

## GENERAL TERMS AND CONDITIONS FOR THE SERVICES ACCESSIBLE WITH THE ONLINE BANKING IDENTIFIERS OF CORPORATE CUSTOMERS

These terms and conditions are valid as of 1.10.2019

In the event of inconsistency among the different language versions of these terms and conditions, the Finnish version prevails.

### 1. Scope of agreement

These terms and conditions are applied to the use of Online Banking Identifiers of Handelsbanken's corporate customers and to the use of services accessible with these identifiers.

In addition to these general terms and conditions, the specific terms, descriptions and instructions for individual services are also applicable. In case of conflict between these general terms and conditions and the terms of any individual service, these general terms and conditions are applicable as primary, unless otherwise agreed on.

The Customer and the User agree to observe these general terms and conditions as well as the valid terms of use, instructions for use, security instructions, timetables and other aspects of the service that are issued in the service. The Customer and the User accept the terms of use and instructions as binding for the use of the Corporate Online Services and the Online Banking Identifiers.

### 2. Definitions

**Customer** refers to the bank's client, i.e. an entrepreneur or a legal person.

**User** refers to a natural person authorised by the Customer to take action in the Corporate Online Bank on behalf of the Customer in a manner binding for the Customer, using access rights that are agreed on separately.

**Other Service Provider** refers to a third party who offers services through the corporate online service or who offers services that the Customer can access with their online banking codes.

**Payment initiation service** is a service in which a bank-external service provider, at the request of the payment service user, initiates payment order execution from a payment account kept by the bank.

**Account information service** refers to a service in which a bank-external service provider obtains and delivers, through an information network, information concerning the account holder's payment accounts kept by the bank.

**Identification Service** refers to a service in which the Customer can be identified electronically using the Online Banking Identifiers for Other Service Provider's electronic service in the manner required for that service. The identification of a corporate customer does not constitute the strong electronic identification referred to in the Act on Strong Electronic Identification and Electronic Signatures. The service does not identify the natural person acting on behalf of the corporate customer.

**Corporate Online Bank** refers to an electronic service package offered by the bank to the Customer, the use of which requires Online Banking Identifiers.

**Online Banking Identifiers** (identifiers) refer to verification factors specified and delivered to the Customer or User, in part or in full, by the bank at the time, such as username, key code card, confirmation application, access code device, PIN code or other confirmation device approved by the bank.

**Services accessible through Online Banking Identifiers** (*Corporate Online Services*) are electronic transaction services intended for the bank's customers. Corporate Online Services may include, for example, corporate online banking, mobile banking, applications approved by the bank, telephone services and online conferencing. These services may include services provided by parties that belong to the same group with the bank as well as services provided by third parties (*Other Service Providers*).

### 3. Use and safekeeping of Online Banking Identifiers

#### 3.1 Use of Online Banking Identifiers

The use of Online Banking Identifiers requires that the Customer and the bank have agreed on the Identifiers in an online banking agreement. The bank issues customer-specific Identifiers to the Customer and user-specific Identifiers to the User, which enable the Customer and the User authorised by the Customer to be authenticated in the manner specified for the relevant service. Identifiers are specific to the person. The user of customer-specific Identifiers is the person who signed the agreement, unless a different person is indicated in the agreement. The Customer or the User may be identified for access through a certificate or identification device provided by a party other than the bank, if the bank has approved the use of such devices. The use of the Identifiers or some other certificate or identification device in the manner required for a service offered by the bank corresponds to the Customer's signature. All payments, execution orders, applications, agreements and other declarations of intent as well as messages are binding on the Customer once they have been sent to the bank in the manner required in the relevant service.

### **3.2 Safekeeping of the Online Banking Identifiers, and the responsibilities of the Customer and User**

The Customer and the User are responsible for the careful safekeeping of the Identifiers and undertake to store different parts of the Identifiers separately and to carefully ensure that they are not made available to a third party. If the Identifiers are missing or may be in the possession of a third party, the Customer or the User is obliged to immediately notify the bank. The notification of a missing certificate or identification device other than one provided by the bank must be carried out in accordance with the terms of use for the certificate or device in question.

The Customer and the User are responsible for any unlawful use of the Identifiers provided by the bank, if

- the Customer or the User has given the Identifiers to a third party;
- the fact that the Identifiers have become lost, fallen unlawfully into the possession of a third party, or are being used unlawfully, is caused by the negligence of the Customer or the User;
- the Customer or the User has failed to notify the bank, without undue delay upon discovery and in accordance with the agreed terms, that the Identifiers are missing, have fallen unlawfully into the possession of a third party or have been used unlawfully.

The Customer and the User are not responsible for any unlawful use of the Identifiers if the Identifiers are used after the bank or a blocking service specified by the bank was notified of them no longer being in the Customer's or the User's care and them possibly being in the possession of a third party; and after the bank has had a reasonable time to block the use of the service. The Customer or the User must submit a loss report to a branch office of the bank or to a customer service office specified by the bank, during the office's open hours, or to a blocking service specified by the bank (telephone 020 333 or from outside Finland +358 20 333).

The Customer's and the User's liability for any unlawful use of a certificate or identification device, other than those provided by the bank, and any respective notification obligation are determined by the terms of use for the certificate or identification device in question.

The Customer and the User may only use the Identifiers to access services approved by the bank. The Customer may use his or her Identifiers in order to execute payment initiation services and account information services, referred to in the Payment Services Act and produced by payment initiation and account information service providers.

These terms and conditions shall be applied as primary if the terms of use for a certificate or identification device other than those provided by the bank conflict with these terms and conditions.

The Customer is liable for securing the consent of the User before the User's personal identity code and other personal details are supplied to the bank. The Customer is also responsible for ensuring that the User's authorities actually are those of which the bank is informed.

The Customer must also ensure that all Users are familiar with and observe these terms and conditions for the use of the Corporate Online Bank.

The Customer is liable for all execution orders and other transactions carried out using the Customer's customer-specific Identifiers, or the user-specific Identifiers of Users authorised by the Customer.

### **4. Hardware, software and telecommunication lines**

The Customer and the User are responsible for the acquisition of the hardware, software and data communication connections as well as for all related acquisition, maintenance and operating costs, and the safety and functioning of the hardware, software and data communication connections. The Customer and the User must ensure that their hardware, software and services are appropriately protected against unauthorised use and that nobody else has the opportunity to obtain any identifiers or identifier information of any hardware, software or service.

The bank is not in any way responsible for ensuring that the Customer or the User is able to use the Corporate Online Bank or other Corporate Online Services with the hardware, software, systems or interfaces that the Customer or the User is using.

### **5. Service fees**

The Customer has the duty to pay and the bank is entitled to debit from a specified account charges and commissions in accordance with the bank's current service price list. The list is available in branch offices. The bank may also publish its price list in the Corporate Online Services and on its website.

### **6. Services**

Products and services of the bank and other service providers are provided in the Corporate Online Services. The bank is entitled to change the Corporate Online Services' range of services, services, contents of services, user instructions, availability of services, and the requirements for the hardware and software needed for the use of the services, without informing the Customer in advance.

#### **6.1 Accounts and account information**

The bank determines which account products and which associated functionalities and services can be linked to the Corporate Online Services. When concluding the agreement, the customer and the bank agree upon the accounts to be included into the scope of the Corporate Online Services. Accounts can also be included into or removed from the Corporate Online Services at a later date.

The bank may provide the Customer with account-specific information through the Corporate Online Services concerning the accounts included in the scope of the Corporate Online Services.

#### **6.2 Loans and credits**

The bank specifies the credit products and the associated functionalities and services that may be handled in the Corporate Online Services. The bank may provide the Customer with information through the Corporate Online Services concerning the Customer's loans and credit.

#### **6.3 Payment orders**

The bank has the right to specify the types of payment possible through the Corporate Online Services; the bank may also specify limits to such payment orders. All orders including those issued through a payment initiation service are transferred under the general terms and conditions for euro payments within the Single Euro Payments Area or under the general terms and conditions for outgoing and incoming non-euro payments. The Customer and the bank may separately agree on Customer-specific and User-specific limitations on the use of the Identifiers.

#### **6.4 E-invoices**

The Customer may electronically store and send e-invoices to its own customers using the Corporate Online Services. The Customer may also receive e-invoices either directly to a specified account as payment transactions awaiting confirmation, or as data transfers. The creation and receipt of invoices is agreed on customer-specifically. The Customer agrees on the e-invoicing address in a separate e-invoicing agreement.

#### **6.5 File transfers**

The Customer can choose to utilise file transfer services. This is agreed on customer-specifically, and each service is agreed on with a separate subscription notification or a separate agreement.

#### **6.6 Investment services**

The Customer may use investment services in the Corporate Online Services after entering a separate agreement with the bank.

In the case of execution orders given through Corporate Online Services, the bank is not required to assess the appropriateness of the service or security for the Customer when the order is executed or transmitted at the Customer's initiative and the service is related to simple financial instruments referred to in legislation. When the Customer has confirmed in the Corporate Online Services that the Customer is familiar with the security, other financial instrument or information relating to another service or the bank, such as information concerning terms and conditions, simplified prospectuses or fund rules, the information is considered to have been received by the Customer. Services relating to securities and other investment services are not offered for individuals residing in the United States; neither are they offered for companies and communities operating their business domiciled in the United States.

#### **6.7 Applications and agreements**

The Customer can, within the bounds of the current service selection, prepare applications and enter into agreements using Corporate Online Services. Unless specified otherwise, an agreement is established when the bank or Other Service Provider has approved the respective application. The Customer is informed of approvals of applications as separately agreed.

#### **6.8 Information services**

The bank may offer its own information services through Corporate Online Services or it may intermediate Other Service Providers' information services such as information concerning the bank's services or the investment market. These information services are intended for private use only and the distribution, publication and copying of their materials is prohibited. All information is distributed by these information services on an as-is basis without any obligation. This information is of a general nature and cannot be regarded as an exhortation to buy or sell, advice, recommendation or offer binding to the provider of the information, unless specifically indicated otherwise.

The bank is not responsible for the correctness and reliability of the information presented in these services. The bank is not liable for any damage to the customer possibly arising from a delay in receiving information from the information services, or from such information being prevented or erroneous, or any consequences that may occur for the customer due to the use of the information services.

#### **7. Right of the bank to refuse the use of Corporate Online Services or Online Banking Identifiers**

The bank is entitled but not obligated to interrupt the use of Corporate Online Services and/or to limit the access to these services:

- for the time of software updates, maintenance, service and repair;
- for the time of power failures and service breaks of electronic communication methods;
- if the Customer, the User or the hardware, software or data communication connections of either cause disturbances or compromise the safety of Corporate Online Services;
- in order to protect customers and users against threats to information security and against other threats to security;
- if the bank has grounds to suspect that Corporate Online Services are being utilised in a manner that is illegal or may damage or cause a threat of damage for the bank, the Customer, the User or a third party;
- if the Customer or the User violates the law or acts in essential breach of good practice or the terms of its Corporate Online Banking Agreement or the terms and instructions of use associated with the service;
- if the Customer is declared bankrupt, is placed in corporate restructuring or liquidation, or is the object of any other insolvency procedure, or if the Customer seeks composition or suspends its payments.
- if the Customer becomes subject to international sanctions.

The bank is not required to inform the Customer if the use of Corporate Online Services or the use of an individual service in it is prevented due to the above reasons or if the execution of an individual order from the Customer is interrupted or not successful because of these reasons. The bank seeks to provide reasonably-timed advance information regarding any interruptions of which it is aware, but the bank is not obligated to do so.

#### **8. Information to be provided to the bank, and the Customer's responsibility for information provided**

The Customer is required to provide the bank with the Customer's name, business identity code, postal address, telephone number, domicile and country of taxation. The Customer is also required to provide the bank with the authorised User's name, personal identity code and contact information. The Customer has the duty to ensure that the information provided to the bank is accurate and up to date. The bank or Other Service Provider is not obligated to verify or complete the information. Execution orders received by the bank are processed using the information provided, and the bank or Other Service Provider is not obligated to verify or complete that information.

The Customer has the duty to provide the bank with all necessary reports, authorisations and other information. The Customer or its representative must immediately notify the bank of any changes to the information or circumstances that may affect the use of the Corporate Online Services or the Identifiers.

## **9. Customer and transaction information, and disclosure of information**

The bank and Other Service Provider handle and archive electronically the information about the Customer's agreements, execution orders, the use of the Identifiers, outgoing messages and all other business the Customer conducts using Corporate Online Services. The data stored in the bank's information system is considered, unless proven otherwise, as reliable evidence of the Customers transactions and execution orders.

The bank is entitled to record all telephone conversations and videoconferences conducted with the Customer; such call and video recordings may be used for verifying an execution order, developing customer service, managing risks and as evidence to help solve possible disagreements.

The bank is entitled to disclose information relating to the Customer in accordance with the current legislation. In addition, in order to identify the Customer or to carry out or to clarify a transaction, the bank is entitled to disclose information relating to the Customer to another Service Provider, if the Customer uses the services of this service provider.

When drafting or renewing the agreement, the bank may check the Customer's credit rating.

## **10. Notifications between the bank and the Customer**

The bank informs the Customer regarding amendments to this agreement, its terms and conditions, and service fees by sending a notice to the Customer to the Corporate Online Services, or, if so separately agreed upon with the Customer, by letter. The bank and Other Service Provider have the right to use Corporate Online Services to make available to the Customer information concerning the products and services available through Corporate Online Services as well as notifications concerning the respective agreements (such as changes to the terms and conditions, announcements, offers, replies, confirmations and other similar messages). The Customer is considered to have received a notification by the seventh day after the notification was sent.

The Customer may contact the bank electronically using the messaging functionality in Corporate Online Services, or some other secured electronic service offered by the bank, or by letter, or by visiting a branch office in person. The bank is considered to have received an electronic notification, at the latest, on the banking day following the arrival of the notification into the bank's information system. If the Customer's message was sent to the bank by letter, the bank is considered to have received it by the seventh day from the day the Customer sent it.

If the Customer detects an error or problem relating to the use of Corporate Online Services, the Customer is required to contact the bank immediately in order to have the error or problem cleared or corrected. All notes and claims to the bank concerning Corporate Online Services must be made in writing, sufficiently itemised, immediately after the detection of the error or damage, and in any case within 90 calendar days of the detection of the error or damage. If such notes and claims are not made within the specified time limit, the bank is not liable for whatever the event concerned and the Customer has no right to claim damages.

If separately agreed on by the Customer and the bank, the bank may provide the Customer with information concerning Corporate Online Services – excluding information protected by banking secrecy – as text messages to the Customer's telephone number or as email messages to the Customer's or the User's email address. If the Customer uses his or her Online Banking Identifiers to access third-party services, all issues concerning those services must be addressed to the third-party service provider.

### **10.1 The bank's notifications regarding threats related to fraudulent activity or security**

The bank will inform the Customer of any suspected or verified threat related to fraudulent activity or security that the bank has become aware of. The notice will be published on the bank's website or through a secure electronic service provided by the bank. Examples of such threats are fraudulent e-mail messages or other messages sent to the bank's customers where the sender attempts, pretending to represent the bank, to have the customers divulge their banking codes to the sender

## **11. Intellectual property rights**

Regarding Corporate Online Services, the right of ownership, copyright, trademark rights and all other intellectual property rights belong to the bank unless stated otherwise. The borrowing, editing, adapting, transferring, disclosing and using or in any way exploiting these materials even in part is prohibited without prior written permission from the bank.

## **12. Compensation for loss or damage and the bank's limitation of risk**

The bank is only liable to compensate the Customer for direct damage caused by the bank's own error or negligence. The bank is liable for any indirect damage to the Customer only in the case that the damage was intentional or due to gross negligence. Examples of indirect damage include loss of income, unrealised yield or profit, loss of interest, loss caused by an obligation based on another contractual relationship, an essential loss of the use of the service not resulting in an actual financial loss, and other damage that is difficult to anticipate. The Customer must take all reasonable actions to limit their loss or damage. If the Customer neglects to do so, the Customer is liable for the damage for the relevant part. Any damages that the bank is liable for under a law or because of having acted contrary to a contract may be adjusted if they are unreasonable considering the reason for the breach, the Customer's possible contributory negligence, the bank's possibilities to anticipate and prevent the damage, and other circumstances. A contracting party has no right to compensation on the basis of the termination of this agreement or the discontinuation of a service originally included in the scope of this agreement, unless otherwise provided by an agreement or legislation.

The bank is not liable for the products or services of any Other Service Provider or for any information security problems caused by the Customer allowing a third-party application or software into the Corporate Online Services. The bank is not a party to any agreements between the Customer and a third party; neither is the bank liable for meeting the terms of such agreements or the validity of any related legal action.

## **13. Force majeure**

A contracting party is not liable for any damage if it can show that it has been prevented from fulfilling its obligation because of an unusual and unforeseeable obstacle, over which it has had no control and the consequences of which it could not have avoided by due diligence. The bank is not liable for any damage if the fulfilment of its obligations under this contract would be contradictory to the bank's statutory obligations. Each contracting party is obliged to inform the other party as soon as possible of encountering force majeure conditions. The bank may communicate about force majeure conditions e.g. on its website or in national newspapers.

#### **14. Changes to this agreement, its terms and conditions and the service price list**

The bank has the right to change this agreement, its terms and conditions and the bank's service fees.

The bank will notify the Customer, in accordance with Section 10 of these terms and conditions, of any changes to this agreement or its terms that essentially increase the Customer's duties or decrease the Customer's rights and are not caused by a change in relevant legislation or a statute issued by a public authority. The bank will notify the Customer no later than one month before the date on which the change comes into effect.

The bank notifies the Customer of any other changes by making them available in branch offices or on the bank's website. The bank uses the service price list to inform the Customer of the changes to its fees and commissions. Such changes take effect on the date set by the bank.

The agreement stays in force as amended unless the Customer notifies the bank within one month of the notification of the change that the Customer does not accept the change

proposed by the bank. If the Customer does not accept the change proposed by the bank, the Customer and the bank are entitled to terminate this agreement in accordance with section 15 of these terms and conditions.

#### **15. Validity, termination and cancellation of the agreement**

This agreement shall be valid until further notice. For the Customer's part, the Customer has the right to terminate this agreement immediately by serving notice to the bank in writing. The Customer stays liable for any execution orders carried out through Corporate Online Services even after the date of termination of the agreement. The bank has the right to complete the orders unless they are specifically cancelled in accordance with the relevant terms and conditions.

This agreement is considered as ended without notice when the bank has received information regarding the termination of the Customer's business activities.

The bank has the right to terminate this agreement one month after serving notice. The Customer is informed of the termination either through the messaging functionality in the Corporate Online Services or some other secured electronic service offered by the bank, or by letter.

However, the contracting parties have the right to cancel this agreement immediately if a contracting party has essentially infringed its duties under this agreement.

#### **16. Transferring the agreement**

The bank has the right to transfer its rights and obligations referred to in this agreement to a third party. The rights and obligations based on this agreement and existing between the Customer and the bank stay valid for the receiver of the business transfer in the case that the bank merges, splits or transfers its business in whole or in part.

The Customer is not allowed to transfer its rights and obligations under this agreement to any third party.

#### **17. Assistance to customers, routes of appeal other than court**

Concerning this agreement and its terms and conditions, the Customer should, primarily, contact the contracting bank. In case of a customer complaint, the bank will, as a rule, reply to the customer within 15 banking days from the contact, either in writing or in some other permanent manner, as agreed.

Consumers and small corporate customers may submit disputes concerning this agreement to the Finnish Financial Ombudsman Bureau ([www.fine.fi](http://www.fine.fi)) or to the Banking Complaints Board operating in connection with the Ombudsman Bureau; consumers may also turn to the Consumer Disputes Board (KRIL, [www.kuluttajariita.fi](http://www.kuluttajariita.fi)).

#### **18. Supervisory authority**

The bank is supervised by the Swedish financial supervisory authority [www.fi.se](http://www.fi.se), and in consumer issues, also the Consumer Ombudsman [www.kkv.fi](http://www.kkv.fi).

Contact information to the Swedish financial supervision authority: Finansinspektion, P.O. Box 7821, SE-103 97 Stockholm, Sweden.

Contact information to the Consumer Ombudsman: Finnish Competition and Consumer Authority, P.O. Box 5, FI-00531 Helsinki, phone 029 505 3000 (switchboard).

#### **19. Processing of personal data**

The bank functions in the role of the controller in the processing of the personal data which the service user submits or which the bank otherwise saves in connection with the use of the service.

##### **19.1 Purpose and legal basis**

The bank processes personal data primarily in order to fulfil the terms and conditions of the agreement between the parties. The bank also processes personal data in order to fulfil its legal obligations and the obligations set upon it by public authorities; for example, the legal requirements concerning accounting and money laundering as well as reporting to the tax authority and financial supervisory authority. In addition, the bank processes personal data on the basis of its legitimate interests; such cases include e.g. direct marketing as well as market and customer analyses, which are made use of in marketing, business development and risk management. By using the payment service, the payment service user gives the bank the specific consent to process such personal data that is required for providing the payment service.

##### **19.2 Storage time of personal data**

The bank stores personal data for as long as is required to fulfil the terms and conditions of the agreement as well as all requirements based on laws and statutes. In general, the storage time is 5-10 years from the termination of the contract.

##### **19.3 Data subject's rights**

The data subject is entitled to obtain information on what personal data the bank processes and also to demand that any faulty or deficient data be rectified.

**19.4 Additional information and contacts**

The bank's privacy statement is available online at [www.handelsbanken.fi](http://www.handelsbanken.fi) as well as at the bank's offices. Should you wish to exercise your rights, or if you have questions or complaints relating to how your personal data is processed, please use the online bank messaging facility to contact us, or phone Handelsbanken's customer service, or visit a branch office, or send a message to the data protection officer at Handelsbanken Finland at [tietosuojavastaava@handelsbanken.fi](mailto:tietosuojavastaava@handelsbanken.fi), or send a letter to Handelsbanken, Tietosuojavastaava, Itämerenkatu 11–13, 00180 Helsinki. The contact information to our offices, customer service and data protection officer is also available on our website. You may submit a complaint about the processing of your data to the supervising authority. The contact information is available online at [www.tietosuoja.fi](http://www.tietosuoja.fi).

**20. Place of jurisdiction and applicable law**

Any disputes arising from this contractual relationship will be settled by the District Court of Helsinki.

This agreement shall be governed by the laws of Finland.