. Terms and Conditions for Business Online, when Material Transmission Service is used through the Corporate Internet Bank.

The Terms and Conditions to be applied to the services are formed of the General Terms and Conditions common to all services and the Terms and Conditions for the service in question. In addition to these, possible Terms and Conditions stated by an outside Service Provider may be applied to outside Service Providers.

Material Transmission Services shall be used as agreed and in the way stated in the Service Descriptions and Instructions of Use.

If the Service Descriptions, instructions of use or Terms and Conditions of Agreement stated by other Service Providers are in conflict with the Terms and Conditions on Material Transmission Service, the Terms and Conditions on Material Transmission Service shall be applied in the first place, unless the Bank has specifically stated otherwise. Other Terms and Conditions shall be applied in the order of priority stated above.

## 2 Definition of Terms

**Material** is a batch of data which has been defined in the Service Description of the Bank, or has been agreed otherwise. The Customer transmits material to the Bank or to another Service Provider and retrieves it from the data system of the Bank or the Service Provider. A material can consist of payment orders or other different kind of manifestations of will. The Bank treats the material or forwards it in a way agreed upon with the Customer.

**Customer** is the company which owns the Material to be transmitted. A Customer can be for instance an invoicing party, a recipient of an invoice, or a payer of an invoice.

**Distribution Channel** is intended for offering services to Customers. Through the distribution channel or by intermediation of it the Customer gets access to services offered by the Bank or a third Service Provider. Distribution channels are for instance the Bank's branch network, the Web Services Communication Protocol, the Internet bank and other intermediating channels for services which exist or may be developed in the future.

**Payment Order** is an order given by the Customer to the Bank to execute a payment transaction as an account transfer, transfer of funds to the Bank's payment account, direct debit, by pay-card or another means of payment. The execution of a payment order contains the Bank's measures for treatment of the order and the transfer of payment.

**Another Service Provider** is a Service Provider within the Danske Bank Group or outside this Group, whose services can be used through the intermediation of Material Transmission Services. The data of such Service Providers are stated in the Service Agreement or in a leaflet published by the Service Provider.

**Service Agreement** is an Agreement on a Distribution Channel or Service produced by the Bank.

**Service Description** is a document drawn up by the Bank which describes such main contents of a single service as the characteristics, restrictions, times of use, technical requirements of the use of the service, data security and other definitions of security. The Service Description can be made in written or electronic format. The Customer can store it for its own use in a lasting manner.

**Service House** is the representative used by the Customer in the Material Transmission Service, a Service Center executing the Customer's data processing, an accounting house or a similar third party acting for the Customer.

**Bank** is Danske Bank A/S, Branch in Finland (Business ID 1078693-2). Address: Televisiokatu 1, FI-00075 DANSKE BANK. Telephone: +358 10 546 000. Email: [firstname.lastname@danskebank.fi](mailto:firstname.lastname@danskebank.fi).

The bank is the Finnish branch of Danske Bank A/S, registered in Denmark, and as such part of the Danske Bank Group, which contains subsidiaries and branches in Finland and other countries. Danske Bank A/S trade register is 61126228 and address is 2-12 Holmens Kanal, DK-1092 Copenhagen, Denmark.

**Means of Identification** are objects and specifying data or qualities which jointly used form the identifiers necessary for identification, means of identification and verification. Specific identifying means can be used for each separate distribution channel of the Bank.

**Company** is any other user of the Material Transmission Service than a consumer. Companies are in this context a self-employed, an open company, a limited partnership company, a limited company, a society, a foundation, a municipality, a group of municipalities, or a state.

### 3 Identification of a Client, responsibility for the use of Means of Identification

3.1 The use of the services requires that the Customer identifies itself by using customised written or electronic means of identification delivered by the Bank, in the way required by the service. The Bank is not responsible for identifying the Customer or a party acting for the Customer in any other way.

3.2 The Bank delivers the means of identification necessary for the use of the service to the Customer. Individual means of identification can be given for each separate service. The means of identification can be sent to the address the Customer has notified the Bank, unless specifically agreed otherwise. The Customer shall notify the Bank immediately of changes to its address. The Bank may issue new means of identification or change their technical mode of action without prior notification to the Customer or to the Customer's the contact person.

3.3 The Customer accepts that means of identification for a person using the means of identification of a corporate customer always is authorised to use the accounts joined to the Customer's services and is authorised to use the means of identification for concluding agreements and other manifestations of will binding upon the Customer with the Bank and a third Service Provider. In order to prove the validity of the Agreement or a legal action, the Bank is entitled to submit any data necessary for the evidence to an outside Service Provider.

3.4 The use of customised means of identification corresponds to the signature of the Customer for orders, manifestations of will, messages and other measures to the Bank or a third party. All payments, orders, applications, agreements, liabilities or other manifestations of will (hereinafter jointly "orders and other manifestations of will") which have been made using the means of identification of the Customer shall be binding upon the Customer when the identification with the use of means of identification has been made in the way required by the service and the Terms and Conditions of Agreement of the Bank, even if the Customer, a person in its employment or a person acting for the Customer would not in effect have sent the order or another manifestation of will (for instance due to misuse of the means of identification).

3.5 The Customer is liable to keep the means of identification in both written and electronic format with due care so that they are not made known to any outsider or so that any outsider will be unable to use them. Separate instructions on the safe keeping of means of identification in the Material Transmission Service can be found in the Service Descriptions.

3.6 In case the Customer has reason to believe that the means of identification have been lost or may have been made unlawfully known to an outsider or that the means of identification have been used unlawfully, the Customer shall notify the Bank immediately of this. Notification can be made to a branch of the Bank or to the telephone service during its office hours, or by telephone during 24 hours to the telephone number of the Bank receiving calls regarding lost or misused means of identification, which are stated in point 22 at the end of these Terms and Conditions. When notifying of lost means of identification, the Customer's name, Business ID, agreement number and user number must be stated.

3.7 The Customer's responsibility for the use of the means of identification stated in the previous point terminates when the Bank has received the Customer's detailed notification that the means of identification have been lost or have become known to an outsider. The Bank is entitled to prevent the Customer access to the service using the means of identification in question immediately when the Bank has received the above mentioned notification by the Bank.

The Customer is entitled to request the Bank to restore its possibility to use the means of identification at any time. The request shall be made in person in the Bank's branch office during its office hours, or in another way agreed between the Bank and the Customer.

In case there are no longer grounds to prevent the use of the means of identification, the Bank shall give the Customer new means of identification and restore its possibility to use the Material Transmission Service as soon as possible after the Customer has requested it to do so and the grounds for preventing the use of the means of identification no longer exist.

The Bank is entitled to return to the Customer means of identification corresponding to those previously in use, but bearing new data intended to be kept secret. The Bank is entitled to replace the means of identification previously in use with a new type of means of identification if it is reasonable from the point of view of the Bank's risk management.

3.8 The Bank is liable to start taking actions to cancel the means of identification immediately when it has been notified that the means of identification have been lost.

3.9 The Customer is liable to the Bank or a third party for all orders and other manifestations of will made with the use of means of identification and for possible indirect and mediate damages caused by it up to the moment when the Bank has received notification that the means of identification have been lost or become known to an outsider, and when the Bank has had reasonable time to prevent the use of the services. If the Customer has stored its means of identification carelessly or otherwise with its actions contributed to it so that the means of identification have become known to an outsider, the Customer is liable for all damages caused by the misuse of the means of identification. The Customer's liability for the use of means of identification is not limited to any given amount.

3.10 The Customer is liable to ensure that persons or service providers in its employment or acting on behalf of it, using or storing means of identification, are aware of the Terms and Conditions of Agreement regarding the storage and use of means of identification under this Agreement, and by the instructions published on the Banks website, and undertake to comply with them for its own part.

3.11 The Customer shall keep and store a list on the persons operating and using the Customer's means of identification. The data shall be given to the Bank on the Bank's request.

## 4 Data Security

### 4.1 The Parties' Responsibilities for hardware, software, systems or their use

The parties are responsible for the safety of their hardware, software, data systems and internet connections. The parties are responsible for ensuring that the hardware, software, systems or connections used for the Material Transmission Service or their use do not cause any damage, disturbance or other problems to the parties. The Bank and the Customer are responsible for the protection of their own data systems in a reliable way against unlawful use.

The Bank is not responsible to the Customer for damages due of the material transmitted in public communication networks or in communication networks owned by the Customer or used by it caused by an agreement getting lost or changing, by other disturbances in transmission or by the contents of the material being made known to a third party.

### 4.2 Protection of material

The Customer is liable to protect its material as stated in the Service Description. If the Customer does not use a protection procedure determined in the Service Description, the Bank is not liable to receive material transmitted to it by the Customer for treatment.

### 4.3 Encryption of material

If the Customer so wishes he may encrypt the data transmission connection between the Bank and the Customer by using a data security software or application delivered to the Customer by a third party. The Bank is not responsible for the technical or other qualities of the data security solution delivered by a third party, nor for the compatibility of individual software and other comparative products with the Banks systems.

## 5 Time of use of the Service

5.1 The Bank shall notify its Customer on its website at the address [www.danskebank.fi/aineistosiiirtopalvelu](http://www.danskebank.fi/aineistosiiirtopalvelu) in point Timetables the time when the service to be used through the intermediation of the Material Transmission Service is in use of the Customer. However, the Bank does not guarantee that the services are at the Customer's disposal without interruption. The Bank notifies

the Customer also the times by which orders or any other material must be transmitted to the Bank's data system or when it can be retrieved from the Bank (cut off times). Unless notified otherwise, the times stated in the Service Descriptions or in the Instructions for Use shall be followed.

5.2 The Bank is entitled to change the above-mentioned times by prior notification to the Customer. The notification can be made in as a message in an electronic material to be placed at the disposal of the Customer.

5.3 The Bank can interrupt offering the service temporarily due to service, updating, amendments, disturbances or other comparative measures to the service. Longer interruptions known to the Bank shall be notified the Customer by the Bank in advance. The Bank can for well grounded reasons limit the time of use of the service by notifying the Customer of it in the service.

## 6 Responsibilities and duties of the Customer

### 6.1 Hardware and software of the Customer

The Customer is responsible for ensuring as the hardware, software and systems required for the use of the Material Transmission Service, such as telephone, data operation, data terminal and browser hardware, communication and connections, and the necessary hardware and software for data security and for the expenses, maintenance and operations incurred by them unless the Bank and the Customer agree otherwise in writing. Terms and Conditions on software submitted by the Bank have been mentioned in the Terms and Conditions of Agreement on each individual service.

### 6.2 Data communication connections

The Customer is responsible for the acquisition, use and service, updating of software and data security of the hardware, software, systems and data communications necessary for the use of the service, and for the costs and expenses of them.

The Customer can use the services with chosen data communication connections which are otherwise suitable for the use of the service. Data communication connections linked to the use of Material Transmission Services may be several and they can differ from one another.

The Customer acquires the data communication connections necessary for the use of the service and is responsible for the functionality, costs and security of the

data communication connections. The Bank is not responsible for such errors in data communication connections or data transmission which are not due to the Bank.

The Bank's responsibility for the treatment of data sent to the Bank in an order or a material starts when the Bank has received the material to its data system in an approved manner.

The Customer is responsible to acquaint himself with every Term and Condition of Agreement, for instance with the Service Description or with the Instructions of use on Material Transmission Service given by the Bank at any given time. The general Terms and Conditions of Agreement can be found also on the Bank's website at the address [www.danskebank.fi](http://www.danskebank.fi). The Customer is responsible for following the rules and practices on data communications and securing of data communications given by the Bank, as for instance rules on the Web Services Communication Protocol.

### **6.3 User Authorisations**

The Customer accepts all the orders and other legal actions transferred along with the material which have been made on behalf of the Customer with the use of the means of identification as binding upon itself. The Customer shall inform the Bank in writing of changes regarding the account or the user authorisations to the Material Transmission Service. The responsibility of the Customer terminates for legal actions made by a person designated as user when the Bank has received the above notification and cancelled the User Authorisation. The notification can also be submitted by using an electronic means approved by the Bank.

### **6.4 The Customer's responsibility for its the representatives or subcontractors**

In case the Customer uses Material Transmission Service through the intermediation of a Service House, the Bank can transmit the material connected to payment transfer services to the Service House. The Bank can also receive and execute orders, other manifestations of will and service requests given to the Bank in the name of the Customer of the Service House.

The Customer is responsible for the material transmitted by the Service House and for other manifestations of will as for its own. The Customer is responsible for notifying the Bank in writing of the authorisation to the Service House used by the Customer terminates or

changes. The Bank is not responsible for any agreement between the Customer and the Service House it uses nor for any errors or delays related to it.

The Customer is responsible for ensuring that the Service House complies with the Terms and Conditions of this Agreement and these Services for its own part.

### **6.5 Transmission of material to the Bank**

The Customer transmits material to the Bank and retrieves it from the Bank following the timetable stated in point 5. The Customer sees to it that the material contains the necessary data for further transmission of the material and that the material is transmitted to the Bank in ample time. The Customer is responsible for the correctness of the information given and transmitted by it to the Bank. The Bank is not responsible for correcting or completing transmitted material unless agreed otherwise.

### **6.6 Accounts joined to the services**

The Bank designates the types of account and the functions and services joined to the accounts which can be joined to the Material Transmission Service. The Customer notifies the Bank of the accounts to which the services shall be joined. The use of the services requires that the account joined to the service is duly valid and that there is sufficient cover in the account for executing the payment orders and the use of the service.

Unless agreed otherwise, the Customer is responsible for ensuring that every employer of the Customer or every other party acting for the Customer, for instance a Service House or another subcontractor of the Customer using the services under these Terms and Conditions on behalf of the Customer, is authorised to use the account joined to the service and to receive information contained in the services and concerning the Customer without a separate agreement on user authorization to the account.

If the Customer uses services based on a Group Cash Pool or another corresponding special Account Agreement, the Customer is responsible for taking into account the Terms and Conditions contained in these Agreements and any limitations possibly affecting its use.

## 6.7 Payment orders

The Customer makes a payment order by giving the Bank the necessary data for executing the order. The payment is transmitted to the payee based on the account number notified by the payer. The Customer is responsible for the correctness of the information given and transmitted by it to the Bank.

The material is deemed given when the Bank has received it in a manner approved by the Bank. Material received on another day than a banking day shall be treated on the following banking day.

The Bank is entitled to refrain from executing payments if there is not sufficient cover in the Customer's account. If the due date of the payment is later than the order date, the funds must be in the account at the beginning of the due date, unless agreed otherwise.

In case the account to be debited has not sufficient funds for the transmission of a payment order, if the use of the execution of the order is otherwise reasonably prevented, the Bank is not responsible to transfer the payment or part of it.

The payer has no right to cancel or amend a payment order given by it to the Bank after the Bank has started executing the order or debited the payer's account.

## 6.8 The Customer's responsibility to compensate a caused damage

Unless agreed otherwise somewhere else, the terms stated in this point of the Agreement regarding the Customer's responsibility to compensate a damage incurred by it, shall apply. The Customer engages to compensate all damages caused by the Customer's action in conflict with this Agreement or any other actions due to the Customer. The Customer is responsible for all damages caused by errors or misuse by its employees participating in the business operations. The Customer is not liable to compensate damages for the part that the agreement party incurred the damage or a person acting for the Customer has influenced on the emergence of the damage.

The Customer is responsible to the Bank for indirect and indirect or medial damages only if the Customer has caused the damage willfully or by gross offence.

## 7 The Responsibilities and Duties of the Bank

### 7.1 Storage of identification data

The Bank is responsible for storing the key data used for identification and verification and for other secret certification data and for storing secret key data possibly used in the security process in such a way that they are not made known to an outsider by the Bank.

If the above data have anyway been made known to an outsider by the Bank, the Bank is not responsible to the Customer for such possibly caused indirect damage as loss of income or earnings, unattained profits, decrease or interruption of business or for agreements between the Customer and third parties, or any damage or loss incurred, due to the non-fulfillment of such agreements.

### 7.2 Storage and transmission of material

The Bank is responsible for the safe storage of the material it transmits and for the material being unchanged in the Bank's own systems. The Bank is not responsible to the Customer for indirect damage caused by material being lost or changed, such as loss of income or earnings, unattained profits, decrease or interruption of business or for agreements between the Customer and third parties, or any damage or loss incurred due to the non-fulfillment of such Agreements.

The Bank transmits the material based on the account number stated in it or on other specifying data of the payee stated in the material. The Bank is not responsible for damages caused by errors or defects in the specification, contact or order data given by the Customer.

The Bank is entitled to refrain from transmitting delayed, incorrect or otherwise incomplete materials. The Bank is not responsible for separately notifying the Customer that the material may be retrieved from the Bank.

### 7.3 The Bank's right to use a Subcontractor

The Bank is entitled to use a subcontractor for production of its services. The Bank is responsible for the actions of its subcontractor. The Customer agrees to it that the Bank transmits the data necessary for the production of the service, including the name and other contact data of the Customer, to the subcontractor.

### 7.4 The Bank's right to interrupt offering the service or prevent the use of identification data

The Bank is entitled to limit the time of use of the Material Transmission Service for the time of service and repair work. The Bank is entitled to interrupt the use of

Material Transmission Service if the hardware, software, systems or data communication connections of the Customer cause damage, disturbance or otherwise risk the security or execution of the Bank's services. In order to protect the Customer, the Bank is entitled to interrupt the use of Material Transmission Service due to threats related to data security risking the use of Material Transmission Service.

Furthermore, the Bank is entitled to limit the use of Material Transmission Service or prevent the use of identification data for the following reasons:

- security,
- obvious faults in identification data,
- the Bank has reason to suspect that the identification data of the Customer are used unlawfully or fraudulently,
- the Customer uses the identification data in breach of these Terms and Conditions; or
- in case the identification data entitle to use credit and the risk of the Customer being unable to fulfill his payment duties have risen considerably.

The Bank notifies the Customer of the limitations or closing mentioned in this point in writing or electronically in advance or, if necessary in order to prevent or limit damages, immediately afterwards. However, the Bank does not notify of the matter if the notification would risk the reliability or security of the services offered by the Bank or if sending such notification is prohibited by law.

The Bank is entitled to prevent the use of the service or interrupt execution of orders or other manifestations of will by the Customer if the Customer is declared bankrupt, is seeking a debt settlement procedure or is declared insolvent, discontinues his payments or if measures of sequestration, seizure or other corresponding measures are directed to the funds in the Customer's account.

Furthermore, the Bank is entitled to interrupt the execution of orders or other manifestations of will when the Bank has grounded reasons to suspect that the service is used in breach of law or Terms and Conditions of Agreement, or if the use of the services risk the business or data security of the Bank or another service provider or their Customers, or violate their or an outsider's rights.

The Bank is not responsible for indirect damages caused by interruption or delay in service, for instance for loss of income or earnings, unattained profits, decrease or interruption of business or for or for agreements between the Customer and third parties or for damages due to non-fulfillment of such Agreements.

## 8. Service fees and charges

The Customer is responsible for paying the Bank the service fees and charges notified in the List of Service Charges or agreed separately. The Bank is entitled to debit the Customer's account with the service fees and charges.

The Customer is responsible for ensuring sure that the account joined to the service holds sufficient funds for the debiting of service fees and charges. The Bank notifies the service fees and charges debited by it on the account statement. No prior notice of the service fees and charges shall be sent. The Bank reserves the right to prevent the use of the service or leave an order made through the service unexecuted if the account holds insufficient funds. If the Customer uses services of a third Service Provider, the Customer commits himself to pay the service fees and charges possibly agreed with the service provider.

The Bank is entitled to amend the service fees and charges. The Bank publishes the change in service fees and charges in its List of Service Charges. The change will become valid at the time notified by the Bank, however, no earlier than one (1) month after the change was published. If the change is based on amendments of law or decisions by an authority, the amendment shall become valid at the time notified by the Bank. The List of Service Charges is available in the branches of the Bank.

## 9. Amendment of service

The Bank is entitled to amend the contents of its services, its service descriptions, instructions of use, service supply, appearance, contents, availability and the requirements on hardware and software necessary for the use of the service, without notifying the Customer or the user thereof in advance, by taking the amendment into use and, if necessary, by notifying of the amendments on the Bank's internet pages.

## 10. Amendment of Terms and Conditions of Agreement

10.1 The Bank shall notify the Customer in writing or electronically of such amendments of Agreement which fundamentally increase the Customer's responsibilities or fundamentally decrease the Customer's rights, and which are not based on law, decisions by Authorities or an amendment in the Banks' payment transfer system. The amendment shall become valid at the time notified by the Bank, however, no earlier than one (1) month after the notification of amendment was sent to the Customer. The Bank is entitled to notify of the amendment also by publishing the amendment on the Bank's Internet pages at the address [www.danskebank.fi](http://www.danskebank.fi), whereby the said time is counted from the time the amendment was published.

10.2 If the amendment does not fundamentally increase the Customer's responsibilities or fundamentally decrease its rights, or if the amendment is based on law, decision by an authority or a change in the Banks' payment transfer system, the Bank is entitled to notify the Customer of the amendment as a message contained in the service, by publishing the amendments on the Bank's website at the address [www.danskebank.fi](http://www.danskebank.fi) or in the Bank's branches. The amendment shall become valid at the time notified by the Bank.

10.3 The Agreement shall continue to be valid as amended from the time notified by the Bank, if the Customer does not terminate the Agreement before the amendment becomes valid as stated in point 16.

## 11 Transfer of the Agreement

The parties are not entitled to transfer the Agreement to a third party for any part without the other party's written consent. However, the Bank is entitled to transfer the Agreement to a corporation which is part of the same Group as the Bank, without prior notice to the Customer.

Rights and responsibilities based on the Agreement are binding upon the recipient of the business activities, if the Bank merges or splits or transfers all or part of its business activities.

## 12. Notifications sent by the Bank

12.1 A written notification sent by the Bank is deemed to have become known to the Customer on the seventh calendar day after the dispatch of the notification, at the latest, if the letter was sent to the address notified the

Bank by the Customer, or to the address of the Customer noted in the Trade Register.

12.2 If the Bank's notification is made as a message contained in the material sent for the disposal of the Customer, the notification is deemed to have reached the Customer no later than on the third day after the notification was placed at the disposal of the Customer in the service or the Bank's data system.

## 13. Remarks by the Customer

Possible remarks relating to the service, orders or other manifestations of will or claims on the Bank or another Service Provider shall be made in writing or using the response form on the Bank's website, without delay and within 60 calendar days from the transaction date or from the time when the customer should have discovered the error or defect. Terms and conditions on services may contain deadlines differing from the above, which shall be applied instead of the above mentioned deadline. Failure to file a complaint removes the customer's right to compensation from the bank.

## 14. Copyright and trademarks

14.1 Copyrights and trademarks relating to the services are the property of the Bank, another service provider or a third party. All rights on copyright and brands are reserved.

14.2 A Customer using the service commits himself that he shall not, without the written consent of the copywriter, publish, reproduce or transmit information contained in the services electronically or using any other telecommunication channel, unless agreed otherwise in the Terms and Conditions of the said service.

## 15 Validity of the Agreement

The Agreement is valid until further notice, unless agreed otherwise.

## 16 Termination and cancellation and impacts hereof

The parties are entitled to terminate the Agreement. The Customer may terminate the Agreement with immediate effect by notifying the Bank hereof. The Bank is entitled to terminate the Agreement in writing with one (1) months notice. The notice of termination shall be transmitted to the Customer as stated in point 12 above.



If the Customer is declared bankrupt, is seeking a debt settlement procedure or is declared insolvent, the Bank is entitled to terminate the Agreement immediately with a written notification to the Customer.

A party may cancel the Agreement in writing immediately if the other party is in fundamental breach of the Agreement or Terms and Conditions of Agreement for an individual service, or when the account joined to the service is closed.

The Bank may deem the Agreement terminated if the Customer has not used the service during a year from the date the Agreement became valid, or if at least a year has elapsed from the latest day of use.

When the Agreement is terminated, the Customer's right to use the Material Transmission Service ceases. The Bank is entitled to finalize given but not yet finalized orders and other manifestations of will unless they are cancelled as stated in the Terms and Conditions for each individual service. However, the Bank is not obliged to do so.

Other Terms and Conditions than those of Material Transmission Service Agreement as stated in point 1, the products and services covered by the Service Descriptions to be applied on these Terms and Conditions and the Material Transmission Service, may require separate notices of termination in addition to those stated in this point.

The Bank is entitled not to return a charge or fee paid beforehand for the service when notice of termination of the Agreement is served, even if the charge or fee is subject to a time after the termination has become valid.

### 17 Force majeure

The Bank is not responsible for a damage caused by unusual and unforeseeable reason which the Bank has been unable to affect and the consequences it would not have been able to avoid even with careful actions. Such reasons may be

- determination by law or actions by an authority;
- war, threat of war, rebellion or civil unrest;
- disruption of postal traffic, telecommunications, transmission, other electronic communication or supply of electricity;
- disruption of or delay in the Bank's actions or operations caused by a fire or another equivalent accident or disaster;

- industrial action such as strike, lockout, boycott or blockade, even if it involves only part of the Bank's personnel or part of the personnel of the Bank's sub-contractor, regardless of whether the Bank is involved in it or not; or
- other comparable or equivalent reasons unreasonably distraining the Bank's operations.

The Bank is responsible for notifying the Customer of force majeure as soon as it is reasonably possible. Force majeure authorises the Bank to discontinue its operations until further notice.

### 18 Limitations to the Bank's liability to pay damages

18.1 The Bank is not responsible for indirect or medial damages caused by possible disturbances, disruption or faults in the service, for instance loss of income or earnings, disturbances caused by other agreement relationships or other damages difficult to foresee.

18.2 The Bank is not responsible for the operations, services or products of other Service Providers, nor for their availability.

18.3 The Customer shall take reasonable actions in order to limit his damage. If the Customer fails this obligation, the Customer itself is responsible for this part of the damage. Damages to be paid to the Customer due to actions in breach of law or this Agreement may be settled, if it is unreasonable taking into account the reason for the offence, the Customer's possible participation to the damage, the compensation to be paid for the service, the Bank's possibilities foresee and prevent the emergence of the damage, and other conditions.

18.4 Special restrictions of liability to pay damages may be contained in the Terms and Conditions for separate services, for instance payment transfer services.

18.5 An agreement party is not entitled to any damages based on the termination, non-renewal or termination of a service in the scope of this Agreement.

### 19 Information about data protection

When dealing with the Bank in the capacity of being an individual, e.g. employee, director, beneficial owner and other individual associated to the Customer, the Bank registers and uses the personal data of the individuals to offer the Customer the best advice and solutions, and to comply with the legal requirements that apply to the

Bank as a financial institution. More information about what such personal data the Bank registers, how the Bank uses it and the Customer's rights is written in the Bank's privacy notice [www.danskebank.fi/tietosuoja](http://www.danskebank.fi/tietosuoja), which can also be provided in hard-copy for the Customer. The notice also provides contact information if any questions arise.

When the Customer, or anyone on behalf of the Customer, provides the Bank with personal data, the Customer warrants that the Customer is entitled to disclose such personal data. The Customer also ensures that the person has been informed where to find the Bank's privacy notice.

## 20 Conflicts and applicable law

If conflicts relating to this Agreement cannot be solved by negotiations, the conflicts relating to this Agreement shall be settled in the Helsinki City Court. If the Customer's domicile is not in Finland, the Bank is, however, entitled to take the case for settlement in a court of law in the Customer's country of residence.

The services under these Terms and Conditions of Agreement are subject to Finnish law, unless the parties have agreed otherwise.

## 21 Advance information

The Customer confirms having received advance information concerning the Agreement and the Material Transmission Service by signing the Service Agreement. Advance information means information concerning the Bank, the Material Transmission Service, communications between the Bank and the Customer, safety measures, matters of liability, means of legal protection and amendment and termination of the Agreement.

## 22 Customer service and supervisory authorities

In matters relating to the Material Transmission Service contact shall always first be taken with the Bank by sending the Bank the "request for contact" form in the Bank's Business Online - corporate internet bank, a form on the Bank's website or by calling the Bank's Corporate Services at 0100 2580 (Inc/mnc).

If the Customer so wishes, he may also contact the below mentioned authorities that supervise the bank:

The authority that supervises the bank is Finanstilsynet, Århusgade 110, DK-2100 Copenhagen Ø, Denmark. Telephone: +45 33 55 82 82, [www.finanstilsynet.dk](http://www.finanstilsynet.dk)

Danske Bank A/S, Branch in Finland, is also supervised by the following entity, within its powers: Financial Supervisory Authority, Snellmaninkatu 6, P.O. Box 103, 00101 Helsinki. Telephone: +358 9 183 51, [www.finanssivalvonta.fi](http://www.finanssivalvonta.fi)

Additionally, Danske Bank A/S, Branch in Finland, is supervised within their powers by the Finnish Data Protection Ombudsman, the Finnish Communications Regulatory Authority and other Finnish authorities.

## 23 Notices on lost and misused means of identification

The Bank's telephone number receiving information on lost means of identification is 0200 2585, for calls from other countries than Finland +358 200 2585. When notifying of lost means of identification the Customer's name, Business ID, agreement number and user number shall be stated.

## 24 Validity

These Terms and Conditions shall become valid as from 25.05.2018 and replace the previous Terms and Conditions of Agreement of Material Transmission Service.