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# Bulletin on payment service

1st. of November 2021

This bulletin contains general advance information on payment services which the Bank must provide to a consumer customer before entering into a master agreement (hereinafter the "Bulletin on Payment Service").

# 1. Information on the service provider

- Danske Bank A/S, Finland Branch (hereinafter "Bank")
- Business ID 1078693-2
- Visiting address of the main office:

Televisiokatu 1 00240 Helsinki, Finland Telephone: 010 546 0000

Danske Bank is registered in the trade register maintained by the National Board of Patents and Registration of Finland. Danske Bank has a credit institution licence in accordance with the Act on Credit Institutions.

The Bank's operations are supervised by the Finanstilsynet, Århusgade 110, DK-2100 Copenhagen  $\emptyset$ , Denmark, telephone +45 33 55 82 82, www.finanstilsynet.dk.

Within the scope of the authority, the operations of the Bank are also supervised by the Financial Supervisory Authority, Snellmaninkatu 6, P.O. Box 103, FI-00101 Helsinki, Finland.

# 2. Customer service and service languages

A customer may contact the Bank's customer service in Finnish, Swedish or English, tel. 0200 2580 (Finnish service), 0200 2570 (Swedish service) or 0200 2590 (English service). In addition, the customer may contact the Bank electronically, in writing or by visiting the Bank's branch office. Communication by telephone or electronically requires that the Bank is able to reliably verify the customer's identity.

The Bulletin on Payment Service, terms and conditions of agreement, and product and service descriptions are provided in Finnish and Swedish at the Bank's branches and on the Bank's website, <a href="www.danskebank.fi">www.danskebank.fi</a>. Should there be a conflict between the different language versions of the terms and conditions of agreement, product and service descriptions, or the Bulletin on Payment Service, the Finnish language version takes precedence. The languages used may be agreed on more specifically in the product and service-specific terms and conditions.

#### Definitions

In this Bulletin on Payment Service:

"Consumer" refers to a natural person using a payment service and entering into an agreement concerning a payment transaction mainly for a purpose other than act-ing as an entrepreneur.

"Payer" refers to the party placing a payment order.

"Payment Instrument" refers to a payment card or an-other user-specific instrument or method on the use of which for payment orders the user of the payment ser-vice and the service provider have agreed.

"Payment Transaction" refers to an action through which funds are transferred, withdrawn or placed at a party's disposal.

"Payment Order" refers to an order placed by a user of a payment service with his/her Bank to execute a Payment Transaction as, among other things, an account transfer, a money order, a cash payment or through a payment card or another Payment Instrument. The execution of a Payment Order includes the measures by the service provider to process the order and transfer the payment.

"Payment Instrument Holder" refers to a person to whom the Bank has granted the Payment Instrument and who can use the Payment Instrument on the basis of an agreement with the Bank.

"Banking Day" refers to any day on which the Bank is open so that it may, for its part, execute the Payment Transaction. The Banking Day may be any weekday, and is determined according to when the Bank or the service provided by the Bank is open. The Bank makes a notification of its opening hours separately.

"Master Agreement" refers to an account or other agreement on the basis of which individual or consecutive Payment Transactions may be executed.

"Identifier" in electronic communication refers to an instrument of the person's electronic identification and signature which is approved by the Bank (e.g., eBanking identifiers or the PIN code of a card).

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"PIN Code" refers to a secret sequence of numbers handed over by the Bank to the card holder, using which the card

holder accepts charges made through the card.

## 4. Payment service

## 4.1 About payment services in general

Payment services include services associated with:

- the making of a cash deposit to a payment account or withdrawal of cash from a payment account;
- the management of a payment account or the making of an offer:
- the execution of a payment transaction as an account transfer, transfer of funds to a payment account, direct payment or through a payment card or another Payment Instrument;
- the issue of a Payment Instrument;
- a transaction credit concerning a Payment Transaction executed using a Payment Instrument; and
- transfer of money (such as money orders).

The Bulletin on Payment Service and any special and general product and service-specific terms and conditions apply to payment services. Should there be a conflict between the Bulletin on Payment Service and the product or service-specific terms and conditions, the general and specific product and service-specific terms and conditions take precedence.

The terms and conditions are available on the Bank's website (www.danskebank.fi) and from the Bank's branches. The customer has, on request at any time during the contractual relationship, the right to receive the terms and conditions of the Master Agreement and the Bulletin on Payment Service from the Bank in writing or another permanent manner.

## 4.2 Main properties of payment services

# 4.2.1 Payment accounts

## 4.2.1.1 General

Typically, payment accounts are accounts intended for managing daily finances. A payment account may include or not include an overdraft facility. Credit accounts linked to credit cards are also payment accounts.

In turn, accounts with which restrictions of use, such as withdrawal or deposit restrictions, are associated ac-cording to the terms and conditions of the account, the agreement or by law are not payment accounts. Such accounts include, for example, various fixed-term deposits and home savers' bonus accounts.

# 4.2.1.2 Customer agreement

A customer agreement is an agreement containing separate independent product and service agreements be-tween the

customer and the Bank. These independent product and service agreements together with the customer agreement make up a package.

#### 4.2.1.3 Current account

The Current account is intended for managing daily monetary transactions. The account includes the most common payment transfer services. The interest paid on the current account is stated in the current account agreement of the customer agreement. It is also possible to manage invoices, for example, using the account through service methods at separate charges. The prices for services at separate charges valid at any given time are available in the extract from the service price list. The funds in the account are covered by the deposit guarantee within the scope stipulated in the law.

#### 4.2.1.4 Youth current account

A youth current account is an account opened for a customer under 18 years of age, intended for managing daily finances. The account includes the most common payment transfer services. The interest paid on the current account is agreed in the account agreement. It is also possible to manage invoices, for example, using the ac-count through service methods at separate charges. The prices for services at separate charges valid at any given time are available in an extract from the service price list.

# 4.2.1.5 Savings account

A savings account is intended as an account in which you can save funds and keep them separate from daily use. It is also possible to use restricted payment transfer services from the account. The valid prices of transactions and services are available in the service price list.

The interest paid on the savings account is agreed in the account agreement.

#### 4.2.1.6 Danske Golden Piglet Account

The Golden Piglet Account is an account opened for a child where the child's parents, grandparents or other relatives may save funds for the child's daily or more long-term needs. The interest paid on the Golden Piglet Account is agreed in the account agreement.

It is also possible to use restricted payment transfer services from the account. The valid prices of transactions and services are available in the service price list.



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#### 4.2.1.7 Overdraft facility

An overdraft facility is a loan agreement according to which the customer may exceed the balance in the ac-count up to a specified amount of euros even if there is no money in the account. Depending on the amount of credit, the overdraft facility is a facility either with no col-lateral or with collateral. The more specific credit terms and conditions are available in the general terms and conditions of the Bank's credit agreement and the credit-specific terms and conditions stated in the credit agreement. The payments and fees connected with granting and using the credit and other services are available in the Bank's service price list valid at any given time.

#### 4.2.2 Consumer loan

A consumer loan is consumer credit in continuous use. Depending on the amount of credit, the consumer loan is a loan with no collateral. Credit may be drawn primarily through eBanking but, as necessary, credit may also be drawn at a branch. The Bank has the right to stipulate minimum and maximum amounts for drawing credit. The more specific credit terms and conditions are available in the general terms and conditions of the Bank's credit agreement and the credit-specific terms and conditions stated in the credit agreement. The payments and fees connected with granting and using the credit and other services are available in the Bank's service price list valid at any given time.

# 4.2.3 Account transfers

An account transfer is a debit from the Payer's payment account at the Payer's initiative to transfer funds to the recipient's payment account.

## 4.2.3.1 Domestic payments

Account transfers may be executed as individual orders, according to recurrent payment agreements and as e-invoices.

# Individual order

Individual orders may be placed as an online service (eBanking and mobile banking services), through the payment envelope service and as a personal service at branches and through the telephone service.

# Recurrent payment

Recurrent payments are account transfers executed in accordance with a separate authorisation. The contents of the payment, the interval of the recurrent payments and their number are agreed on in the authorisation. A recurrent payment agreement may be made through eBanking or as a personal service.

#### E-invoice and direct payment

An e-invoice authorisation is an agreement between the customer and an invoicer (recipient) on the sending of electronic invoices to the customer's eBanking using the Finvoice functionality in the manner described by. Finance Finland (FFI). E-invoice agreements may be entered into through eBanking or as a personal service.

The invoicer sends a debit transaction to the Bank. The customer accepts the transaction through eBanking be-fore the due date. Alternatively, the customer may in advance agree on an automatic debit on the due date. The Payer sees the invoice in eBanking. No advance notification is submitted to the Payer for the e-invoice.

Direct payment is a service laid down in the Finvoice application instructions which the Bank uses to implement the direct payment of invoices agreed with the Customer automatically on their due date from the Customer's ac-count based on an assignment by the Customer.

# 4.2.3.2 Euro Payments transmitted in the Single Euro Payments Area

Cross-border Euro Payments transmitted in the Single Euro Payments Area can be executed as individual ac-count transfers through eBanking and mobile banking services and as a payment envelope service.

# 4.2.3.3 Currency payments

Payments denominated in foreign currencies may be executed as individual account transfers, as urgent transfers through eBanking and as a payment envelope service.

# 4.2.4 SEPA Direct Debit

SEPA Direct Debit is a direct debiting service fulfilling the European standard within the Single Euro Payment Area (SEPA). It is primarily intended for payments be-tween companies and private individuals.

Under the SEPA Direct Debit scheme, the debtor enters into a direct debit agreement directly with the invoicer. The invoicer retains the direct debit mandates. Direct debit information is transferred from the invoicer to the invoicer's bank and further to the payer's bank. The payer's bank has no obligation to verify or retain mandate in-formation; however, the payer's bank may offer a separate mandate verification service.

The Payer may also provide a mandate for non-recurring direct debiting.

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## 4.2.5 SEPA instant transfer

SEPA instant transfer is a direct and instant account transfer service for payments defined by the Bank where funds are transferred to the payee immediately.

# 4.2.6 Payment Instruments 4.2.6.1 Cards

# Mastercard credit card and Mastercard Credit/Debit card Mastercard, Mastercard Gold and Mastercard Platinum

cards are the Bank's international charge and credit cards whose credit limit can be EUR 1,000 -50,000, de-pending on the card type. Depending on the card and the customer's choice, it is also possible to link a debit Mastercard feature to the card. Mastercard Gold and Platinum cards also include additional travel services, such as travel insurance.

Mastercard can be used as a payment instrument in Finland and abroad. The card offers an interest-free period of payment and a flexible credit facility. The reference rate is reviewed on interest adjustment days to match the threemonth Euribor rate of the first days of March, June, September and December, increased by the interest margin defined in the card agreement.

The terms and conditions of the card are available in the Bank's card terms and conditions valid at any given time and the card's special terms and conditions. The fees and commissions associated with the granting and use of the card and with other services are available in the Bank's valid service price list and/or the specific card terms and conditions.

### Debit Mastercard

The Bank's Debit MasterCard's are the Bank's payment cards linked to an account, using which you can, depending on the card, pay for purchases in Finland and/or abroad and withdraw cash from ATMs.

The more specific preconditions for granting a card and the terms and conditions related to the cards are available in the Bank's card terms and conditions valid at any given time. The payments and fees connected with granting and using the card and other services are available in the Bank's service price list valid at any given time and/or the cards' special terms and conditions.

#### 4.2.6.2 Bank identifiers

Bank identifiers refer to a user ID, a personal password and identification methods such as a telephone or other mobile device containing an identification app, bank identifier or a telephone equipped with quick authentication.

The bank identifiers are the instruments for electronic identification and electronic signatures. Their use corresponds to

the identification of the customer using a conventional identity document and a signature from the customer by his/her own hand.

As a provider of identification services, the Bank identifies customers using their bank identifiers through eBanking and the telephone service. In addition, the Bank provides identification services for third parties, such as the authorities and online merchants. If the Bank and a third party have agreed on the introduction of the Bank's identification service, the customer may also use his/her bank identifiers in the third party's online service. The customer and the third party mutually agree on the legal effects of the use of the bank identifiers in the third party's online service.

The bank identifiers are always emphatically personal, and they must not be surrendered to a third party in any circumstances. Bank identifiers must absolutely be stored in accordance with their instructions of use and so that it is not possible for an outside party to obtain knowledge of them or use them. The personal password of the bank identifiers must be kept separate from the user ID and identification methods and preferably only in the user's memory.

### 4.3 Services concerning cash

# 4.3.1 Cash transportation service

The Bank may receive an order for transporting cash for calculation and crediting. The funds are credited to an account with the recipient Bank after the authenticity of the funds has been checked and the amount of funds has been calculated within a time agreed on separately.

#### 4.3.2 Cash deposit to the user's own account

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

If the account holder is a consumer, the account holder's Bank will credit the funds to the account as soon as the authenticity of the funds has been checked and the funds have been calculated.

If the account holder is not a Consumer, the account holder's Bank will credit the funds to the account at the latest on the next Banking Day after the authenticity of the funds has been checked and the funds have been calculated.

### 4.3.3 Cash payments

The Bank may receive an order for transfer of money. The execution of the payment order is begun after the authenticity of the funds has been checked and the amount of funds has been calculated.

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The Bank may require that the cash be first deposited to an account of the party giving the payment order with the Bank in question, after which the Bank executes an ac-count transfer or money order.

The Payer's bank executes the order no later than on the second (2nd) Banking Day following the start date.

### 5. Payment orders

Execution of a payment order requires the consent of the Payer. The method of giving one's consent depends on the method of placing the order. The Payer may give his/her consent, for example, by confirming the order through eBanking with a separate confirmation code, by signing an account transfer form (branch, payment envelope), by confirming a card payment with a PIN Code, by signing a card payment receipt or by giving a direct debit authorisation.

In practice, the Payer may cancel his/her consent by cancelling the order before its due date [see in more de-tail below: "The payer's right to cancel a payment order"]. The Payer may cancel his/her consent concerning direct debit in its entirety by giving notice to terminate the direct debit authorisation.

### 5.1 Receipt of a payment order

The Bank starts the execution of a payment order on the agreed due date or after receiving the order (Start Date). If the agreed due date is not a Banking Day, it is postponed to the following Banking Day. If the specific payment type, such as a SEPA instant transfer, is transmit-ted on all weekdays, the Bank will charge the payer's bank on the initial day.

If no due date has been agreed, the Start Date of a payment order received on a day other than a Banking Day or after the time notified by the Bank below is the following Banking Day.

If the execution of a payment order requires exchange of currencies, the order is only regarded as received once the currency exchange has been carried out.

The Start Date of an order received on a Banking Day is determined in accordance with the method of placing the order as follows:

- in the case of orders received at branches and the telephone bank during opening hours but no later than at 9:00 p.m., the same day and in the case of orders received after 9:00 p.m., the following Banking Day
- in the case of urgent transfers received no later than 4:15 p.m., the same day

- currency payment orders or cross-border payment orders denominated in euros within the Single Euro Payments Area may be placed in payment envelopes, in which case the order is regarded as received on the fifth Banking Day after the envelope has been left at the Bank's reception point or after the post has delivered the envelope to the Bank's reception point
- in the case of orders received through eBanking no later than at 9:00 p.m., the same day and in the case of orders received after 9:00 p.m., the following Banking Day
- in the case of a currency payment order or a cross-border euro-denominated payment order within the euro area received through eBanking no later than at 6:15 p.m., the same day and in the case of an order received later than 6:15 p.m., the following Banking Day
- in the case of a foreign cheque order received through eBanking no later than at 2:45 p.m., the same day and in the case of an order received later than 2:45 p.m., the following day
- in the case of Web payments, the same day

In the case of currency payment orders and cross-border euro-denominated payment orders within the Single Eu-ro Payments Area placed at branch offices no later than at 12:00 noon on Maundy Thursday, New Year's Eve and other separately notified days with exceptional opening hours, the Start Date is the current day and in the case of orders placed after 12:00 noon, the following Banking Day.

### 5.2 Placing orders in a payment envelope

The Payer may deliver orders concerning account transfers in a payment envelope for processing by the Bank if the branch offers the service in question. The Payer may hand over the payment envelope at a branch's reception point or to be delivered by post.

The order is regarded as received for processing no later than on the fourth (4th)Banking Day after the Payer has handed over the payment envelope at his/her own Bank's reception point.

An order handed over to be delivered by post is regarded as received no later than on the fourth (4th) Banking Day after the post has delivered the payment envelope to the Bank's reception point.

### 5.3 The Payer's right to cancel a payment order

The Payer may cancel a payment order before it is executed. The cancellation must be carried out by changing the due date or the amount of the payment by notifying the Bank thereof in an agreed manner no later than on the Banking Day preceding the due date. The cancellation or change must be

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carried out no later than on the Banking Day preceding the due date during the opening hours of the service or Bank by the time notified by the Bank.

More detailed information on cancellations concerning eurodenominated payments is available in the General Terms and Conditions for Euro-denominated Payments Transmitted within the Single Euro Payments Area and concerning currency payments in the General Terms and Conditions for Outgoing and Incoming Currency Payments.

The cancellation methods and preconditions are defined in more detail in the terms and conditions of agreement and the product and service descriptions.

### 5.4 Transfer of payments and time of execution

Either the General Terms and Conditions for Euro-denominated Payments Transmitted within the Single Euro Payments Area or the General Terms and Conditions for Outgoing and Incoming Currency Payments are applied to the transfer of payments and the time of payment. In addition, the account agreement and a potential other service agreement is applied to the transfer of payments.

Unless otherwise agreed, the General Terms and Conditions for Euro-denominated Payments Transmitted with-in the Single Euro Payments Area are applied to euro-denominated account transfers, money orders and the cash services referred to in these terms and conditions executed within the Single Euro Payments Area if the payment does not include currency exchange.

Unless otherwise agreed, the General Terms and Conditions for Outgoing and Incoming Currency Payments are applied:

- to account transfers, money orders and the cash services referred to in these terms and conditions denominated in all other currencies except for the euro regardless of the location of the Payer's or the recipient's service provider and
- to euro-denominated payments in whose execution the Payer's or recipient's service provider located outside the Single Euro Payments Area participates.

# 5.5 Erroneously executed, unauthorised or unexecuted payment order

The Payer must notify the Bank of an unexecuted, erroneously executed or unauthorised payment transaction without undue delay after becoming aware of it. In any case, the Payer must make the notification within thirteen [13] months from the execution of the payment transaction, the debiting of the monetary amount from his/her account or the crediting of the monetary amount to his/her account. The set period does not start to elapse if the Bank has not provided information on the payment transaction in an agreed manner.

The Bank's responsibility is defined in accordance with the General Terms and Conditions for Euro-denominated Payments Transmitted within the Single Euro Payments Area" with regard to euro-denominated payments and in accordance with the General Terms and Conditions for Outgoing and Incoming Currency Payments with regard to currency payments.

#### 5.6 Reimbursement

Reimbursement concerns payment transactions started by the recipient or by mediation of the recipient, i.e. "recipient-prompted" payment transactions, typically including direct debits from payment accounts and card transactions. Parties other than Consumers are not entitled to claim reimbursement from the Bank, unless otherwise agreed.

The preconditions for reimbursement comprise the following:

- the monetary amount charged is not precisely specified in the consent given by the Payer and
- it is larger than the Payer could reasonably expect considering his/her previous consumption behaviour, the terms and conditions of the Master Agreement and other circumstances.

Both preconditions must be met simultaneously. In connection with the reimbursement claim, the Payer must present grounds for meeting the preconditions for reimbursement. The Payer's bank notifies the invoicer's bank of the reimbursement. The invoicer's bank makes an adjustment transaction concerning the direct debit and notifies the invoicer of the information on the reimbursement.

The Payer is not entitled to reimbursement if the Payer has issued a direct debit authorisation to his/her Bank and has been informed of the monetary amount to the charged in an agreed manner no later than four [4] weeks before the due date

The Payer has the right to demand reimbursement of the monetary amount of the payment transaction within eight [8] weeks from the debit date. The Payer must make the claim for reimbursement in writing.

The Payer's bank must reimburse the monetary amount of the payment transaction in its entirety to the Payer or notify the Payer of its refusal within ten (10) banking days following the Payer's claim for reimbursement.

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The reimbursement has no effect on the agreement be-tween the Payer and the recipient and it does not remove the Payer's payment obligation with its potential consequences for delay and collection costs. Therefore, the re-imbursement has no effect on, for example, the payer's obligation to pay the price of the goods or services received or the right to cancel or withdraw from a transaction.

Payment Instruments

Payment Instruments include, for example, payment cards, such as debit, credit and combination cards and Danske Bank's bank identifiers.

The Payment Instrument may include a possibility to agree on restrictions of use, such as withdrawal limits per day for payment cards. Restrictions of use on which the customer may agree with his/her Bank are de-scribed in more detail in the terms and conditions of agreement concerning the Payment Instrument and product and service descriptions.

# 6.1 Use and safekeeping of the Payment Instrument

A Payment Instrument must be kept carefully and so that it is not damaged. A Payment Instrument is always personal and may not be handed over to other persons, not even family members.

The Payment Instrument Holder undertakes to store and handle the Payment Instrument, the related PIN Code and other Identifiers related to the use of the Payment Instrument carefully and safely so that outside parties are not able to obtain knowledge of them or use them. The PIN Code or another Identifier must be stored separately from the card/other means of identification and the card number/user ID and preferably only in the user's memory. A card, PIN Code or other Identifier must not be stored, for example, in the same wallet or bag or the memory of a mobile telephone in an easily recognisable form nor in a locked car.

The Payment Instrument Holder undertakes to destroy the letter from the Bank containing the PIN Code or other Identifier and not to record the PIN Code or other Identifier in an easily recognisable form.

When typing the PIN Code or other Identifier, the Payment Instrument Holder must cover the keypad with his/her hand so that outside parties cannot see the key combination used.

It must be monitored closely that the card, PIN Code or other Identifier is safe. The Payment Instrument Holder must regularly check that they are safe as required by the circumstances at any given time, and especially in situations where the risk of loss is great.

More detailed instructions on the granting, use and safekeeping of Payment Instruments are provided in the related safety instructions, terms and conditions of agreement and product and service descriptions.

The Bank does not in any situations or using any means, for example by telephone or by e-mail, inquire from the customer the PIN Code of a payment card or information related to bank identifiers when the Bank contacts the customer or user.

# 6.2 Obligations and responsibilities of the Payment Instrument Holder

# 6.2.1 Obligation to report

The Payment Instrument Holder must, without delay, in-form the bank if:

- the Payment Instrument or the related PIN Code or other Identifier is lost; or
- there is cause to suspect that one of them is or may be known to or possessed by an outside party; or
- the Payment Instrument may have been used without authorisation; or
- the Payment Instrument has remained in an ATM, for example.

The responsibility of the Payment Instrument Holder ceases after the notification is made, taking, however, in-to consideration what is stated in section 6.2.2 of these terms and conditions.

The notification must be made without delay and it may be made:

- personally at the Bank's branch during the branch's opening hours; or
- to the Bank's customer service, tel. 0200 2590 (local network charge/mobile network charge) Monday - Friday 9 a.m. to 4 p.m.; or
- by telephone round the clock to the Bank's telephone number receiving loss and closure notifications 24h on 0200 2585 (local network charge/mobile network charge) or when calling from abroad +358 200 2585 (local network charge/mobile network charge).

When a Payment Instrument is notified to be lost or possessed by an outside party, it may no longer be used after the notification. If the Payment Instrument Holder uses the card regardless of this, the Bank has the right to collect and charge from the Payment Instrument Holder's account a confiscation fee and the costs incurred by the Bank for the use of the card and the confiscation.

In addition, the Payment Instrument Holder must, with-out undue delay after becoming aware of it, notify the Bank of an

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unexecuted, unauthorised or erroneously executed payment transaction using the Bank's customer service number indicated above.

# 6.2.2 The Payment Instrument Holder's responsibility for unauthorised use of the Payment Instrument

The Payment Instrument Holder is responsible for unauthorised use of the Payment Instrument if:

- 1) he or she has handed over a payment card, PIN Code or other Identifier to a party unauthorised to use it;
- the loss of a payment card, PIN Code or other Identifier, their being possessed by another party in an unauthorised manner or their unauthorised use is due to his/her negligence; or
- 3) he or she has not notified the Bank in accordance with section 6.2.1 of the loss of the payment card, PIN Code or other Identifier, their being possessed by an another party in an unauthorised manner or their unauthorised use without undue delay after becoming aware of it.

In cases referred to in sections 2 and 3, the Payment Instrument Holder is responsible for unauthorised use of the Payment Instrument up to the amount of EUR 50. However, the Payment Instrument Holder is fully responsible for unauthorised use of the Payment Instrument if he or she has acted intentionally or through gross negligence.

Nevertheless, the Payment Instrument Holder is not responsible for unauthorised use of the Payment Instrument:

- in so far as the Payment Instrument has been used after the Bank has been notified in accordance with section 6.2.1 of the loss of the card, PIN Code or other Identifier, their being possessed by another party in an unauthorised manner or their unauthorised use;
- 2) if, when the card, PIN Code or other Identifier has been used, the payment recipient has not ensured the payer's right to use the card in an appropriate manner in accordance with the valid rules of the card company (for example, Mastercard or Visa).

However, the card holder, account owner and the user of bank identifiers is always responsible for unauthorised use of a Payment Instrument if one of them has intentionally made an erroneous notification or otherwise acted fraudulently.

# 6.3 Liability for damages and limitations of liability

The Bank is obligated to compensate the Payment Instrument Holder for loss caused by its acting against the Payment Services Act as specified in sections 6.3.1 and 6.3.2.

If the Payment Services Act does not apply to the Payment Instrument, the Payment Instrument Holder's right to compensation for loss is determined in accordance with other legislation or other agreement applicable to the Payment Instrument.

The Payment Instrument Holder is not entitled to receive compensation from the Bank for loss caused by an error or neglect if he or she does not notify the Bank of this within a reasonable period from discovering the error or from when the error should have been discovered.

#### 6.3.1 Compensation for direct loss

The Bank is liable to pay damages to the Payment Instrument Holder for direct loss caused by the Bank's error or neglect. Such direct losses include, for example, necessary investigation costs due to the investigation of the error.

#### 6.3.2 Compensation for indirect loss

The Bank is liable for indirect loss caused to the Payment Instrument Holder by its negligence. Indirect loss is considered to include loss of income due to measures caused by the Bank's erroneous conduct, loss caused by an obligation based on another agreement and other comparable loss.

However, the bank is not liable for indirect loss caused by an error or neglect in the execution of a payment or-der.

# 7 Agreements concerning payment services

This Bulletin on Payment Service and the related terms and conditions of agreement and the service price list may be amended

The Bank informs the customer of the amendment of the Bulletin on Payment Service, terms and conditions of agreement or the service price list in writing or electronically in a separately agreed manner. The amendment takes effect from the time notified by the Bank; however, no earlier than after two [2] months from sending the notification to the customer.

The agreement will continue with the amended contents unless the customer notifies the Bank in writing or electronically in a separately agreed manner that he or she objects to the amendment by the notified effective date. The customer has the right to give notice to terminate the Master Agreement immediately until the notified effective date of the amendments.

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More detailed information on amendments to the product and service-specific terms and conditions of agreement and the service price list is available in the terms and conditions related to products and services.

## 8 Client counselling and legal remedies

It is worthwhile contacting the Bank in issues concerning payment services. The customer may also leave a contact request to Danske Bank's customer service, tel. 0200 2590 (local network charge/mobile network charge) Monday to Friday 9 a.m. to 4 p.m. or through eBanking at <a href="www.dans-kebank.fi">www.dans-kebank.fi</a>. If the customer considers that the Bank has acted against these terms and conditions of payment services, he or she should primarily contact the Bank's service desk where these terms and conditions are considered to be violated. Complaints should be made in writing.

#### 8.1 Other remedies

Insurance and Financial Advisory Office Porkkalankatu 1, FI-00180 Helsinki. tel. +358 [0]9 6850 120. www.fine.fi

Finnish Competition and Consumer Authority, P.O. Box 5, FI-00531 Helsinki, tel. +358 (0)29 505 3000 www.kkv.fi

The Consumer Disputes Board, P.O. Box 306, FI-00531 Helsinki, tel. +358 [0]29 566 5200 www.kuluttajariita.fi

The EU Commission's online complaint portal at ec.europa.eu/odr. If you file a complaint on the com-plaint portal, you must state Danske Bank's e-mail ad-dress, which is danskebank@danskebank.fi.

# 9 Applicable law

Finnish law is applied to payment services.

Business ID 1078693-2

Danske Bank A/S, Finland Branch Registered domicile and address: Helsinki, Televisiokatu 1, FI-00075 DANSKE BANK