

# GENERAL TERMS AND CONDITIONS FOR OUTGOING AND INCOMING CURRENCY PAYMENTS

These are Danske Bank's general terms and conditions for payment transfers.

If any inconsistency between the different language versions occurs, the terms and conditions in Finnish will prevail. These terms and conditions shall become valid on 1 January 2020.

## 1. Scope of application of the terms and conditions

Unless otherwise agreed, these general terms and conditions shall be applied

- to account transfers, money orders and cash services stated in these terms and conditions, in all other currencies than euro, disregarding where the service provider of the payer or the payee has its established office, and
- to payments in euro in which a service provider of a payer or a payee whose established office is outside the general euro payment area is involved.

These general terms and conditions shall be applied also to payment orders given by the payer to his bank to issue a cheque to be used for a foreign payment. In other respects, the act governing cheques shall be applied to cheques.

These general terms and conditions shall not be applied to cashing foreign cheques. Separate General terms and conditions for cashing of foreign cheques shall be applied to cashing of foreign cheques.

In addition, the relevant account agreement and possible other service agreements shall be applied to the execution of payment orders.

## 2. Definition of terms

**Commencement date** is the banking day on which the payer's bank commences to execute a payment order.

**BIC code** (Bank Identifier Code, ISO 9362) is the international code identifying the bank. The BIC code is also known as the SWIFT code.

**EEA payment** is an account transfer or a money order which is executed in another currency of a EEA state than euro between payment service providers with an established office within the EEA.

**EEA states** refer to the EU Member States and to the other states joined to the EEA (Iceland, Liechtenstein and Norway).

**Euro payment area (SEPA, Single Euro Payments Area)** is a single Europe-wide payments area created by European banks, the European Central Bank and the European Commission.

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

**Consumer** is a natural person who, in the capacity of payment service user, agrees on a payment transaction primarily for purposes other than the user's trade or business.

**Payer** is the party giving a payment order.

**Payer's service provider** is the bank or the payment institution which receives a payment order and transfers it to an intermediary bank or to the payee's service provider.

**Payment system** is a system for the transfer of funds which has standardised routines and common rules for the treatment and clearing of and/or for the transfer of cover for payment transactions.

**Due date of a payment** is the day which the payer notifies its bank as the commencement date for the execution of a payment order.

**Money remittance** is an irrevocable instruction based on the payer's payment order given by the payer's bank to an intermediary bank or to the payee's bank to execute an account transfer or a money order.

**Money order** is a payment order by the payer to their bank to transfer assets to the payee.

**Payment service user** is the party who, based on its agreement with the bank, may use the payment service or services in the capacity of payer or payee, or both.

**Payee** is in account transfers the payment service user who has access to the account to which assets are transferred, in cheques the party to whom a cheque has been issued, and in money orders the payment service user for whom the assets are made available.

**The payee's service provider** is the bank or the payment institution who receives the funds on behalf of the payee and transfers them to the payee's account or keeps them available to the payee.

**Payment transaction** is a procedure by which money is transferred, withdrawn or made available.

**Payment order** is an order given by the payer to their bank to execute a payment transaction as, for instance, an account transfer, a money order, or a cash payment or to issue a cheque. The final execution of a payment order includes the measures by the service provider to process the order and transmit the payment.

**Other payment** is a payment order where the service provider of the payer or the payee involved in the execution of a payment transaction has an established office outside the EEA and where the payment amount is in another currency than euro or the currency of another EEA nation.

**Banking day** is the day when the service provider of the payer or the payee is open for business so that it can execute the payment order on its part. In Finland banking days are weekdays Monday through Friday, with the exception of the Finnish holidays, the Finnish day of independence, 1 May, 24 December, midsummer's eve, and any day which cannot otherwise be regarded as a banking day.

**Bank connection** is a BIC code or another bank code identifying the bank of the payment service user.

**Urgent payment** is a payment order which, in the payer's bank, has priority over other payments as stated in these terms and conditions. The payer's bank is, however, not responsible for the fact that the urgent payment is transferred to the payee's bank in a shorter time than stated in these terms and conditions.

**Money transfer** is a service by which the bank receives cash to be transferred to the payee's account or to be made available to the payee.

**Cheque** is a cheque drawn in compliance with the act governing cheques in Finland, issued by a bank operating in Finland, to be used for foreign payments.

**SWIFT cheque** is a cheque issued by an intermediary bank or the payee's bank as stated by law in the state of the issuing bank. The sections in these terms and conditions concerning cheques shall also be applied to SWIFT cheques.

**Account transfer** refers to debiting the payer's payment account on the payer's initiative for a transfer of funds to the payee's payment account.

**Foreign value date** is in Other payments the day on which the funds for the payment are transferred to the intermediary bank or to the payee's bank. The foreign value date is not the day when the funds for the payment are made available to the payee, nor the reference time for interest. The practice concerning the foreign value date varies in different countries.

**Intermediary bank** is a bank or another institution which, in addition to the payer's service provider and the payee's service provider, is involved in the transfer of funds on an order by the payer's service provider or the payee's service provider.

### 3. Issuance of details for a payment order

The payer issues a payment order by giving the bank the necessary details for the execution of the payment. The payer consents to the execution of the payment order by signing a payment order form or by confirming the payment order using a personal or business identification code issued by the bank, or in another manner agreed upon with the bank.

The payer shall give at least the following details:

- details of the payer
  - name of the payer
  - any of the following details: address, date and place of birth of the payer, customer number given by the bank, personal or business identification number (for payments from account the bank may complete the payment details from its own systems for this part whereby the payer does not need to give the details in question separately).
  - account number, of the payment is debited an account
- details of the payee
  - name and address
  - bank connection (for instance BIC code)
  - account number (for instance in IBAN format)

- currency of the payment
- amount and due date of the payment
- manner of payment (for instance account transfer/money remittance/urgent payment/cheque)
- details on who shall pay the expenses for the payment
- other details which the bank has notified as necessary for the transfer of the payment.

In addition, the payer's bank may grant the payer a possibility to give

- the payee details identifying the payment (reference number or message).

If requested, the payer shall prove his/her identity and specify the source of the funds and the purpose of their use. The bank is entitled to check the details of the payer.

The payer is responsible for the authenticity of the details of a payment order. The payer's bank is not responsible for correcting or completing a payment order, unless otherwise agreed. If, however, the bank on receipt of a payment order detects an error in it, it shall seek to notify the payer of the error as far as possible.

**An EEA payment is transferred to the payee solely based on the account number and the bank connection, even if the payer in addition has given other details for the execution of the payment transaction.**

The bank is entitled to transfer a payment based on the national part of the account number. The payee may direct the funds to a requested account by separately agreeing upon this with the payee's bank.

A money order is transferred to the payee based on the name and address of the payee as notified by the payer.

If the payer has not notified the manner in which the payment shall be executed, the payer's bank is entitled to choose the manner of executing the payment or to act in the manner indicated in section 6.

### 3.1 International sanctions

The bank may compare payment information to the economic or other sanctions set by the European Union or the UN Security Council, as well as other sanctions, notices and provisions (hereinafter "international sanctions") issued by domestic and foreign authorities or other similar parties, such as the US Office of Foreign Assets Control (OFAC) and, if necessary, require additional information about the payment from the user of the payment service, and to take the action required in

the provisions mentioned above to comply with the international sanctions.

If, according to the bank's estimates, sanctions imposed by the UN, the UK, the USA, the EU or any member state of the EEA (or a party acting on their behalf) or any locally competent authority are directed at the user of the payment service or if these have any impact on the user of the payment service, directly or indirectly, the bank has the right not to carry out a payment order, not to transfer the funds included in the order and return the funds to the user of the payment service. The bank will not accept responsibility for any direct or indirect damages potentially arising from the use of the payment service not being possible, from the non-execution of any payment orders, from their interruptions or from taking any action related to sanctions that the bank has deemed to be necessary at its own discretion.

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

A payment order is considered to have been given when the payer's bank has received it in a manner approved by the bank. The commencement date of the execution of a payment order received on another day than a banking day is the following banking day. A requirement for Other payments is in addition that the commencement day is a banking day in the states of establishment of all banks involved in the transfer of the payment.

If the execution of a payment order requires foreign exchange transactions, the payment order is, however, deemed to be received only when the necessary foreign exchange transaction has been executed. The payer is responsible for reimbursing the bank for the expenses of the foreign exchange transaction or its cancellation, if the payer cancels the payment order when the bank has already started executing the foreign exchange transaction.

However, the bank is not responsible for executing a payment order if the bank does not quote such a rate for the payment currency that it uses for transfer of payments. The bank may choose not to transfer the payment also for other justified reasons related to the payment currency.

The determination of the commencement day is notified in a branch office, is agreed upon in agreements on payment services, or is notified in the service description.

The payer and the payer's bank may separately agree that the execution of a payment order shall commence on a certain due date notified by the payer and which is later than the above-mentioned due dates, or on the day the payer makes the amount of the payment available to the bank. If the day notified by the payment service user is not a banking day, the commencement day is the following banking day, unless otherwise agreed. If the payment service user in the payment order has notified a due date which is earlier than the commencement day, the user's bank shall execute the payment order disregarding the due date, if the payment service user and the bank have not otherwise agreed.

When transferring a payment, the payer's bank, the intermediary bank or the payee's bank is not obliged to observe the purpose of the payment or any special requirements on time or other special circumstances, unless otherwise prescribed by law.

#### **5. Funds required for the execution of a payment order**

The payer is not responsible for ensuring that the payer's bank has received the funds required for the transfer of the payment order and for the service charges.

If a payment is debited from an account, the payer is responsible for ensuring that the account, on the time of debit, holds sufficient funds for the payment and the service charges, as well as for the expenses incurred by the necessary foreign exchange transaction.

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

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

The payer's bank is not responsible for commencing the execution of a payment order or for transferring a payment if the payment order does not meet the requirements set out in sections 3 and 5 above.

If the account to be debited does not have sufficient funds for the transfer of a payment, if the use of the account is prevented for another reason, or if there is another justified reason for the non-execution of the payment, the payer's bank is not responsible for transferring the payment or part of it.

The payment service user's bank shall notify the user in the agreed manner of the non-execution of the payment order, unless such notification is prohibited by law.

The payee's bank is responsible for repaying the payment to the payer's bank if the payee's account agreement has terminated or if the use of the account is prevented for another reason, or if the payee of a money order has not retrieved the funds within the time notified by the payer in the money order.

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

If the payer is a consumer the payer is entitled to cancel a payment order or amend the due date or the payment amount by notifying the bank hereof in the agreed manner no later than the banking day prior to the due date. The cancellation or amendment shall be made no later than on the banking day prior to the due date during the business hours of the bank or the service, by the time notified by the bank.

If the payer is not a consumer, the payer is entitled to cancel a payment order or amend the due date or the payment amount by notifying the bank hereof no later than the banking day prior to the due date, unless otherwise agreed by the payer and the bank. The cancellation or amendment must be made no later than on the banking day prior to the due date during business hours of the bank or the service by the time notified by the bank, unless otherwise agreed.

However, the payer is not entitled to cancel or amend a payment order given by it to the bank when the bank has commenced executing the order, debited the payer's account, given a receipt on the execution of the payment, or issued a cheque.

#### **8. Timetable for the commencement of executing a payment order**

The payer's bank shall debit the payer's account with the payment amount on the due date notified in the payment order. If the due date is not a banking day, the payment shall be debited on the banking day following the due date.

If it has been impossible, due to lack of funds, to debit the payment order on the notified due date, the payer's bank may debit the payer's account with the payment amount within three (3) banking days from the due date notified in the payment order. Hereby the commencement date of execution of the payment order is instead of the due date notified by the user, the banking day when the account holds sufficient funds for debiting the account, however, no later than on the third (3rd) banking day from the due date. The payer is responsible for the possible consequences caused by the delay.

The bank is entitled to discontinue the execution of a payment order to receive necessary additional instructions or additional information.

## 8.1 EEA payments

### *Outgoing payments*

When the payer's and the payee's accounts are in the same bank or banking group, the funds shall be paid to the payee's account notified by the payer in its payment order, no later than on the following banking day from the commencement day.

When the payer's and the payee's accounts are in different banks or banking groups, the funds shall be paid to the account in the payee's bank no later than on the following banking day from the commencement day.

If the payment order has been issued in paper format, the above mentioned times for executing the payment may be extended by no more than one (1) banking day.

### *Incoming payments*

The payee's bank shall pay the funds to the account notified by the payer in the payment order immediately when the funds have been paid to the account in the payee's bank, the payee's bank has received the information on payment of the funds to the payee's account as stated in section 3, or the funds have been made available to the payee and the necessary foreign exchange transactions have been executed.

## 8.2 Other payments

### *Outgoing payments*

If the payer has not notified a due date, the payer's bank shall commence executing the payment order no later than on the third (3rd) banking day after the bank has received the payment order or after a cheque has been issued.

If the payee's bank has its established office in another state than an EEA member state, the payee's bank shall transfer the funds to the payee as stated in the legislation of the state of establishment of the bank and in the agreement between the payee's bank and the payer.

### *Incoming payments*

If the payment does not require foreign exchange transaction, the payee's bank shall credit the payee's account with payments in euro and EEA currencies or other currencies, or shall make the payments available to the payer immediately after the funds were paid to the ac-

count in the payee's bank, and the payee's bank has received the necessary details for paying the payment amount and the necessary foreign exchange transactions have been executed.

If the payment requires foreign exchange transaction and one of the currencies is other than euro or EEA currency, the payee's bank shall credit the payee's account with payments or make them available to the payee no later than on the third (3rd) banking day after the funds were paid to an account in the payee's bank and the payee's bank has received the necessary details for the payment of the payment amount and the necessary foreign exchange transactions have been executed.

## 9. Cash-related services

### 9.1 Cash in transit service

The bank may receive an order to transfer cash to be counted and credited to an account. The funds shall be credited an account in the receiving bank at a time agreed upon separately when the authenticity of the funds has been checked, the amount of the cash has been counted and the necessary foreign exchange transactions have been executed.

### 9.2 Cash deposit in an EEA currency to an own account in the same currency

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

If the account holder is a consumer, the bank shall credit the account with the funds immediately when the authenticity of the funds has been checked, the funds have been calculated and the necessary foreign exchange transactions have been executed.

If the account holder is not a consumer, the account holder's bank shall credit the account no later than on the following banking day after the authenticity of the funds has been checked, the funds have been counted and the necessary foreign exchange transactions have been executed.

### 9.3 Cash deposit in a non EEA currency to own account

The bank may receive cash in a non EEA currency to be debited to the payment service user's own account in the same bank.

The payee's bank shall credit the account with the funds within two (2) banking days after the authenticity of the funds has been checked, the amount of the funds has been counted and the necessary foreign exchange transactions have been executed.

#### 9.4 Cash payments

The bank may accept a payment order on transfer of cash, or issue a cheque. The execution of the payment order or issuance of the cheque shall commence when the authenticity of the funds has been checked, the amount of the funds has been counted and the necessary foreign exchange transactions have been executed.

The bank may require that the cash is first deposited on an account of the issuer of the payment order in the bank in question, after which the bank shall execute the account transfer, the money order or issue a cheque. Depositing cash to an account requires a completed execution of the foreign exchange transaction.

The payer's bank shall execute a payment order of an EEA payment in such a manner that the funds for the payment are deposited to the payee's account no later than on the fifth (5th) banking day after commencement day. The bank shall commence executing any other payment no later than on the fifth (5th) banking day after receipt of the payment order.

#### 10. Payment envelopes

The payer may give an order in a payment envelope on account transfers to be executed by its service provider, if the bank provides such a service. The payer may leave the payment envelope at the payer's own bank's reception point or for delivery by postal services.

A payment order is deemed to have been received for execution no later than on the fifth (5th) banking day after the payer left the payment envelope at the payer's own bank's reception point.

A payment order which has been left for delivery by postal service is deemed to have been received no later than on the fifth (5th) banking day after the delivery at the bank's service point by postal service.

#### 11. Details to be notified to the payee's bank and the Payee

The payer's bank is entitled to give the payee's bank the details stated in section 3 of these terms and conditions. Along with the payment also other necessary details for the transfer of payments shall be given. In account transfers, the account holder's name shall be given as the name of the payer.

If a bank that has its established office outside the EEA is involved in the execution of a payment transaction, the payee's bank located in Finland is responsible for giving the payee only the details stated in the payment transaction.

The payee's bank shall give the payee the details of the payment transaction in a manner agreed upon separately. The payee's bank may be obligated to notify the payee of the payer's name. However, the bank is not responsible for notifying the payee of the identifying details of the payer given for the identification of the payer, such as the personal identity code.

#### 12. The service provider's responsibility for the execution of a payment and limitations of responsibility

The bank is not obliged to execute a payment order unless the bank quotes such a rate for the payment currency that the bank uses in the transfer of payments.

##### 12.1 EEA payments

The responsibility of the payer's bank for the execution of a payment ceases when the details for the payment have been sent to the payee's bank and the funds of the payment have been transferred to an account in the payee's bank. If the funds for the payment transaction have not been paid to an account in the payee's bank within the time stated in section 8.1 of these terms and conditions, the payer's bank is responsible for reimbursing the payer with the expenses and the interest for the payment transaction, which the payer has had to pay or which the payer shall not receive due to the bank's delay or error. If the payer is not a consumer, the payer's bank is responsible for reimbursing the payer with no more of the interest paid by the payer than the reference rate stated in section 12 of the Interest Act.

A payment service user shall notify its bank of a non-execution of, faulty execution of or an unjustified payment transaction without undue delay from having noticed it. If the payment service user is a consumer, the user shall in any case make a notification no later than within thirteen (13) months from the execution of the payment transaction, the debiting of the monetary amount from the user's account or the crediting of the monetary amount to the user's account. The time limit does not start running unless the user's bank has notified the user of the payment transaction in the agreed manner. If the payment service user is not a consumer, the notification shall be given within one (1) month from the transactions mentioned above in this section.

If a payment transaction has remained non-executed or if it has been executed in a faulty or unjustified manner due to the bank, the payer's bank shall reimburse the payer with the payment amount debited the payer's account, without due delay.

If the funds for a payment transaction have not been credited an account in the payee's bank within the time stated in section 8.1 of these terms and conditions, the payer's bank is responsible for reimbursing the payer primarily with the interest and the expenses that the payer has had to pay due to the delay or error.

The payer's bank is not obliged to make a reimbursement if it can prove that the payee's bank has received the monetary amount for the payment transaction within the time notified in section 8.1 of these terms and conditions. In such a case, the payee's bank must reimburse the payee's payment amount with the monetary amount for the payment transaction immediately, or make the monetary amount available to the payee. If the payee's bank has not paid the funds to the payee's account within the time stated in section 8.1 of these terms and conditions, the payee's bank is obliged to reimburse the expenses and interest charged for the payment transaction, which the payee has had to pay or which the payee has not received due to a delay or error on part of the payee's bank. If the payee is not a consumer, the payee's bank is obliged to reimburse no more of the interest paid by the payee than the reference rate stated in section 12 of the Interest Act.

A payment service user is not entitled to reimbursement of funds or service charges or of interest due to non-execution of a payment or if a payment has been executed in a faulty manner due to the service payment user. A service payment user is not either entitled to reimbursement for a delay in payment if the payment has been delayed due to the service payment user.

The payer's bank shall not be responsible for the execution of a payment, if the payment has not been executed due to incorrect or incomplete details given the bank by the payer.

The payer's bank is not responsible for the payee's bank's operations, or for its solvency.

### **12.2 Other payments**

A bank which is involved in the execution of a payment order is not responsible for the operations of the other parties involved in the execution of the payment order, or for their solvency.

A payment service user is not entitled to reimbursement of funds or service charges or interest if the payment has not been executed or if it has been executed incorrectly due to the payment service user. Neither is a payment service user entitled to reimbursement due to

a delay in payment, if the delay of the payment is due to the payment service user.

A payment service user shall notify its bank of a non-execution of, faulty execution of or an unjustified payment transaction without undue delay from having noticed it.

### **Outgoing payments**

The payer's bank is responsible for the dispatch of the payment order within the time stated in section 8.2 and for making the payment order available to the intermediary bank the bank has chosen, or when a cheque has been issued as stated in the payment order received by the payer's bank.

The payer's bank is not responsible for the execution of a payment when the details of the payment and the cover for it have been transferred to the intermediary bank, or when a cheque has been issued.

### **Incoming payments**

The payee's bank is responsible for ensuring that the funds are transferred to the payee's account or made available to the payee as stated in section 8.2. The payee's bank is not responsible for the non-execution of the payment due to the payer or the payer's bank, the intermediary bank or the payee.

### **13. Tracing a payment transaction**

If a payment transaction has not been executed or if it has been executed incorrectly, the bank commences to trace the payment transaction on request by the payment service user, and shall notify the user of the result.

If a user of the payment service has given an incorrect account number, the bank is not responsible for commencing to trace the payment transaction. The payer's bank shall, however, be required to make reasonable efforts to recover the funds of the payment transaction.

### **14. Correction of the bank's own error**

The bank is entitled to correct errors resulting from its own actions in the transmission of payments, such as misprint, miscalculation or a similar technical error, even if the payment has already been entered on the payee's account. The bank seeks to rectify the error as soon as possible after the error was noticed, however, always within reasonable time after the error was made. The bank shall notify the account holder of the error and its correction without delay. The correction of the error shall not cause overdraft of the account holder's account without the consent of the account holder.

### 15. Liability for damages and limitations of liability

The service user's bank is liable to reimburse the user only with the direct damage arising from an action taken by the user's bank in breach of either law or these terms and conditions when transferring a payment. Such direct damages are necessary investigation charges incurred to the user for the investigation of the error. A payment service user is not entitled to receive compensation from his/her bank for indirect damages unless the user notifies his/her bank within a reasonable time after he/she detected or should have detected the error. If the payment is an EEA payment, the bank is liable to reimburse in addition to the direct damages also the interests and expenses referred to in section 12.1 of these terms and conditions in accordance with section 12.1. The payer's bank, the intermediary bank or the payee's bank is not liable for possible indirect damages incurred to the payer, payee or third party from an error in the transfer of payments.

A payment service user shall take all reasonable actions to limit the user's damages. If the payment service user fails to do so, the user itself is responsible for the damage in this respect. Damages payable by the bank due to breach of law or these terms and conditions may be conciliated if the amount is unreasonable in view of the reason for the breach, the payment service user's possible contribution to the damage, the amount of indemnification paid for the payment service, the bank's possibilities of foreseeing and preventing such damage, and to other circumstances.

A payment service user is responsible for all damages due to the bank arising from the lack of necessary funds for the execution of the payment order, the termination of an account agreement or from non-transfer of payment arising from the prevention to use the account, and for damages caused by the payment service user from breach of law or agreement.

Also other parties having been involved in the execution of a payment transaction are entitled to appeal to the limitations of responsibility in these terms and conditions.

### 16. Termination of payment transfers

The bank's responsibility to transfer payments terminates when the time of validity of an account or other service agreement terminates. When the agreement is terminated or cancelled, the payment service user is responsible for cancelling the payment orders with a due date after the termination of the agreement, prior to the

termination of the agreement. The bank is not responsible for notifying of the non-execution of such payments as stated in section 6.

If a payment service user is in considerable breach of these terms and conditions or uses the services indicated by these terms and conditions against their scope of use or law or good customs, the bank is entitled to terminate the transfer of payments immediately.

### 17. Service charges and fees

The bank is entitled to charge the service charges and fees for a payment order, notified in the bank's list of service charges or which have been agreed upon separately from the payment service user. The bank is entitled to claim and debit the service user's account with the service charges and fees.

A payer is responsible for reimbursing the bank for the expenses of necessary foreign exchange transactions.

The bank is entitled to charge the service charges and fees notified in the bank's list of service charges for tracing a payment transaction and for obtaining reimbursement of the funds, if the payment service user has given an incorrect account number or other comparable incorrect information. However, the bank is always entitled to claim the payment service user with the charges it has had to pay the payer's or payee's service provider involved in the execution of the payment transaction, whose established office is outside the EEA.

The bank is entitled to charge the service charges and fees as notified in its list of service charges for unnecessary tracing of a payment transaction, if the payment transaction is deemed to have been executed in a totally correct manner.

If the bank and the payment service user have agreed that a payment order may be cancelled later than within the time notified in section 7 of these terms and conditions, the bank is entitled to charge the service charges and fees notified in its list of service charges for the cancellation of the payment order.

The bank is entitled to claim the service charges and fees notified in its list of service charges for a notice on non-execution of a payment order.

If other expenses arise from the transfer of a payment, the payer's bank is entitled to be reimbursed for them by the payer in arrears.



### 17.1 EEA payments

EEA payments are transferred to the payee to their full amount.

The payer and the payee are each liable for the service charges and fees claimed by their own bank for the execution of a payment order.

However, the parties can agree otherwise on the responsibility to pay service charges and fees if the payment transaction involves necessary foreign exchange transactions and one of the currency is other than EEA-currency.

### 17.2 Other payments

The payer and the payee may agree on the division of the service charges arising from the execution of a payment transaction. The payer and the payee may also agree that the service charges and fees to be paid by the parties shall be deducted from the monetary amount to be credited the payee. The payer notifies the bank of the manner to be used for the debiting of the service charges and fees arising from the payment transaction.

The service providers and intermediary banks involved in the execution of a payment transaction may claim their own expenses from the payment service user. The payee is responsible for the service charges and fees claimed by the intermediary bank and the payee's bank, unless determined otherwise by the payer. If the payer has otherwise determined, the bank shall only guarantee that the payment reaches the intermediary bank in full.

### 18. Currency rate practice

The currency rate used for the execution of a payment transaction is the foreign currency rate notified by the bank, unless otherwise agreed. Changes in the foreign currency rate shall be applied immediately without advance notice.

The bank keeps the foreign currency rates and details of its foreign currency rate practice available to the payment service user in its branch office in an electronic manner.

After the execution of a payment transaction, the bank notifies the payer of the foreign currency rate used, in writing or electronically, a manner agreed on separately.

An EEA payment and another payment to be reimbursed to the payer shall be credited the payer's account at the buying rate of the moment of reimbursement, unless

otherwise agreed. However, the payer's bank is not responsible for using a better rate than the rate used on the commencement date of the execution of the payment order.

### 19. Amendment of the list of service charges and the terms of payment transfer

The bank is entitled to amend its list of service charges and these terms and conditions.

An amendment to these terms and conditions and to the list of service charges applies also to the payment orders which were given to the bank prior to the validity of the amendment, but which will be executed after the commenced validity of the amendment.

#### 19.1 The payment service user is a consumer

The payment service user's bank notifies the user in writing or in a separately agreed electronic manner of amendments to the list of service charges or to these terms and conditions. The amendment becomes valid from the date notified by the bank, however no earlier than two (2) months after the dispatch of the notice.

The transfer of payments continues as stated in the amended terms and conditions unless the payment service user by the notified date of commenced validity of the amendments notifies the bank in writing or in a separately agreed electronic manner of user's opposition of the amendment. The payment service user is entitled to cancel this agreement immediately up to the notified date of commenced validity of the amendments. On termination of the agreement, the bank is entitled to terminate the transfer of payments immediately.

#### 19.2 The payment service user is not a consumer

The payment service user's bank shall notify in writing or in an electronic manner of such amendment to the terms and conditions of agreement which essentially increase the user's responsibilities or decrease the user's rights and which are not due to an amendment to law, measure by authorities, or amendments to the banks' payment transfer system. The bank shall notify of the amendment no later than one (1) month prior to the suggested commencement date of validity of the amendment.

The user's bank shall notify of any other amendment to the terms and conditions by publishing it in the bank's branch office or on the bank's internet pages. The bank shall, however, notify of an amendment to its service charges or fees by publishing it in its list of service

charges. Such amendments shall become valid on the date notified by the bank.

#### **20. Notifications between the bank and a payment service user, and languages used in communication between them**

The payment service user's bank sends notices on these terms and conditions in writing to the address notified to the bank or the Population Register Centre, or in a separately agreed electronic manner. The payment service user is deemed to have received the notice no later than on the seventh (7th) day after the dispatch.

The payment service user may send the bank notices on these terms and conditions in writing or in a separately agreed manner. The bank is deemed to have received the notice no later than on the seventh (7th) day after the dispatch.

In its banking business, the user may communicate with the bank in Finnish or Swedish in a manner agreed with the bank. If the payment service user wishes to use another language than Finnish or Swedish, the user shall acquire the necessary interpretation service and is responsible for the expenses incurred by this service.

#### **21. Force majeure**

Neither agreement party is responsible for damage if it is able to prove that it has been prevented from meeting an obligation by an unusual and unforeseen reason which it has not been able to influence and the consequences of which it could not have avoided by exercising due diligence. Neither is the bank responsible for damages arising from performance of any obligation under these terms and conditions if such performance were against any obligations imposed on the bank elsewhere by law.

An agreement party is responsible for notifying the other party as soon as possible of having been affected by *force majeure*. The bank may notify of *force majeure* for instance by publishing the announcement on its internet pages or in a nationwide newspaper.

#### **22. Transfer of agreement**

Rights and obligations based on the agreement between the payment service user and the bank are binding upon the receiver of the business activities, should the bank merge or demerge or transfer all or part of its business activities.

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

In queries on the execution of a payment or these terms and conditions, the payment service user shall always first contact its own bank.

A consumer or a small company may refer disputes arising from these terms and conditions to the Finnish Financial Ombudsman Bureau (FINE, [www.fine.fi](http://www.fine.fi)) or to the Banking Complaints Board operating as part of the Bureau. A consumer may have his/her disputes processed by the Consumer Disputes Board (KRIL, [www.kuuttajariita.fi](http://www.kuuttajariita.fi)). A payment service user may inform the Financial Supervisory Authority ([www.finanssivalvonta.fi](http://www.finanssivalvonta.fi)) of the bank's actions.

#### **24. Place of jurisdiction and applicable law**

##### **24.1 The payment service user is a consumer**

Disputes arising from these terms and conditions shall be settled in the district court of the jurisdiction where the bank has its registered office or principal place of administration, or in the district court of the place of jurisdiction in Finland where the payment service user has its domicile or permanent place of residence. If the user does not have a residence in Finland, disputes shall be settled in the district court of the jurisdiction where the bank has its registered office or principal place of administration.

##### **24.2 The payment service user is not a consumer**

Any disputes arising from these terms and conditions shall be settled in the district court of the jurisdiction where the bank has its registered office or principal place of administration, or in any other competent district court in Finland.

##### **24.3 Applicable law**

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

##### **24.4 Information about data protection**

When dealing with the Bank in the capacity of being an individual, e.g. employee, director, beneficial owner and other individual associated to the Customer, the Bank registers and uses the personal data of the individuals to offer the Customer the best advice and solutions, and to comply with the legal requirements that apply to the Bank as a financial institution. More information about what such personal data the Bank registers, how the Bank uses it and the Customer's rights is written in the Bank's privacy notice at [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.