GENERAL TERMS AND CONDITIONS



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# For accounts and Payment Services - and other services linked to Payment Services - provided by Danske Bank A/S, Denmark, Sweden Branch, (the Bank).

# General

These General Terms and Conditions, together with the terms and conditions relevant to account/Payment Service/linked service that the Customer has entered into an agreement with the Bank, regulate the use of the named account and Payment Service/Services.

The Terms and Conditions of the agreement consist of:

- The agreement made
- General Terms and Conditions
- The Bank's "Pricelist Private"/"Pricelist Private Banking" for Consumer or "Pricelist Company" for Non-Consumer
- "Time rules for payments" for various types of Payment Transactions
- The terms and conditions concerning the relevant account, Payment Service and where applicable other service - and in those cases where the conditions mentioned refer to the content in manuals and suchlike, these constitute part of the agreement.

The terms and conditions below apply for Consumers and in case nothing else is specifically stated for Non-Consumers, then they are applicable for them as well. Any deviations that apply to Non-Consumers are evident from the relevant point below and from the terms and conditions associated with the account/service in question. In case of a provision in the agreement which the Customer has entered with the Bank for the Payment Account and Payment Services stands in conflict with the provisions in the Payment Services Act the conditions in the agreement's terms and conditions apply in those cases where the Act allows the Bank and Customer to agree on deviations from the provisions.

The agreement terms and conditions are formulated in Swedish. The language to be used in the contacts between the Customer and the Bank is Swedish. Outside of normal office hours, Danish or Norwegian may be used in some of the Bank's customer services. Technical messages in the Bank's self-service system may be in English. If the Customer is a Non-Consumer, Danish and English may be used in certain agreements/Product Terms and Conditions/manuals.

During contractual relations, the customer can request a copy of the agreement's term and conditions for those Payment Services that Customer has entered into an agreement on with the Bank at any of the Bank's branches or via the Bank's website www.danskebank.se. If the Customer is a Consumer, the requested information can even be obtained electronically or by post.

To enable the Customer to make a Payment Transactions, the Bank provides one or more Payment Accounts. Accounts other than Payment Accounts - accounts that are not intended for Payment Services - can only be used in accordance with the conditions applicable for the account in question. All the accounts' terms and conditions refer to these General Terms and Condition, the appropriate sections of which also refer to accounts that do not constitute Payment Accounts. The Bank does not handle cash. Further information about cash handling may be obtained by contacting the Bank.

According to the Money Laundering and Terrorist Financing (Prevention) Act (2017:630) the Bank is obliged to take actions to prevent money laundering and financing of terrorism.

The Customer undertakes not to use an account, Payment Instrument, Payment Service or other service in conflict with the applicable legislation.

The Customer also undertakes not to use an account as a client funds account without the Bank's prior consent and to sign supplementary terms and conditions for client funds accounts.

When a Non-Consumer customer, or if someone else on such customers behalf, provides us with personal data relating to another natural person the Customer is responsible that he is entitled to provide such personal data. The Customer is also obligated to inform such natural persons about the content in Danske Banks Privacy Notice at www.danskebank.se.

When a Non-consumer customer, or anyone on behalf of such customer, provides us with personal data such person also warrants that he/she is entitled to disclose such personal data and will inform the owner of the personal data about the content of our privacy notice and where to find it. Please read more about our privacy notice and how the bank process personal data under the section INFORMATION TO CUSTOMER.

# Definitions and explanation of terminology Authentication

a procedure whereby a customer's Personalised Security Credentials are used and through which a Payment Service Provider is able to verify the Payment Service User's/Customer's identity or the validity of a Payment Instrument.

## Autogiro

a Payment Service for Debiting one of the Payer's Payment Accounts, where the initiative to a Payment Transaction is taken by the Beneficiary based on the Payer's consent to the Beneficiary or a Payment Service Provider.

## Bank Day

any day on which the Bank has its relevant channels open for receiving and carrying out of an approved Payment Order to the Beneficiary in other banks - all Mondays, Tuesdays, Wednesdays, Thursdays and Fridays with the exception of a public holiday or on the occasions of Christmas Eve, New Years Eve and Midsummer Eve.

In the case of cross-border payments, the Beneficiary's bank or the Bank's correspondent bank's Bank Day refer to the days of the week during which the banks in the concerned country are opened for Payment Transactions.

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## BankID on file

an electronic identity card on a computer comprising a BankID security program and an electronic certificate issued by the Bank or another authorised issuer.

## BankID on card

an electronic identity card on a physical card containing an electronic certificate issued by the Bank or another authorised issuer. The card is used together with BankID security program and card reader installed on a computer.

#### Payer

a natural or juridical person who is the holder of the Payment Account and who approves a Payment Order from this Payment Account or, if there is not a Payment Account, a natural or juridical person who submits a Payment Order.

## Payment Account

an account that is held in the name of one or more customers for carrying out Payment Transactions.

#### Payment Date

the date on which the Bank carries out the Payment Transaction. In the case of Payment Transactions to another bank, this is a Bank Day. In the case of Payment Transactions within the Bank, this may be on any day of the week.

## **Payment Initiation Services**

an online service to initiate, at the Customer's request, a Payment order from a Payment Account at another Payment Service Provider.

#### Payment Instrument

a personal instrument or personal procedure which, according to agreement, is used to initiate a Payment Order, e.g. account card, Internet bank, Swish, BankID, Mobile BankID or card reader. Personalised Security Credentials can be connected to a Payment Instrument.

#### Beneficiary

a natural or a juridical person who is the intended recipient of funds during a Payment Transaction.

#### Payment Order

every instruction that a Payer or Beneficiary submits to his or her Payment Service Provider to carry out a Payment Transaction, for example with the help of card, code box, personal code or other equipment the Bank provides to utilise one or more Payment Services.

#### Payment Transaction

deposit, withdrawal or transfer of funds to or from a Payment Account.

## **Payment Service**

- the services which enable the deposit and withdrawal of cash on a Payment Account and the measures required for administration of the account;
- execution of Payment Transactions, including transfers of funds which may also be covered by a credit headroom, through

- a) Autogiro (direct debet);
- b) account card or other Payment Instrument; or
- c) account-based payments;
- 3. issuance of cards or other Payment Instruments;
- purchase of transaction amounts where a Payment Instrument has been used;
- 5. money transfers;
- 6. Payment Initiation services; or
- 7. Account Information Services

#### Payment Service User

#### the same as the Customer.

## Payment Service Provider

natural or juridical person who provides Payment Services according to the Payment Services Act.

#### Cut-Off Time

the latest time by which the Customer's approved Payment Order must be received by the Bank, in order for the Bank to be able to perform a Payment Transaction within the stated execution time for the concerned Payment Transaction.

## Debit

refers to the funds which are withdrawn from an account.

#### Execution time

the time taken after receiving an approved Payment Order for a Payment Transaction to reach the bank, in which the Beneficiary has his or her account.

#### Non-Payment Account

an account that is held in the name of one or more Customers and is not intended for Payment Transactions.

#### Non-Consumer

a juridical or natural person in his or her role as businessperson.

#### Consumer

a natural person who mainly trades for purposes which may not be categorised as business operations.

#### Account Information Services

an online service for the provision of compiled information regarding one or more Payment Accounts held by the Customer at one or more other Payment Service Providers.

#### Account Holder

one or more holder(s) of an account.

## Credit

refers to the funds which are deposited to an account.

#### The Customer

a natural or juridical person who has entered into an agreement with the Bank.

#### Mobile Unit

mobile telephone, tablet, watch, bracelet or other similar equipment with access to the Internet or another network for telephony or data traffic.



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## Mobile BankID

an electronic identity card on a Mobile unit comprising a BankID security app and an electronic certificate issued by the Bank or another authorised issuer.

#### Personalised Security Credentials

personalised functions which the Payment Service Provider/the Bank approves for Authentication, e.g. personal code or reader of biometric information such as fingerprint reading and iris scanning.

#### Reference Exchange Rate

the exchange rate on the basis of which rate of currency exchange are calculated. These rates are provided by the Bank.

#### Complaint

the Customer's notification to the Bank pointing out an incorrectly executed task by the Bank.

## Strong customer authentication

authentication based on at least two of the following three mutually independent elements: a) knowledge which only the Customer knows (e.g. personal code); b) possession which only the Customer possesses (e.g. bank card reader or card); c) inherence of the Customer (e.g. fingerprint).

## Third-Party Payment Service Provider

a Payment Service Provider other than the Bank which possesses necessary licences or is registered for providing Payment Initiation Services and/or Account Information Services.

#### Unique Identifier

a combination of letters, numbers or characters provided by the Payment Service Provider, or a mobile telephone number, which the Payment Service User must state in order to unambigously identify another Payment Service User.

#### Value Date

the reference date that is used by the Bank for calculating interest on the funds Debited or Credited to a Payment Account.

Terms defined in the terms and conditions are capitalised.

# Provider of Banking Services and Banking Products

Danske Bank A/S, Denmark, Sweden Branch, reg. no. 516401-9811,

Head offices: Norrmalmstorg 1, Box 7523, 103 92 Stockholm Customer Service Private 0752 - 48 45 42

Customer Service Company 0752 - 48 49 30

Website: www.danskebank.se

In some cases, an agent provides the service. Such instances are stated in the terms and conditions pertaining to the relevant product or service.

Danske Bank A/S, Denmark, Sweden Branch is a branch of the Danish bankaktieselskabet Danske Bank A/S and it is licensed to carry out banking operations. These operations includes the right to provide Payment Services. Danske Bank A/S, Denmark, Sweden Branch is under the supervision of the Danish Financial Supervisory Agency. Finanstilsynets adress är: Århusgade 110, 2100 Köpenhamn, Danmark.

Bankgirot is under the supervision of the Swedish Financial Supervisory Authority.

## Accounts and services

## Description of the fundamental features of a Payment Account when using Payment Services

Payment Transactions to and from a Payment Account can be executed via bank offices, cash points, bank and debit cards, Internet and telephone services, mobile data traffic, transfer services, giro and other Payment Services that can be connected to the Payment Account. For certain types of Payment Accounts, there may be limitations to the right/possibility to access them. Further information may be obtained by referring to the terms and condition applicable for the concerned Payment Account.

Payment Services cannot be used with Non-Payment Accounts.

Payment Services such as of Payment Initiation Services and Account Information Services may also be utilised with respect to the account if it is available online for the Customer via the Bank. These services are not provided by the Bank but, rather, by a Third-Party Payment Service Provider. If the Customer wishes to use a Third-Party Payment Provider, the Customer must enter into an agreement with the Third-Party Payment Service Provider with respect thereto. In cases where a Customer who is a Consumer has issued or will issue a power of attorney to a third party to obtain information regarding and/or dispose over the Payment Account, the attorney-in-fact shall be entitled to use services of a Third-Party Payment Service Provider in accordance with the scope of the power of attorney.

In the event the Bank makes the assessment that a Third-Party Payment Service Provider shall be denied access to the Customer's information or accounts with the Bank, the Customer shall be notified thereof via the Customer's Internet service with the Bank, provided such notification is not incompatible with law or it is justified not to do so for security reasons.

# Information from the Customer in order to enable a Payment Transaction to be executed

The information that the Customer must provide for a Payment Transaction to be correctly executed is stated in the agreement between the Bank and the Customer concerning the Payment Service via which the Payment Order is given or by other instructions which the Bank provides in connection with the execution of the Payment Service.

Generally, however, the Customer is responsible for ensuring that there are sufficient funds on the Payment Account for Payment Orders submitted by the Customer or the Beneficiary and that the Customer must, on the Payment Order, always provide information regarding the Beneficiary's bank account number, bankgiro or plusgiro number, mobile telephone number or other equivalent information, for example the Beneficiary's IBAN number, as well as information which enables the Beneficiary to identify the Payment Transaction.

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In the event the Bank refuses to execute a Payment Order, e.g. due to lack of sufficient funds on the Customer's Payment Account, the Bank will give notice thereof in the manner stated in the terms and conditions for the respective Payment Service. However, such notice will not be provided by the Bank in respect of Payment Transactions such as Autogiro (direct debit) and Payment Transactions initiated by the Beneficiary.

In the event the Bank makes the assessment that a Payment Transaction which is initiated via a Third-Party Payment Service Provider and received by the Bank is not to be executed, the Customer shall be notified thereof via the Customer's Internet service with the Bank.

The Bank is entitled to charge a fee in respect of notification upon a refusal to execute a Payment Order; see "Pricelist Companies" and "Pricelist Private"/"Pricelist Private Banking".

In the case of Payment Transaction to or from Abroad In order for the Bank to be able to correctly carry out the requested cross-border Payment Transactions, it is imperative that the Customer provides complete and correct information. Following details about the Beneficiary, the Beneficiary's bank and the Beneficiary's bank account number in the recipient bank must be provided.

The following information is required:

- The Beneficiary's name, address and country.
- The Beneficiary's account number in the recipient bank.
- In the case of Payment Transaction in SEK and EUR in the EU/EEA and Switzerland, only IBAN is accepted as a valid account number. Also with respect to transfers in a different currency within the EU/EEA, it is IBAN which is stated as account number.
- The Beneficiary's bank address in the form of a BIC (Bank Identifier Code), also called SWIFT address, as well as in applicable cases National Bank ID, e.g. in the case of Payment Transactions to the USA and Canada.

The Bank reserves the right to - irrespective of instructions on payment route or intermediary bank - execute the Payment Transaction directly in favour of the Beneficiary, or in any other manner which is most suitable as per the Bank's judgement, e.g. SWIFT, by commissioning another bank - domestic or foreign - to make the Payment Transaction.

The Bank reserves the right to not execute a Payment Transaction, if the Payment Transaction in question is to be made to countries or in a certain country's currency, which in the Bank's judgement may not be deemed as secure.

When the IBAN is stated in a Payment Order, the Bank will identify the Beneficiary's bank by this number. The Bank does not accept any liability for the consequences when the supplied IBAN is not that of the Beneficiary.

When the Beneficiary's account number is given, the Customer is responsible for the account number being correct and for the Beneficiary being the holder of the account.

When the Bank receives a transfer from abroad, the Bank shall deduct any fees from the transferred amount before crediting the Customer's account.

#### Reporting to the Swedish Tax Agency

According to law, Danske Bank is obliged to provide the Swedish Tax Agency with verification details of payments in excess of SEK 150,000 or which comprise instalment payments exceeding in total SEK 150,000, if the payments are made:

- to outside Sweden by a party with unlimited tax liability;
- from outside Sweden to a party with unlimited tax liability; or
- within Sweden between a party with unlimited tax liability and a party with limited tax liability.

#### Payment within the EU

For payment Transactions that fall under the EC regulation on cross-border payments in the Community (no 924/2009 and 260/2012), the Bank's terms and conditions and prices apply only to the extent of their not conflicting with the regulation. More information on Payment Transactions within Europe is available at www.danskebank.se.

#### Payments to/from the USA

Payment transactions to/from the USA can be delayed considerably or returned due to the rules that are applicable in the USA. The Bank does not have any control over these conditions.

#### **Requirements from US authorities**

When the Customer makes a transfer to outside Sweden, the Customer must be aware that information may be provided to the US authorities. SWIFT is obliged to provide information if they receive suspicions of financing of criminal activity or terrorism.

#### <u>Other</u>

If the commission, as a consequence of actions by an official body or other unforeseen circumstances, results in extra costs the Bank is entitled to a payment for cost borne.

## Approving the execution of Payment Transactions when using Payment Services

Approval to execute a Payment Transaction is provided directly to the Bank, via the Beneficiary or the provider of Payment Initiation Services.

Approval which is provided directly to the Bank shall be provided as follows. Approval to execute a Payment Transaction via any of the Bank's branch offices which administer the relevant Payment Service shall be provided in writing on a special form or in another manner agreed upon by the Bank and the Customer. Before the Bank is obliged to execute the Payment Transaction, the Customer must substantiate her/his identity through an ID card or other identification document with an affixed photograph which is approved by the Bank.

Approval to execute a Payment Transaction which shall be carried out differently has to be given in the way that is set forth in the agreement between the Bank and the Customer concerning the product or service via which the Payment Order is given, or by other instructions that the Bank provides in connection with the execution of the Payment Service.



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If the Customer is a Non-Consumer, apart from what is set forth above, the necessary authorisation documents must be presented and the Customer will pay the cost for any investigation into the identity and/or authorisation.

If the Customer denies that he or she has given their consent to execute a Payment Transaction, or claims that the Payment Transaction has not been executed in a correct manner. In such a case, the Customer, when requested by the Bank, shall cooperate so the Bank can identify the Payment Transaction and carry out the necessary investigation regarding that payment.

## Recall of an approval to execute Payment Transactions

## With respect to approvals provided to the Bank

The Customer can recall a Payment Order made to a Bank's branch offering Payment Services before it has been acknowledged by the Bank in writing. Once a written receipt has been issued, the Customer no longer has the right to recall the Payment Order for that particular Payment Transaction. A Payment Transaction being carried out differently may be recalled by the Customer, in accordance with and no later than the time that is set forth in the agreement between the Bank and the Customer concerning the Payment Service via which the Payment Order is given, or in line with any other instructions that the Bank gives for carrying out the Payment Service.

## With respect to approvals provided to providers of payment initiation services

Revocation of approval to execute Payment Transactions provided to providers of payment initiation services cannot be made to the Bank.

## With respect to Bankgirot's Autogiro

The Customer may recall a Payment Order that concerns a Payment Transaction via Direct Debit by contacting the Bank no later than the time that is given by the Bank on the Bank Day before the due date. For Payment Transactions via Bankgirot's Autogiro recall may also be carried out by contacting the Beneficiary no later than two Bank Days before the due date.

If the Customer recalls a Payment Order that concerns a Payment Transaction by contacting the Bank or the Beneficiary, this results in a Payment Order being stopped only for that particular instance. If the Customer wants to stop all future Payment Transactions via Autogiro to a Beneficiary, the Customer must recall the consent in its entirety by contacting the Bank or the Beneficiary.

## Time for receiving a Payment Order

When the Customer gives a Payment Order for the execution of a Payment Transaction via one of the Bank's branches handling the concerned Payment Service before the applicable Cut-Off Point for the Payment Service as per the "Time rules for payments", it would be considered that the Bank has received the Payment Order at the time when it received the approval (as above) or at a later time when the Bank gives notification of the time when the approval was given to the Bank. The time at which the Bank shall be considered to have received a Payment Order that is given in a way other than via the Bank's branches is set forth in the appendix "Time rules for payments", or in other instructions that the Bank provides for carrying out of the Payment Service.

#### **Execution Time for Payment Transactions**

The maximum execution time for a Payment Transaction is set forth below. The Execution Time defines the time it takes for a Payment Transaction to reach the Beneficiary's bank or in appropriate cases the Bank's correspondent bank. The Execution Time starts from the Bank's reception of the approved Payment Order as above.

Execution time for Payment Transactions in Swedish currency or Euro.

- Payment Transactions to Payment Account within the Bank in Sweden reaches the Beneficiary on the same day.
- Payment Transactions via Autogiro (initiated by the Beneficiary) reach the Beneficiary's bank on the same Bank Day.
- Payment Transactions to an account in another bank in Sweden reaches the Beneficiary's bank no later than the next Bank Day.
- Payment Transactions to bank or Plusgiro reach the Beneficiary's bank no later than the next Bank Day.
- Payment Transactions to a card account in the Bank normally reach the Beneficiary on the next Bank Day.

For Payment Orders that are sent in an envelope to the Bank/ Bank's agent via the services Privatgiro and Företagsgiro, Payment Transactions in the Payment Order reach the Beneficiary's bank within three Bank Days after being received by the Bank.

Execution time for Payment Transactions in Swedish kronor or Euro

- Payment Transactions to Payment Account within the Danske Bank Group in the countries: Denmark, Finland, Norway, Estonia, Latvia, Lithuania, Poland, Germany, Luxembourg, Ireland and the United Kingdom reach the Beneficiary on the same day.
- Payment Transactions in the case of normal transfers to an account in a bank in the EU/EEA reaches the Beneficiary's bank no later than the next Bank Day.
- Payment Transactions in the case of express transfers to an account in a bank in the EU/EEA reach the Beneficiary's bank on the same Bank Day.
- Payment transaction in the case of normal transfers to accounts in banks outside of the EU/EEA, reach the Bank's correspondent bank within two Bank Days. Note! The Payment Transaction reaching the Bank's correspondent bank does not mean that the Beneficiary has access to the amount on the same day. When this takes place depends on the recipient bank's procedure for the same.
- Payment transaction in the case of express transfers to accounts in banks outside of the EU/EEA, reach the Bank's correspondent bank no later than the next Bank Day. Note! The Payment Transaction reaching the Bank's correspondent bank does not mean that the Beneficiary has access to the amount on the same day. When this takes place depends on the recipient bank's procedure for the same.
- Cash deposits in an account in the Bank, including one's own account, via one of the Bank's branches that handle cash reaches the Beneficiary within three Bank Days. The Execution Time depends on the quantity of notes or coins and on whether the branch itself counts the cash.

In respect of Payment Orders which the Bank receives on paper regarding Payment Transactions in Swedish kronor or Euro, the above maximum execution time is extended by one Bank Day for each Payment Transaction.



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Execution Time for Payment Transactions executed in currencies other than Swedish currency or Euro

- Payment transaction in the case of normal transfers to accounts in banks in the EU/EEA reach the Payment' Recipient's bank within two Bank Days.
- Payment Transactions in the case of express transfers to accounts in banks in the EU/EEA reach the Beneficiary's bank no later than the next Bank Day.
- Payment transaction in the case of normal transfers to accounts in banks outside of the EU/EEA reach the Bank's correspondent bank within two Bank Days. Note! The Payment Transaction reaching the Bank's correspondent bank does not mean that the Beneficiary has access to the amount the same day. When this takes place depends on the recipient bank's procedure for the same.
- Payment transaction in the case of express transfers to accounts in banks outside of the EU/EEA, reach the Bank's correspondent bank no later than the next Bank Day. Note! The Payment Transaction reaching the Bank's correspondent bank does not mean that the Beneficiary has access to the amount the same day. When this takes place depends on the recipient bank's procedure for the same.

For Payment Orders that the Bank accepts on paper concerning Payment Transactions that are executed in currencies other than Swedish Kronor or Euro, the above mentioned maximum Execution Time is extended by one Bank Day for the Payment Transaction in question.

## Prices

The Bank's prices for a Consumer for Payment Account and Payment Services are set forth in the appendix "Pricelist Private"/"Pricelist Private Banking". The Bank's prices for Non-Consumer as well as other services for Consumer are set forth in the current "Pricelist Company" and "Pricelist Private"/"Pricelist Private Banking" respectively. Pricelists are available at www.danskebank.se or from one of the Bank's branches.

Charges shall be paid in the manner and the periodicity that is set forth in the respective pricelist, if no other agreement is made between the Customer and the Bank.

General information on prices and charges for cross-border payments

For EU payments, a lower price is applicable as compared to other cross-border payments on the conditions that the recipient's IBAN are stated in the Payment Order and that SHARE is used, see www.danskebank.se.

Whenever we choose the transfer amounts through a correspondent bank, the correspondent bank will deduct a fee before sending the transfer to the payee's bank.

If you want to ensure that a specific amount reaches the payee, you should choose the "Payer pays all costs (OUR) allocation method".

Normally costs for the Payment Transaction are involved at the remitting and the receiving bank. The costs may be divided between the sender and recipient in three ways:

• Payer and Beneficiary share the cost [Share/SHA] This allocation can be used for all types of transfers. In accordance with the "Payment Services Act" it shall be used for transfers in all currencies within the EU/EEA. When the sender and the recipient share the costs in conjunction with transfers in EUR within the EU/EEA, the transfer is governed by an EU Regulation pursuant to which the transfer may not cost more than an equivalent domestic transfer. The recipient's IBAN and SWIFT/BIC must be correctly stated.

## • The Beneficiary bears all costs (OUR)

If the transfer takes place to a country outside the EU/EEA, you may choose to pay all costs. In such case, a supplemental fee is charged in accordance with the Bank's applicable pricelist. If the recipient's costs exceed the supplemental fee, we may deduct the additional cost from your account.

According to the Payment Services Act, OUR may not be used for transfers within the EU/EEA, irrespective of which currency is sent.

• The Beneficiary pays all costs (BEN)

If you use BEN, we deduct the Bank's fee from the amount to be transferred.

According to the Payment Services Act, BEN may not be used for transfers within the EU/EEA, irrespective of which currency is sent.

If OUR/BEN is stated for payments within the EU/EEA, Danske Bank will not accept the payment when it is created via Business Online/District or Hembanken.

## Exchange rate

In conjunction with a Payment Transaction which is to take place in a currency other than that of the Payment Account, currency conversion must take place to the currency stated by the Customer before the Payment Transaction is executed by the Bank. Unless otherwise agreed between the Customer and the Bank, the exchange rate used comprises the Bank's reference exchange rate.

In conjunction with a Payment Transactions from a Payment Account

The following Reference Exchange Rates are used:

i) In conjunction with a Payment Transaction from a Payment Account before 09.15am, the selling rate for the relevant currency on the Bank Day on which the Payment Transaction is executed is used as a Reference Exchange Rate. The Bank's applicable selling rates can be obtained on the relevant Bank Day after 10.30am at the Bank's branch offices, customer service and on the Bank's website.

In the case of amounts which exceed a specific amount limit for each currency, the Bank uses a Reference Exchange Rate in accordance with (ii) below. The Bank's amount limits for each currency can be obtained from the Bank's branch offices or customer service.

ii) In conjunction with a payment transaction from a Payment Account after 09.15am, the Bank's applicable selling rate at the time when the Bank executes the Payment Transaction is used as a Reference Exchange Rate. The preliminary Reference Exchange Rate can be obtained from the Bank via the Bank's branch offices or customer service. Since the currency exchange takes place when the Bank executes the Payment Transaction and at the applicable exchange rate on the



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currency market, the exchange rate used may differ from the preliminary reference exchange rate.

In conjunction with Payment Transactions to a Payment Account The following Reference Exchange Rates are used:

i) In conjunction with a Payment Transaction to a Payment Account before 09.15am, the buying rate for the relevant currency on the Bank Day on which the Payment Transaction is executed is used as a Reference Exchange Rate. The Bank's applicable buying rates can be obtained on the relevant Bank Day after 10.30am at the Bank's branch offices, customer service and on the Bank's website.

In the case of amounts which exceed a specific amount limit for each currency, the Bank uses a Reference Exchange Rate in accordance with (ii) below. The Bank's amount limits for each currency can be obtained from the Bank's branch offices or customer service.

ii) In conjunction with a payment transaction to a Payment Account after O9.15am, the Bank's applicable buying rate at the time when the Bank executes the Payment Transaction is used as a Reference Exchange Rate. The preliminary Reference Exchange Rate can be obtained from the Bank via the Bank's branch offices or customer service. Since the currency exchange takes place when the Bank executes the Payment Transaction and at the applicable exchange rate on the currency market, the exchange rate used may differ from the preliminary reference exchange rate.

#### Group transfers

In conjunction with the Customers group transfers within Danske Bank, special terms and conditions apply and can be obtained from the Bank's branch offices and customer service.

#### **Reservation**

All settlement and advises of incoming payment commission are carried out with the reservation that the amount is received irrevocably by the Bank.

Note: a currency conversion can be associated with particular risk due to changes in the currency's exchange rate.

#### Interest

Interest is not paid on Payment Transactions.

For Consumers interest is paid on the account according to what the Bank generally applies at the time for the type of account in question, unless otherwise agreed upon in writing. Information on the current deposit rate can be obtained via the Bank's branches and via Hembanken. For certain accounts, special terms and conditions apply.

For Non-consumers interest is credited or debited on the account according to what the Bank generally applies at the time for the type of account in question, unless otherwise agreed upon in writing. Information on the current deposit rate can be obtained via the Bank's branches, Hembanken and via Business Online/ District. For certain accounts, special terms and conditions apply.

# Means of communication and technical requirement for the Customer's equipment

In order to be able to take advantage/or use the services provided by the Bank via telephone, a touch-tone telephone is required. In order to be able to take advantage/or use the services provided by the Bank via the Internet, a connection to the Internet is required. Certain technical equipment and access to technical systems is required for such connection, such as communication equipment, software and Internet subscription.

The Bank is constantly developing the functionality of the Internet service, therefore the Bank recommends that the Customer use an operative system and browser that are updated and supported by the manufacturers. The operative systems and browsers that at any time are supported by the Bank for access to the Internet services are mentioned at www.danskebank.se. If other operative systems, browsers etc are used, the Bank does not accept any responsibility for the Internet services and the Bank is entitled to deny access to the Internet services.

The Customer always bears the responsibility for access to the technical equipment and software that is required for the Internet service and the responsibility for the connection to the Internet. The Customer must demonstrate normal care and protect its technical equipment against unauthorised use, among other things by using technical protection and security functions, e.g. antivirus programs and firewalls. The Customer bears the cost of such equipment.

In order to be able to use Payment Services via a Mobile Unit, such as Swish, the Customer undertakes to have the required equipment and that the Mobile Unit and any subscriptions, configurations and security certificates comply with applicable instructions/conditions for the Payment Service. The Customer is liable for the cost of data, internet and phone traffic to/from his or her Mobile Unit. The Bank is not liable for damages that may occur due to failures in the communication to/from the Mobile Unit.

The Customer should not enter into an agreement with the Bank to use the electronic services where it is suspected that unauthorised persons have access to the computer equipment and/or Mobile Unit which the Customer intends to use, or if the computer equipment and/or Mobile Unit are available in such a way that unauthorised persons can access and use them, e.g. individuals who are not known to the Customer.

To limit further the risk of misuse of the system, the Customer's computer equipment and/or Mobile Unit where possible should be provided with a start password, which is changed regularly. The password should only be known to a limited number of users who in the opinion of the Customer will not misuse any opportunity to obtain access to the provided electronic services.

## Information on Payment Transactions (Cash Receipt/Statement of Account)

For Payment Transactions via bank branches, the Customer can obtain a receipt in connection with the Bank's reception of the Payment Order.

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## Payment Account

If the Customer has access to Hembanken, Hembanken Företag (company) or Business Online/District with the Bank, the Customer may use these channels to obtain a continually updated account of the Payment Transactions.

### For Consumer, the following applies in addition:

The Bank provides monthly statements of account for Payment Accounts with Payment Transaction(s). If the Customer has access to Hembanken, a statement of account is sent once a month to the e-archive in Hembanken, otherwise a statement of account is sent by post to the address registered with the Bank or the address the Customer has declared to the bank. On request, the Customer can obtain a statement of account by post, even if the Customer has access to Hembanken.

The statement of account contains all Payment Transaction. It has an identification text (notes made by the Customer or any information from the Beneficiary or, where possible, statement of Beneficiary or other reference information), the Payment Transaction's amount in the currency used in the Payment Order, the size and specification of charges for the Payment Transaction that the Customer is to pay, information of the value date for withdrawal when the Payment Transaction is made from the account or the date when the Payment Order was received, and where applicable the real exchange rate or reference exchange rate that was used for the Payment Transaction.

For certain types of Payment Transactions, e.g. cross-border payments, the Bank provides information separately.

#### For Non-Consumer, the following applies:

The Bank provides a statement of account on a periodic basis, e.g. quarterly as set forth in the terms and conditions for the account in question or as agreed between the Customer and the Bank. If the Customer has access to Hembanken or Business Online/ District with the Bank, the Customer may obtains a constantly updated account of the Payment Transactions. Otherwise, a statement of account is sent by post to the address that is registered at the Bank or the address the Customer specifically provides to the Bank. On request from the Customer, the Bank sends for a fee a statement of account by post, even if the Customer has access to Hembanken or Business Online/District.

The statement of account contains information as per the conditions for the account in question and the record of Payment Transactions executed in various Payment Services according to the terms and conditions for the Payment Service in question.

#### Non-Payment Account

In case nothing else is specified in the terms and conditions for the account in question, the Bank provides information on Payment Transactions concerning Non-Payment Accounts in the following manner. If the Customer has access to Hembanken, Hembanken Företag (company) or Business Online/District with the Bank, a continually updated account of Payment Transactions may be obtained through these channels. Otherwise, the Bank on request and for a fee can send a statement of account by post to the address that is registered at the Bank or the address the Customer has specifically provided to the Bank.

# The Customer's undertaking to protect Payment Instruments and/or the Personalised Security Credentials

In the event Payment Instruments are used, for example Telebank, cards or Internet bank with Personalised Security Credentials, the security regulations and instructions in the respective terms and conditions must be complied with.

#### In general, the following are applicable:

The Customer shall take all necessary measures to ensure the Payment Instrument and the Personalised Security Credentials being used in an unauthorised manner. The Payment Instrument and the Personalised Security Credentials shall be stored in a satisfactory manner and may only be used by the Customer. Accordingly, Payment Instruments and the Personalised Security Credentials shall be handled in the same manner as cash and other documents of value and shall be stored in a satisfactory manner so that no other person has an opportunity to use them. In environments where the risk of theft is large, special care shall be observed and Payment Instruments and the Personalised Security Credentials shall be kept under continuous supervision.

The Customer is aware of the fact that the Payment Instrument and the Personalised Security Credentials may be available on a Mobile Unit. If such is the case, the Customer shall use appropriate security arrangements available on the Mobile Unit, for example telephone lock code.

Where the Customer chooses to Authenticate her/himself through the use of biometric information, e.g. the use of fingerprints which are stored on a Mobile Unit, the Customer is obliged to ensure that only the Customer's own biometric information can be used. The Customer shall, for example, ensure that no other persons biometric information is registered on the Mobile Unit.

Where the Customer chooses to Authenticate her/himself through the use of a personal code, the Customer is obliged

- not reveal the code to anyone,
- only make notes of the code or electronically stored key in such a way that a third party has no reason to assume that the notes refer to a personal code,
- when there is a possibility to choose a personal code, not to choose a personal code that has any connection with the Customer's personal ID number, account number or telephone number.
- not write the code on the card, authenticator or other Payment Instrument or allow notes on the code to be attached to the Payment Instrument or otherwise be stored together with the Payment Instrument,
- to destroy the received letter and the code note after getting acquainted with the sent code,
- ensure that the personal code is not left in the memory of a telephone, computer etc,
- to change the personal code upon suspicion that the code has been used unauthorised.

The aforementioned shall also apply, where appropriate, with respect to single-use codes, passwords, etc.

Payment Instruments and the Personal Authority Functions may not be used in violation of applicable legislation.



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Nothing stated above in this provision shall prevent the Customer from using Payment Initiation Services or Account Information Services provided by a Third-Party Payment Service Provider with whom the Customer has entered into an agreement or has otherwise engaged.

## Reporting of loss, theft or misuse, etc. of Payment Instruments and/or the Personalised Security Credentials

The Customer is obliged to notify the Bank as soon as possible upon learning that the Payment Instrument and/or Personalised Security Credentials have been lost or used by an unauthorised party. Reporting shall take place to the Bank's Customer service telephone, to the nearest branch office or in another manner stated in relevant terms and conditions. Following reporting to block use, the Customer shall file a police report regarding unauthorised use of the Payment Instrument and/or the Personalised Security Credentials. Where the Payment Instrument and/or the Personalised Security Credentials have been issued by any party other than the Bank, the Customer shall block the aforesaid at such party.

Reporting is free of charge for the Customer.

# Information to Customers in the event of unauthorised use and security risks

In the event of unauthorised use or security risks, the Bank will notify the Customer via a secure message in the Customer's Internet channel or via a telephone number provided by the Customer to the Bank. In those cases where the Bank contacts the Customer by telephone, the Bank will not encourage the Customer to, for example, log onto the Internet channel, perform transactions or electronically order new Personal Authorisation Functions.

# The Bank's right to block a Payment Instrument and/or the Personalised Security Credentials

The Bank reserves the right to block the Payment Instrument and/or the Personalised Security Credentials on any of the following grounds:

- a risk that the Payment Instrument and/or the Personalised Security Credentials cannot be used in a secure manner, for example for technical reasons,
- a suspicion that the Payment Instrument and/or the Personalised Security Credentials have been used without authorisation,
- on the question of Payment Instrument and/or Payment Account with credit limit (e.g. credit card), a significantly increased risk that the Customer will not be able to pay.

The Customer, in the way stated in the point "Notification" below, will be informed about such a block and the reason for this before the block is introduced, or as soon as possible after the block has been introduced, if such information does not jeopardize objective justified security or conflict with the law.

## **Unauthorised Payment Transactions**

## Refund of unauthorised transactions

In the event a payment transaction is executed without the consent of the Customer or any other party who is authorised to use the account pursuant to the account agreement (unauthorised transaction), the Customer shall issue a complaint in accordance with the section "Complaints". Unless otherwise stated in the section "Payment liability in the event of unauthorised Payment Transactions executed using Payment Instruments", the Bank shall restore the account to the status it would have had if the transaction had not been executed. In the event of the Bank has reason to suspect that the transaction is authorised, following notice to the Swedish Financial Supervisory Authority, the Bank shall be entitled to an extended investigation period to investigate the transaction before any refund takes place.

The Customer shall not, however, be liable in accordance with the above provisions for any amount debited from the account unless Strong customer authentication was used when the unauthorised Payment Transaction was initiated electronically. The aforesaid shall not apply, however, if the Customer has occasioned or contributed to the unauthorised Payment Transaction through deceit.

In the event the Bank has repaid an amount to the Customer and the Bank thereafter determines that the transaction was not unauthorised or that the Customer was not entitled to a refund of the entire amount, the customer shall be obliged to make repayment. In such case, the Bank shall be entitled to debit the Customer's account with the relevant amount.

Payment liability in the event of unauthorised Payment Transactions executed using Payment Instruments With respect to payment liability in this section, the Customer means at all time the Account Holder.

Where unauthorised Payment Transactions have been executed as a consequence of the Customer's failure to protect her/his Personal Authorisation Function, the Customer shall be liable for the amount; however, if the Customer is a Consumer, not to exceed SEK 400. With respect to Non-consumers and unauthorised Payment Transactions by card, see the relevant card terms and conditions.

If it has been possible for unauthorised Payment Transactions to be executed as a consequence of breach through gross negligence of an obligation in accordance with the section "The Customer's obligations to protect Payment Instruments and/or the Personalised Security Credentials" above and/or in accordance with "Reporting of loss, theft or misuse, et of Payment Instruments and/or the Personalised Security Credentials", the Customer shall be liable for the entire amount; however, if the Customer is a Consumer, not exceeding SEK 12,000. Where the Customer has acted in a particularly culpable manner, the Customer shall bear the entire loss.

Notwithstanding the above provisions, the Customer shall not be liable for any amount which has been debited from the account as a consequence of a Payment Instrument and/or the Personalised Security Credentials being used by an unauthorised party after the Customer gave notice that the Payment Instrument and/or the Personalised Security Credentials are to be blocked. However, the foregoing shall not apply if the Customer, through deceit, has contributed to the unauthorised Payment Transaction.

In the event the Customer fails to notify the Bank of unauthorised transactions as soon as possible after having been made aware

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of them (complaint), the Customer shall at all times be liable for the entire amount. The foregoing shall apply if the Bank has provided the Customer with information regarding the Payment Transaction or made information available to the Customer in accordance with the section "Information regarding Payment Transactions (Cash receipts/Account statements) and the Customer fails to notify the Bank within three [3] months if the Customer is a Non-consumer and within thirteen [13] months if the Customer is a Consumer, from the date that the amount was debited to the account.

The Customer – who is liabile with respect to unauthorised Payment Transactions – shall also be liable to pay amounts charged to the account as a consequence of overdraft or granted credit being exceeded.

## Other authorised users

In the event any party other than the Customer is authorised to use a Payment Instrument and/or the Personalised Security Credentials linked to the Customer's account, the Customer shall be liable for unauthorised transactions that take place on the account and which are executed through the use of the other person's Payment Instrument and/or the Personalised Security Credentials, as if the Customer had acted personally.

## Complaint

The Customer shall immediately read and review the information regarding executed Payment Transactions provided or made available to the Customer in the manner set forth above under the section "Information regarding Payment Transactions (Cash receipts/Account statements]". The Customer shall, as soon as possible after learning of erroneously executed Payment Transactions or unauthorised Payment Transactions, notify the Bank and request rectification. The Customers notice to the Bank regarding erroneous or unauthorised Payment Transactions may, however, if the Customer is a Consumer, never take place later than thirteen (13) months after the debiting date and, if the Customer is a Non-consumer, never take place later than three [3] months after the debiting date, unless otherwise stated below or in the terms and conditions for the relevant service. In the absence of complaint or in the event of belated complaint, the Client shall not be entitled to raise a claim against the Bank and the Customer shall thereupon be liable for the entire amount.

The Customer shall at all times notify the Bank in accordance with the above provisions in the event any unauthorised or incorrectly executed transaction has been initiated through a Third-Party Payment Service Provider.

## Liability for execution of Payment Transactions

# In the case of withdrawals from the Customer's account (outgoing Payment Transaction)

The Customer is responsible for ensuring there are sufficient funds for Payment Orders given by the Customer or Beneficiary as well as for the information provided in the Payment Order being sufficient and correct. If the Bank has received sufficient and correct information and sufficient funds are available in the account and the Payment Transaction is not against the law, then the Bank is responsible for the execution of the Payment Transaction and for the transfer of the amount and information to the Beneficiary's bank.

In the event the conditions of the preceding paragraph are fulfilled and the amount is nevertheless not transferred to the Beneficiary's bank or the Payment Transaction is otherwise defectively executed and the Customer has given notice of complaint in accordance with the section "Complaints" above, the Bank shall, in an appropriate manner and without unnecessary delay, refund the amount or restore the account's account status to that which the account would have had if the defectively executed Payment Transaction had not taken place.

If the Bank can show that the Beneficiary's bank has received the Payment Order, the Beneficiary's bank is responsible for the Payment Transaction not being executed or being defectively executed. If the Beneficiary's bank, despite this responsibility, should send back the amount, the Bank is responsible for the amount being paid to the Customer as soon as possible.

Irrespective of whether or not the Bank is liable in accordance with the provisions above, upon request by the Customer the Bank shall, as soon as possible, endeavour to trace the Payment Transaction and notify the Customer of the result. This shall take place free of charge to the Customer if she/he is a Consumer. With respect to non-consumers, the price is set forth in "Pricelist Companies".

Where a Payment Transaction is executed using a unique identification code, the Payment Transaction shall be deemed correctly executed with respect to the Beneficiary stated in the unique identification code. The aforesaid shall apply notwithstanding if the Customer has provided additional information to the unique identification code.

The Bank shall not be liable in the event the unique identification code provided by the Customer is incorrect. The Bank is under no obligation to investigate whether the unique identification code is correct. However, the Bank shall, at the Customer's request, take reasonable measures to recover the funds to which the Payment Transaction relates. The Bank shall be entitled to charge a fee for these services.

# In the case of deposits to the Customer's account (incoming Payment Transaction)

In the event the Payer's bank can prove that the Bank has received the Payment Transaction, the Bank shall be responsible for ensuring that the Payment Transaction is correctly executed. In such cases the Bank shall – provided that the Customer has given notice of complaint in accordance with the section "Complaints" above – immediately refund the amount of the Payment Transaction to the Customer's disposal or credit the Customer's account with a corresponding amount.

## Payment initiated by or via the Beneficiary

Unless the Beneficiary's bank is liable to the Beneficiary, the Bank shall be liable to the Customer for the correct execution of the Payment Transaction.



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In such cases the Bank shall – provided that the Customer has given notice of complaint in accordance with the section "Complaints" above – refund the amount of the Payment Transaction to the Customer or restore the account status of the debited account to that which the account would have had if the defectively executed Payment Transaction had not taken place

The provisions of the second paragraph shall not apply if the Bank can prove that the Beneficiary's bank has received the Payment Transaction.

## The Customer's right to compensation

The Customer has right to compensation for charges and interest which he or she incurs due to the Payment Transaction not being executed or defectively executed and this is not due to the Customer or legislation.

<u>The Bank's obligations regarding received amounts</u> The Bank shall credit the Customers account as soon as possible after having recieved the funds. The Bank will debit if applicable costs according to the "Price list Private"/"Price list Private Banking" for Consumer or "Price list Company" for Non-consumer.

## For Non-Consumer, the following liability regulations apply for Payment Orders that are initiated by, or via, the Customer acting as Beneficiary

A Payment Order that is initiated by, or via, the Customer shall be transferred to the Payer's bank within the time limits that have been agreed between the Customer and the Bank in the product/ service agreement in question. For Autogiro, a Payment Order shall be transferred within the time limits that enable Payment Transactions between participating Banks in the Riksbank's system on the agreed day.

If the Payment Order is not transferred correctly, the Bank shall transfer the Payment Order concerned to the Payer's bank again. If the Payment Transaction is not executed or defectively executed, the Bank on the request of the Customer shall as soon as possible try to trace the Payment Transaction and inform the Customer of the result. When the Payment Order has been transferred correctly, the Bank's responsibility ceases. Thereafter, the Bank has no liability to trace the Payment Transaction.

# Repayment of Payment Transactions that have been initiated by, or via, a Beneficiary

This section is applicable if the Customer is Consumer. Non-Consumer thus has no right to repayment in accordance with this section, unless otherwise is stated in the special products terms and conditions.

The Customer is entitled to repayment from the Bank of an already approved and executed Payment Transaction initiated by, or via, a Beneficiary if

- 1. the Payment Transaction's exact amount was not stated in connection with its approval, and
- 2. the Payment Transaction's amount exceeds the amount the Customer reasonably could have expected, taking into consideration the Customer's agreement with the Beneficiary, the terms and conditions in the agreement/consent in question and other relevant circumstances.

Upon request by the Bank, the Customer shall demonstrate that the conditions for a refund are fulfilled. The Customer shall not be entitled to a refund if the difference with respect to the amount is due to exchange rates and the Reference Exchange rate which the Customer and the Bank previously agreed upon was used. The conditions for refunding as stated in the first paragraph, items 1 and 2, shall not apply if the Payment Transaction has been executed using the SEPA Direct Debit service.

There shall be no entitlement to refund if the Customer has granted approval to the Bank and received information regarding the future Payment Transaction at least four weeks prior to the final Payment Date.

Request for repayment of an approved Payment Transaction shall be made within eight weeks from the day the withdrawal was made from the account. Within ten Bank Days of receipt, the Bank shall request repayment of the entire amount or state reasons for refusing repayment and provide information on how the Customer can further pursue the case.

## International trade and export control

Where the Customer conduct international trade activities such as exporting items outside of Sweden, the Customer represent and warrant to the Bank that the Customer is conducting business in accordance with the EU export control regime governed by Regulation (EC) No 428/2009 with subsequent amendments, which provides common EU control rules for the export of dualuse items. By doing so, The Customer represent and warrant, among other things, that the Customer is not exporting dual-use items outside the EU customs territory without an export authorisation. Dual-use items are, among other things, products that can have both a civil and a military application.

## Changes in the terms and conditions

The Bank gives notification of changes to the terms and conditions associated with the Payment Account and/or Payment Services on which the Customer and the Bank have entered into an agreement. Unless otherwise stated in the terms and conditions, the notification will be served at least two (2) months before their implementation in case the Customer is a Consumer and at least one (1) month before their implementation if the Customer is a Non-Consumer.

Unless otherwise stated in the terms and conditions, the Bank notifies changes in terms and conditions concerning Non-Payment Accounts and other services at least one month before their implementation.

The changes are notified to the Customer, if he or she is Consumer and has access to Hembanken, via notification in Hembanken. If the Customer is Non-Consumer, the Customer is notified via notification in Hembanken Företag/Business Online/District. Otherwise, changes are notified by post to the address registered at the Bank.

If the Customer does not approve the changes, the Customer, if he or she is Consumer, is entitled to terminate the agreement immediately and without cost before the date of the changes coming into effect. For Non-Consumer, the Bank is entitled to charge a fee



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according to "Pricelist Company" in the event of premature cancellation. If a notice is not given, the Customer is assumed to have approved the changes.

If changes that are not approved by the Customer concern terms and conditions in these General Terms and Conditions and the Customer exercises his or her abovementioned right to terminate the existing agreement, then it will be assumed that the notice will cover all agreements on accounts and Payment Services that the Customer has signed with the Bank to the extent that the General terms and Conditions constitute a part of these agreements.

Changes in exchange rates based on a Reference Exchange Rate may be applied immediately without notification. Information on the applicable Reference Exchange Rae can be obtained via the Bank's branches and via the Bank's website.

Changes that are to the benefit of the Customer are implemented immediately.

Accepted changes can be implemented immediately.

#### The agreement's duration

Unless otherwise stated in the terms and conditions for the account and/or service in question, agreements on an account and agreements on a Payment Service apply from when the Bank confirms an agreement entered into by the Customer and applies until further notice. If the Customer has provided the Bank details of an electronic address or the Customer is connected to Hembanken/Business Online/District or another electronic communication service, the confirmation can be given by electronic mail.

## Cancellation of agreement

#### The Customer's cancellation

Unless a shorter term of notice is stated in the terms and conditions for the account/service agreement, the Customer is entitled at any time to cancel an account and or service agreement that has been entered into by giving a one (1) month notice. In the case of the cancellation of a Payment Service the Bank, if the Customer is Consumer, repays the charges paid in advance in proportion to the time remaining for the charges paid.

If the Customer is Consumer and cancels an account and/or service agreement before the agreement in question has run for more than six (6) months, the Bank is entitled to charge the Customer a fee; see "Pricelist Private"/"Pricelist Private Banking".

If the Customer is Non-Consumer and cancels the agreement before its duration has expired, the Bank is entitled to charge the Customer a fee; see "Pricelist Company".

The Bank's cancellation if the Customer is Consumer

If the Customer is Consumer, the Bank may cancel an account and/or service agreement that has been entered into until further notice with two (2) months notice, unless otherwise stated in the terms and conditions for the account and/or service agreement, however see below under the separate heading "*Payment account with basic functions*".

However, the Bank may cancel the agreement with immediate effect if the Customer has significantly disregarded the Bank's

terms and conditions or other instructions or agreements that apply for the account or the service.

#### Payment account with basic functions

Chapter 4 a of the Payment Services Act provides that a consumer is entitled to a payment account with basic functions. At Danske Bank, "basic functions" means a bank card which is linked to the payment account and access to the internet bank's basic services.

The Bank shall be entitled to terminate an agreement for a payment account with basic functions with two (2) months' notice of termination where:

- no transactions have been carried out on the payment account during the most recent 24 months;
- special cause exists.

The Bank may terminate an agreement for a payment account with basic functions with immediate effect where:

- the Customer has intentionally used the payment account for unlawful purposes;
- the Customer has provided erroneous information to open the payment account with basic functions and, had correct information been provided, the Customer would not have been permitted to open such an account.

Notice shall be given in writing if nothing else has been agreed.

The Bank's cancellation if the Customer is Non-Consumer If the Customer is Non-Consumer, the Bank may cancel an account and/or service agreement that has been entered into until further notice with one (1) month's notice, unless otherwise stated in the terms and conditions for the account and/or service agreement.

However, the Bank may cancel the agreement with immediate effect if the Customer has significantly disregarded the Bank's terms and conditions or other instructions or agreements that apply for the account or the service.

Notice shall be given in writing if nothing else has been agreed.

## Notification

Unless otherwise stated in the account and/or service terms and conditions, the Bank provides information and notification to the Customer in writing.

The bank is entitled to send notifications to the customer via the messaging system in Hembanken, Business Online/District or in another electronic communication service at the bank's disposal, on the condition that the customer is connected to them. The Bank has the right to provide information to the Customer via unencrypted e-mail to the e-mail address provided by the Customer when the Bank deems that provision via e-mail is suitable. Otherwise, information and notifications are sent instead by post to the address registered at the Bank. The Customer is assumed to have acquainted her or her/himself with the information and notification that Bank has given in this way.

Notification that is sent by the Bank by registered letter or normal post is assumed to have reached the Customer no later than five Bank Days after despatch, if the letter is sent to the address that is registered at the Bank.



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Notification that is sent via the message system in Hembanken, Business Online/District or another of the electronic communication services at the Bank's disposal, on the condition that the Customer is connected to them, will be assumed to have been received by the Customer once they have been despatched, if it is sent to the electronic address provided by the Customer. If such notification reaches the Customer outside of normal office hours, the notification will be assumed to have been delivered to the recipient at the start of the next Bank Day.

The Customer shall inform the Bank of changes to the contact information, e.g. in cases of changes of address and telephone number.

## Applicable law and courts

Swedish law shall apply to agreements concerning accounts and services with the Bank and, if proceedings are initiated by the Bank, the dispute shall be adjudicated by Swedish courts. However, in order to receive principal, interest and costs the Bank shall be entitled to initiate proceedings against the Customer in another country if the Customer is domiciled therein or has assets in that country.

#### Grievances

Grievances regarding the account shall primarily be addressed to the contact person or the unit within the Bank which has provided the account or to the Customer's local bank branch office or to Customer Service. Grievances can also be sent via the Bank's website: www.danskebank.se. There is also the option to contact the person responsible centrally in the Bank for addressing grievances. The person centrally responsible for addressing grievances is the Head of Legal Department or the person he or she has appointed. Information about who is responsible for grievances can be obtain from Central Legal Department, telephone 0752-48 00 00. If the Customer wishes to present a grievance, this should be in writing. For Non-Consumer, applicable parts of the rule hold good.

#### Dispute settlement outside court

In the case of a dispute with the Bank, the Customer if he or she is Consumer has the option to direct their complaint to The Swedish National Board for Consumer Complaints, (Allmänna reklamationsnämnden (ARN)) which is a committee for alternative dispute resolution.

Address: ARN, Box 174, 101 23 STOCKHOLM, www.arn.se. Please note that certain value and time limits are applicable for the Board to examine the case.

The Bank undertakes to cooperate in the handling of any dispute by the Swedish National Board for Consumer complaints.

General guidance on grievances can be obtained from The Swedish Consumers' Banking & Finance Bureau, www.konsumentbankbyran.se or through municipal consumer advice.

Where a customer has entered into an agreement with the Bank via the Internet bank or mobile bank and a dispute has arisen which the Customer has been unable to resolve with the Bank, the Customer is entitled to turn to the EU's online platform for dispute resolution: https://ec.europa.eu/consumers/odr/. Notwithstanding that the Customer uses the online platform with respect to grievances/disputes with the Bank, the matter will be sent to the Swedish National Board for Consumer Complaints for a decision. More information regarding online dispute resolution is available on www.konsumenteuropa.se.

## Limitation of the Bank's liability - in applicable cases including the liability of the Bank's agent

# The following shall apply unless otherwise stated in the relevant account and/or service terms and conditions:

The Bank/Bankgiro/Privatgiro is not liable for damage that is due to Swedish or foreign enactments, actions of Swedish or foreign authorities, acts of war, power outage, telecommunications outage, fire, water damage, strike, blockade, boycott, lockout or any similar circumstance. The reservation on the question of strike, blockade, boycott and lockout also applies if the Bank/Bankgiro/ Privatgiro is itself subjected to or undertakes such industrial action.

The Bank/Bankgiro/Privatgiro will not compensate damages that have arisen in other cases, if due care and attention has been shown.

With respect to execution of payment services, in lieu of the first and second paragraphs above the Bank/Bankgirot/Privatgirot shall not be liable in the event of exceptional or unexpected circumstances beyond the control of the Bank/Bankgirot/Privatgirot, the consequences of which it would have been impossible to avoid notwithstanding all endeavours. Nor shall liability for executed payment services apply when the Bank/Bankgirot/Privatgirot has acted in accordance with Swedish law or European Union law.

The Bank/Bankgirot/Privatgirot shall under no circumstances be liable for indirect loss, unless the loss was occasioned by the Bank/Bankgirot/Privatgirot's gross negligence.

Should the Bank/Bankgiro/Privatgiro be hindered from executing Payment Transactions or taking some other action as a result of the circumstances set forth in the first paragraph above, such action may be postponed until the hindrance has been removed. In the event of delayed Payment Transaction, the Bank/Bankgiro/ Privatgiro, if interest is payable, shall pay interest at the rate applicable on the due date. Where interest is not payable, the Bank/ Bankgiro/Privatgiro is not liable to pay interest at a rate higher than the prevailing Riksbank reference rate in accordance with section 9 of the Swedish Interest Act (1975:635) plus two percentage points.

Should the Bank/Bankgiro/Privatgiro be prevented from receiving Payment Transactions as a result of the circumstances set forth in the first paragraph above, the Bank/Bankgiro/Privatgiro is entitled to interest for the period during which the hindrance was in place only in accordance with the terms applicable on the due date.

In the above, the Bank is also taken to mean other Group companies.



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In the case of cross-border payments via correspondent bank, the Bank is not liable for the errors, delays and other deficiencies occurring due to the correspondent bank. Nor is the Bank liable for the correspondent bank's solvency.

## INFORMATION TO THE CUSTOMER

#### The Bank's processing of personal data

When you deal with us in the capacity of a private customer or being another individual associated to our business or corporate customers, e.g. employee, director, beneficial owner or other, we register and use data about you (personal data) to offer you and/ or our customer the best advice and solutions, and to comply with the legal requirements that apply to us as a financial institution. You can read more about when you act as an individual what data we register, how we use it and your rights in our privacy notice at www.danskebank.se, which can also be provided in hard-copy for you.

When you as our corporate customer, or anyone on behalf of you, provides us with personal data, you warrant that you are entitled to disclose such personal data. You also ensure that the person has been informed where to find our privacy notice.

#### Deposit guarantee

Unless otherwise stated in the terms and conditions for the relevant account, all accounts with the Bank are covered by the Danish Deposit Guarantee Scheme (Garantiformuen). However, certain categories of depositors are excluded from the right to compensation from the guarantee.

Subject to certain exceptions, the guarantee covers deposits with the Bank up to amount corresponding to EUR 100,000 per depositor in the event the Bank is placed in bankruptcy or the subject of company reorganization measures.

More specific information regarding the deposit guarantee, including which categories of depositors are excluded from the right to compensation from the guarantee, can be found at www.danskebank.se/insattningsgaranti.

## Information pursuant to the Distance Contracts and Contracts outside Business premises act (2005:59) [Sw: lagen (2005:59) om distansavtal och avtal utanför affärslokaler]

A distance contract is an agreement that is made over a distance and where the communication is exclusively over a distance, such as via telephone or the Internet. In the case of a distance contract, Consumer - apart from what follows from the Bank's General terms and Conditions and the terms and conditions for the service in question - is entitled to certain information on the terms and conditions for the agreement before it is entered into. The information below applies if the Customer acting as Consumer enters into an agreement over a distance with the Bank for a given service. Therefore, we ask you to read through this information before you accept the agreement.

#### Right of withdrawal

The Customer is entitled, during the 14 days following from when the distance contract with the Bank was entered into, to withdraw from this, so-called 'cooling off' right. If the Customer receives this information and the agreement terms and conditions after the distance contract has been entered into, the time limit is to be counted from this later date. If the Bank and the Customer, on the Customer's request, have fulfilled their obligations pursuant to the distance contract, the right to withdraw does not apply afterwards.

If the Customer wishes to exercise his or her right to withdrawal, written notification of this shall be handed in or sent to the Bank. If the notification is sent, it shall be sent to the Bank at the following address:

Danske Bank, Customer Service, Box 328, 581 03 Linköping or via e-mail kundservice@danskebank.se. The notification shall state the distance contract intended and the date this was entered into. The notification shall be marked "Distansavtal ångerrätt" (Distance contract, right to withdraw).

When the right of withdrawal is exercised, it means in general that the Customer, as soon as possible and no later than 30 days from the date the Customer handed in or sent his or her notification on the exercise of the right to withdraw, shall repay to the Bank the amount the Customer has obtained from the Bank pursuant to the agreement and also return the material the Customer has received from the Bank as a result of the agreement. The Bank for its part shall, as soon as possible and no later than 30 days from the date the Bank received the notification on the exercise of the right to withdraw, repay the amount the Customer has paid the Bank pursuant to the agreement, less the Bank's remuneration for the service rendered pursuant to the agreement before the right to withdraw was exercised. This remuneration may not exceed an amount proportional to the extent of the service rendered relative to the complete service pursuant to the agreement.

NOTE that, for many of the agreements on services and products provided by the Bank, there could be a right for the Customer to cancel the agreement with immediate effect. See the terms and conditions for the service in question under the heading "The agreement's duration, cancellation and closing the account etc.""

#### Communication costs

No separate communication costs are paid.

Communication with the Bank via Hembanken take place via the Internet and the Customer bears the costs for the connection.

#### Time limit for the agreement

The option to enter into an agreement on a given service with the terms and conditions that can be found on the Bank's website for the service in question is valid until further notice.