

# GENERAL TERMS AND CONDITIONS FOR S-BANK'S DIGITAL SERVICES AND RESTRICTED ONLINE BANKING CODES

Read our terms and conditions carefully before using the service. On this page, you will find a summary of the terms and conditions that you should pay particular attention to.

# CHANGE THE DAILY PAYMENT LIMIT FOR THE ONLINE BANKING SERVICE AND S-MOBILLI TO SUIT YOURSELF

Your default daily payment limit in the online banking service and S-mobiili is 50,000 euros. You can easily change the payment limit through the online banking service to suit yourself.

Read more in section 6.5 Customer's ability to restrict payments in digital services

# DO NOT SHARE YOUR ONLINE BANKING CODES OR THE CONFIRMATION CODE WE SEND YOU AS A TEXT MESSAGE WITH AN OUTSIDER

Online banking codes are personal and must not be made available to anyone else – not even to family members, interpreters or personal assistants. With your online banking codes, an outside party can log in to the digital services of any operator and make agreements or orders that are binding on you.

In particular, remember that banks or authorities never ask for your online banking codes or other banking credentials by phone or email.

## **KEEP YOUR ONLINE BANKING CODES AND PHONE SAFE**

The means of identification S-Bank uses are restricted online banking codes and restricted S-mobiili identification, which you can enable in the S-mobiili application. Keep the various parts of the means of identification (user ID, password and keycodes) separate and regularly check that they are safe. When you take good care of your means of identification, you will not be held liable even if they are used by a third party. Never log in to the online banking service or confirm payments if you have accessed the login page through search engine results, handed over the control of your device to another person via a remote connection, or if the link to the login page has been sent to you by e-mail, text message, social media or other electronic means.

Read more about secure banking on our website: s-pankki.fi/turvallinen-pankkiasiointi.

Read more in section 7.1. Keeping means of identification safe

# IMMEDIATELY REPORT ANY LOSS OR MISUSE OF YOUR ONLINE BANKING CODES OR YOUR PHONES

Notify the card blocking service immediately if any of the following is lost or you suspect that someone has used them without authorisation:

- · user ID for the online banking service
- online banking password
- · online banking keycode list
- · S-mobiili PIN code
- · phone with S-mobiili and S-mobiili identification

The card blocking service number is +358 9 6964 6820 (local network charge/mobile network charge), and it is open around the clock. Write down the number of the card blocking service or save it on your phone.

Read more under section 7.2. Making a loss report

## PERSONAL DATA

You can find more information about processing your personal data in our privacy statement at **s-pankki.fi/tietosuoja**.



## GENERAL TERMS AND CONDITIONS FOR DIGITAL SERVICES AND RESTRICTED ONLINE BANKING CODES

Valid from 1 February 2024.

## 1. SCOPE OF APPLICATION

These are the general terms and conditions of S-Bank's digital services and restricted online banking codes.

## 2. DEFINITIONS

You are a customer, that is, a natural person that is party to the agreement.

**Guardian** is your legal representative. The guardianship status is based on either law (minors) or a guardianship authority or a court order (adults for whom a guardian has been appointed).

**S-Bank Group** consists of S-Bank Plc and its subsidiaries, such as S-Bank Fund Management Ltd.

**S-mobili** is a mobile application for S Group's co-op members and members of co-op member households that also includes the banking services offered by S-Bank Group to co-op members and members of co-op member households.

An electronic notification is an email, text message or a message sent in the online banking service.

Sending in digital format means that we send a message to you via the online banking service, as well as an email reminder of the message waiting for you in the online banking service.

**Digital services** include online banking services used via computers, mobile devices or the S-mobili app, and telephone services. The banking functions of S-mobili are part of the online banking service. You can use the transaction service via digital services.

**Transaction services** have their own terms and conditions. Transaction services include the transmission of payments and e-invoices that we offer.

If the terms and conditions of the transaction service are in conflict with these terms and conditions, the separate terms and conditions of the transaction service shall be primarily applied, unless otherwise agreed later. We have the right to make changes to our service selection and the operation and content of the transaction service.

**Telephone service** refers to serving an identified customer over the telephone or the chat service.

## S-Bank's restricted means of identification include

- Restricted online banking codes that consist of the user ID we have issued that identifies your customer relationship, a personal password you have chosen, and a key code which is shown in the key code table.
- Restricted S-mobiili identification, consisting of an application uploaded to a mobile device, a personal PIN code of your choice and/or a biometric identifier, such as a fingerprint or facial photo. You can enable S-mobiili identification in S-mobiili.

Restricted online banking codes and restricted S-mobiili identification do not constitute strong electronic identification in accordance with the Identification Act.

International sanctions include sanctions, economic sanctions, bans on exports or imports, embargoes and other restrictive measures. International sanctions are imposed, managed, adopted and implemented by the State of Finland, the United Nations, the European Union, the United States of America and the United Kingdom, and their competent authorities or institutions.

**The agreement** is an entity consisting of the Digital services and means of identification agreement, these terms and conditions and our service price list.

## 3. ENTRY INTO EFFECT, AMENDMENT AND TERMINATION OF THE AGREEMENT

The agreement enters into force once both parties and, in the case of a legally incompetent customer, the customer's guardian have approved it. A person with guardians may, however, enter into an online banking code agreement with us in order to use account funds that they have the right to use on the basis of

the Guardianship Services Act. The agreement remains in force until further notice. By signing, the guardian confirms that the ward can keep and use personal restricted means of identification in accordance with the terms of the agreement.

## Amending the agreement, its terms and conditions and the price list

We may amend this agreement, its terms and conditions and the price list by mutual agreement.

We may also change the agreement by notifying you. We shall notify you of any amendments to the agreement, its terms and conditions or the price list in accordance with section 5.2. The amendment shall take effect from the date we have specified; however, no earlier than two (2) months after the notification is sent.

The agreement shall remain in effect with the amended content, unless you notify us in writing that you object to the amendment by the date of its entry into effect. You have the right to terminate the agreement with immediate effect until the date when the amendments are to take effect. If you object to the amendments, you and we have the right to terminate this agreement in accordance with these terms and conditions.

## Termination of the agreement

You have the right to terminate the agreement with immediate effect by notifying us in accordance with section 5.4. We reserve a reasonable time for closing the service.

We have the right to terminate the agreement after two (2) months from the date of sending the notice of termination. We will send a written notice of termination to the email address that you have agreed on with us or to the postal address you have given us or the Digital and Population Data Services Agency.

If either of the parties (you or us) fails to fulfil its obligations under this agreement, the other party is entitled to cancel the agreement. We also have the right to terminate the agreement if S-Bank no longer has a payment account to which you have access. We will send a written cancellation notice to the email address that you have agreed on with us or to the postal address you have given us or the Digital and Population Data Services Agency.

If your co-op membership ends or you are no longer a member of the co-op member household, your right to use S-mobile will also end. The S-Bank service price list for persons other than co-op members will then be applied to online banking codes.

## Transferring the agreement

We have the right to transfer our rights and obligations under this agreement to a party determined by us.

You are not entitled to transfer the agreement to another.

## 4. FEES AND CHARGES RELATED TO THE USE OF THE SERVICES

We shall have the right to debit charges and fees in accordance with the service price list valid at the time.

We will debit the charges and fees primarily from the account specified in the agreement. If your primary account has been terminated, we will debit your other account with S-Bank.

The service price list is available on our website, in the online banking service and at our customer service points. The co-op members price list is applied to S Group's co-op members and members of the co-op household.

## 5. COMMUNICATION BETWEEN THE BANK AND THE CUSTOMER

## 5.1. Customer's obligation to inform

You must inform us of your name, personal identity code/date of birth, telephone number, your email address and postal address; and of any changes to these, as well as providing the customer identification information we request at any given time. You must inform us of any changes to your contact information so that we can contact you and, if necessary, send you

a request to verify the correctness of a service you have used, a payment order you have made or a message you have sent.

## 5.2. Notification of changes to the agreement, its terms and conditions and the price list

We will notify you of any amendments to the agreement, these terms and conditions and the price list in digital format.

## 5.3. Other notifications by the bank

We will notify you of threats related to the security of banking transactions either on our website, S-mobiili, our social media channels, with a message sent to your e-mail or postal address, by telephone or text message.

We will notify you of any other matters related to this agreement and the use of the restricted means of identification or digital services (such as closing or restricting the use of the means of identification) by telephone, a message in the online banking service, in S-mobilli, in digital format, or writing to the email address we have agreed on with you or the postal address that you have given us or the Digital and Population Data Services Agency.

You must monitor the messages we send to you in the online banking service, as well as our alerts about messages waiting for you in the online banking service.

#### 5.4. Customer contacts and notifications

You can contact us in matters related to this agreement by an online banking message, in S-mobili or chat, a visit to our customer service point, a letter or by calling us, with the following exceptions:

- Report your lost means of identification primarilyto the blocking service that is
  open 24 hours a day: When calling from within Finland, call 09 6964 6820
  (local network charge/mobile network charge). When calling from abroad,
  call +358 9 6964 6820 (local network charge/mobile network charge). You
  can also report your lost means of identification by calling our customer service
  or by visiting our customer service points during their opening hours.
- Send us your claims and complaints, as well as your notice for the termination
  of the agreement by letter or an online banking message, in S-mobiili or
  another manner we have agreed on separately.

## 5.5. Date of service

When we give notice in digital format or send a notice by post to the address mentioned in section 5.3 of these terms and conditions, you will be deemed to have received the information or notice no later than on the seventh day after it was sent. Electronic notices are deemed to have been received by you on the date of our sending them.

We are deemed to have received your letter or message sent by post no later than on the seventh day after it was sent and, in the case of electronic notices, on the date of your sending them.

## 5.6. Language of service

The agreement is made and the services are provided in Finnish or Swedish. You can use our services in Finnish or Swedish. If you wish to use a language other than Finnish or Swedish, you will be liable for the costs of acquiring and using the interpretation services accepted by S-Bank.

## 5.7. Right of access to the terms and conditions and advance information during the agreement period

You can request the terms and conditions of the agreement and advance information about the agreement from us during the agreement period. We shall deliver them free of charge in accordance with section 5.2 of these terms and conditions.

## 6. DIGITAL SERVICES AND THEIR USE

To use the bank's digital services, you need

- · a means of identification offered or approved by S-Bank
- a computer, telephone or other device suitable for the use of digital services;
- a payment account with S-Bank.

To use S-mobiili, you must be a co-op member of the S Group or a member of the co-op member household.

Depending on the various terminal devices and the application used, the content and functionalities of the digital services may differ.

#### 6.1. Biometric identifiers in the S-mobili identification feature

Biometric identifiers can be used in S-mobiili for the verification of identity. Such identifiers may include fingerprints or facial features.

The introduction of biometric identification is voluntary, and its use does not restrict the use of the PIN. Biometric identification is based on the technologies used by device manufacturers. The bank is not able to process any biometric data entered in the device.

Before using the S-mobiili identification feature, make sure that the device does not contain biometric data from other users.

#### 6.2. Devices, software and data connections

The minimum technical requirements for the use of digital services are described on the bank's website at www.s-pankki.fi. It is not our responsibility to ensure that you are able to use the digital services with the devices you purchase unless they meet the stated minimum standards. You must purchase the devices, software and data connections required to use the services at your own expense.

You are responsible for the maintenance, use and protection of the devices and software and for the costs of data connections. We and you are responsible for the adequacy and appropriateness of the information security of our data communications systems.

#### 6.3. E-invoice

You can use the e-invoice receiving service to receive invoices sent to you in electronic format via S-Bank's digital services. The description of the Finvoice transmission service and the Finvoice application instructions prepared by Finance Finland apply to the service. These are available at finanssiala.fi.

'Sender' means a company that sends you invoices. 'E-invoicing address' means the address you have received from us, based on which the e-invoice will appear in the digital services.

Bringing the e-invoice receiving service to use or notifying the sender of the receiving address for the invoice does not automatically terminate any direct debit authorisation you have given or other payment transaction agreements.

You can check the e-invoice and accept it for payment through the digital services. The invoice will not be paid unless you separately accept it for payment.

## Receiving e-invoices

You will agree to receiving e-invoices with the invoice sender. For invoicing, you must notify the sender of your e-invoice address. You can suspend the receiving of e-invoices by notifying the sender.

The sender may reserve a processing time for the implementation of the change in the e-invoice address.

We are not responsible for the sender's actions or obliged to monitor whether the sender complies with the agreements it has entered into with you. The sender or we are not obligated to deliver an invoice delivered to you as an e-invoice in any other format. The sender is responsible for the content, accuracy and appropriateness of the e-invoice delivered. You need to check the e-invoice before paying it. You must make any comments regarding e-invoices to the sender.

The sender may include links in e-invoices. The sender is responsible for their operation and information security.

By using the e-invoice receiving service you accept that

- we have the right to disclose your identification information necessary for the transmission of the invoice to the sender of the invoice and to the sender's bank
- an e-invoice has been delivered to you once we have placed the e-invoice in the online banking service for you to process.

## Payment of e-invoices

To pay an e-invoice, you must separately accept the payment order concerning the invoice. We forward payments based on e-invoices as account transfers and apply the general terms and conditions for payment transmission. You can either accept a payment order separately for each invoice you receive or agree with us that we charge a specific e-invoice from your account on the due date.

You cannot cancel a payment once it has been charged from your account. We are not obligated to pay an e-invoice without a separate payment order.

We shall not be liable for any damage caused by your failure to approve an e-invoice or your late approval of an e-invoice, or your approval of an e-invoice with changed payment information or without checking its contents.

## Bank's liability

We shall ensure that the content of the e-invoice does not change during the time when we have it in our possession. We shall also ensure that you will be able to process the e-invoice in the online banking service at the latest on the second banking day after we receive it. We shall keep the e-invoice available to you for processing in the online banking service for at least two (2) months from the date it is delivered to us. After the retention period, we are not obligated to retain the e-invoice delivered to us or to deliver the e-invoice to you in another form.

## Limitations of the bank's liability

If the forwarding of e-invoices is prevented by a reason attributable to us, we shall only be obligated to pay the interest on late payment in accordance with the law, as well as reasonable investigation costs. We shall not be held liable if part of the information included in an e-invoice remains unprocessed because the sender has delivered the e-invoice material to us in a different format than the one we have specified as our format of receiving e-invoices.

We shall not be liable for any damage caused by the actions of the sender, the communications or telecommunications operator or any other third party. We or the sender's bank shall not be liable for any consequential or indirect damage to you or a third party, such as a loss of profit or income, tax consequences, loss of interest or other comparable loss that we cannot reasonably anticipate.

#### Interruption of the service

We shall not guarantee that the service will be available for use without interruptions, and we shall not be liable for any damage caused by interruptions. We may interrupt the provision of the service due to technical disruptions, maintenance or alterations, or for any other similar reason. In addition, we have the right to suspend the provision of the service due to misuse or compromise of information security, or if the service is used in a way that may cause damage to us or to third parties.

## 6.4. Legal actions in digital services

In digital services, you can issue orders, send applications and messages, and accept any offers we have made.

The use of a means of identification corresponds to your signature. All offers, orders, payments and other declarations of intent accepted using means of identification are binding on you.

You have S-Bank's restricted online banking codes, which means that your right to perform legal actions with S-Bank Group is limited. For example, you cannot open new bank accounts or make card applications in the online banking service.

## 6.5. Customer's ability to restrict payments in digital services

The account-specific daily online payment limit agreed upon in the relevant agreement applies to the use of the account through the online banking service and S-mobiili. You can change the limit in the online banking service.

You can check the currently valid online payment limits in the online banking service and at our customer service points.

## 6.6. Bank's right to suspend or restrict the use of digital services

We have the right to suspend or restrict the use of digital services for maintenance and repairs. We do not guarantee that digital services will be available for use without interruptions and shall not be liable for any damage caused by interruptions.

In addition to what has been agreed in section 9 of these terms and conditions, we also have the right to restrict the use of digital services or individual transaction services if the devices, software or communication connections you use compromise the security of the service or if ensuring the data security of the service otherwise requires the restriction of the services.

## 7. BANK'S RESTRICTED MEANS OF IDENTIFICATION

Restricted means of identification make it possible to sign in to S-Bank's digital services and also act as a means of payment in accordance with the Payment Services Act.

## Your obligations concerning means of identification

## 7.1. Keeping means of identification safe

Restricted online banking codes and S-mobilli identification downloaded on your device are personal. They must not be handed over or communicated, even partly, to a third party, not even to a family member, or to a separate application or service.

With this agreement, you undertake to take good care of the means of identification and to regularly ensure that they are safe. You must not write down your PIN code for online banking or S-mobiili in an easily recognisable form. You also undertake to keep your user ID for the online banking service, any PIN code you may have written down and the printout of your key codes separate from one another so that no one can connect them to each other. The various parts of the restricted online banking codes must not be stored in the same place, such as a handbag, wallet or at home in the same place.

## In particular, note the following:

- You must not, under any circumstances, give your online banking codes or the text message we have sent you containing a verification code to anyone asking for them orally over a phone call, by email or another message.
- You must not use online banking codes for logging in to the online banking service, identification or for any other banking transaction if you have accessed the login page through search engine results or the link to the login page has been sent to you by e-mail, text message, social media or other electronic means.

Check regularly, in the manner required by the circumstances, that all parts of the restricted online banking codes or your device that contains S-mobiili are safe.

In the presence of other people, protect your device with your hand or your body when you log in to the online banking service. This makes it impossible for third parties to see when you enter your online banking code or S-mobili PIN code.

You must not log in to the online banking service or approve payments using your means of identification if you have handed over the control of your device to another person via a remote connection. You must not use online banking codes on a device where malware has been detected or suspected.

However, you have the right to use our means of identification to identify yourself in the payment initiation services or account information services of an external service provider in accordance with the Payment Services Act.

## 7.2. Making a loss report

In order to prevent the unauthorised use of the services, you must inform us immediately if the means of identification or parts thereof (the online banking password, key code list, a device containing S-mobilli or the S-mobilli PIN code) have been lost, or there is reason to suspect that a third party may have them in their possession or has knowledge of them.

Report the loss primarily to the blocking service that is open 24 hours a day:

- Calling from within Finland: (09) 6964 6820
- Calling from abroad: +358 9 6964 6820

You can also file a report at our customer service points during their opening hours. We have the right to prevent the use of our means of identification and digital services after receiving a loss report.

## 7.3. Complaints and making a claim for compensation

You must submit a written claim for unauthorised and incorrect transactions without undue delay.

## 8. CUSTOMER'S LIABILITY FOR THE USE OF MEANS OF IDENTIFICATION

- **8.1.** Your liability for using means of identification as a means of payment You will only be liable for the use of restricted online banking codes or restricted S-mobili identification if:
- you hand over the means of identification to an unauthorised user or hand them over to a third party an online banking session opened with your means of identification;

- 2) you neglect your duties arising from the terms in paragraph 7.1 due to carelessness; or
- 3) You fail to notify us without undue delay of any loss of means of identification you have discovered, the falling into the possession of another party or unauthorised use of your means of identification in accordance with paragraph 7.2 of these terms and conditions.

Your liability for the unauthorised use of means of identification in cases referred to in paragraphs 2 and 3 shall not be more than 50 euros. This limit shall not apply if you have acted deliberately or with gross negligence.

However, you shall not be liable for unauthorised use of the means of identification:

- after we have been notified of the loss of the means of identification, or
  of the means having fallen into the possession of an unauthorised user, or
  having been used without authorisation.
- 2) if we have not required strong authentication of the payer.
- 3) Regardless of what is stated above, you shall always be liable for the unauthorised use of the means of identification if you deliberately file a false report or otherwise act in a deceitful manner.

## 9. BANK'S RIGHT TO BLOCK THE USE OF MEANS OF IDENTIFICATION

We have the right to block or restrict the use of means of identification if:

- 1) the secure use of the means of identification has been compromised;
- there is reason to suspect that another person is using your means of identification;
- there is reason to suspect unauthorised or fraudulent use of the means of identification or that the digital service is used in violation of the law or this agreement;
- 4) you pass away or become subject to international sanctions;
- 5) an evident inaccuracy is associated with the means of identification;
- despite our request, you do not provide the information required by law for the identification of the customer;
- 7) a guardian is appointed for you;
- 8) the means of identification are used as a means of payment and we suspect that the recipient is fraudulent;
- 9) the means of identification as a means of payment enable the use of credit, and the risk that the user of the payment service responsible for paying the credit is unable to meet their payment obligations, has significantly increased, or the user is filed for bankruptcy or is applying for the restructuring of private debt.
- 10) the communications or telecommunications equipment or software you use puts the security of the digital service at risk.

We will inform you of the closing of the means of identification or the restriction of their use and the reasons for this in advance in accordance with paragraph 5.3 these terms and conditions. However, the notification may be made immediately after the closure of the means of identification if justified in order to prevent or limit damage. The notification is not made if it would compromise the reliability or security of payment systems, for example, or if it is otherwise prohibited by law.

## Restoring access to means of identification

You can request the restoration of the use of your means of identification that have been closed by the bank by calling our telephone service or by visiting the bank's customer service point.

We will restore access to means of identification or provide you with new means of identification when there are no longer reasons for closing them.

## 10. LIABILITY FOR DAMAGES

## 10.1. Bank's liability and its limitations

We shall not be liable for any damage caused by your not being able to use the service due to a technical interruption or a maintenance or update break.

We are obligated to compensate you for any loss of interest and expenses incurred by you as a result of a transaction that was not executed or that was executed incorrectly.

We shall only be obligated to compensate you for any direct losses caused by an error or omission attributable to us. Such direct losses include your investigation costs necessary to investigate the error.

We shall be liable for any indirect loss caused to you by our negligence only in the case of conduct that is contrary to the obligations laid down in the Payment Services Act. In such a case, indirect losses are considered to be the loss of income caused by our erroneous conduct or the measures resulting from it, damage caused by an obligation under another agreement or other comparable loss. However, we shall not be liable for indirect losses caused by an error or neglect in the execution of a payment order, unless the damage was caused intentionally or through gross negligence.

You shall not be entitled to compensation if you do not report the error to us within a reasonable time after you detect it or you should have detected it.

We shall only refund the service fees we have charged insofar as they concern the error or negligence that caused the damage.

## 10.2. Customer's duty of damage limitation

If you suffer damage, you must take reasonable measures to limit the damage. If you neglect damage limitation, you will be personally liable for any damage in this respect.

We can negotiate damages payable by us due to conduct that violates the law or the agreement if the damages are unreasonable, taking into account the cause of the violation, your potential contribution to the loss, the consideration payable for the payment service, our ability to anticipate and prevent the loss, and other circumstances.

## 10.3. Force majeure

Neither party (you or us) shall be liable for any loss if it can prove that the fulfilment of its obligations was prevented by an unusual and unforeseeable reason beyond its control and the consequences of which it could not have avoided by taking all due care. We shall also not be liable for any loss if the fulfilment of an obligation arising from this agreement is contrary to our legal obligations. A party to the agreement is obligated to inform the other party of any force majeure it has become affected by as soon as possible.

We may announce a force majeure on our website, by telephone, through our customer service points or in any other manner we consider best.

## 11. PERSONAL DATA PROCESSING

We shall process all personal data in accordance with current legislation on data protection and credit institutions, and shall otherwise ensure the protection of privacy and banking secrecy in all processing of personal data. We process personal data for the purpose of managing our services and operations. We gather information from the person registered or to be registered in our customer registry or from their representatives, public registries maintained by authorities, as well as from credit report and customer default registries.

With SOK Corporation, we process personal data in a limited manner as joint controllers. The scope of this joint register includes those natural persons who are both co-op members or members of co-op member households and S-Bank's customers, as well as customers who have joined as co-op members in the Liity asiakasomistajaksi online service. Natural persons who have signed an agreement for the use of S-mobiili are also included in the joint register. We provide personal data to the joint register and receive personal data from the joint register.

Data protection statements concerning our customer registries are available at our customer service points and on our website, which also provide more detailed information on the use and disclosure of personal data. For more information, please visit www.s-pankki.fi/tietosuoja.

You have the right to know what information about you has been recorded in the bank's customer registry, as well the right to demand corrections of erroneous or deficient information, as well as to have registered information removed if it is unnecessary for the purpose of processing or outdated. If you wish to check your personal data, you must identify yourself electronically to make a request for this through our online service channels or otherwise in writing in a way that allows your identity to be properly verified.

By using the service, you give your express consent for us to process the personal data necessary for the provision of the service in accordance with this agreement.

We shall verify the time of the order, application and agreement and other transactions in the information system we maintain and/or from the telephone conversation we have recorded. We can use these for risk management, and you and we are also able to use them as evidence in resolving any disputes.

We have the right to disclose information about you in accordance with the legislation in force at any given time and the regulations issued by the authorities.

## 12. COPYRIGHT AND TRADEMARKS

Copyrights, trademarks and other immaterial rights related to digital services and the applications and software we offer belong to the bank or S-Bank Group.

You must not copy, publish or disseminate information contained in the digital services without the written consent of the copyright owner.

The copying, distribution, modification or all commercial use of the material without our prior consent is prohibited.

#### 13. PROCESSING CUSTOMER COMPLAINTS

We will respond to any complaint with a message sent via the online banking service or letter. We will send you a reply within 15 banking days of receiving your complaint. If we cannot provide a response within the time limit for a reason that is beyond our control, we will give you an interim response indicating the reason for the delay and the time limit by which you will receive the final response. We will provide a final response to you within 35 banking days of receiving your complaint.

## 14. CUSTOMER ADVICE AND DISPUTES

If you have questions about these terms and conditions, you must always primarily contact us. As a retail customer, you can submit a dispute concerning these terms and conditions for consideration to the Finnish Financial Ombudsman Bureau (FINE, www.fine.fi) or the Consumer Disputes Board (KRIL, www.kuluttajariita.fi). A small enterprise may submit a dispute concerning these terms and conditions to the Finnish Financial Ombudsman Bureau for consideration.

#### 15. JURISDICTION AND APPLICABLE LAW

You as a retail customer and we as a bank may take action against each other regarding any disputes arising from this agreement in the district court of the locality in Finland under whose jurisdiction you have a domicile or permanent residence.

If you no longer have a domicile or permanent residence in Finland at the time when the action is brought, the action can be brought at the district court of the locality in Finland under whose jurisdiction you were domiciled or had permanent residence at the time when the agreement was entered into.

If, at the time of entering the agreement, you did not have a domicile or permanent residence in Finland, the action shall be brought in the district court in the Member State of the European Union under whose jurisdiction you have your domicile or permanent residence. If you do not have a residence in the European Union, any disputes shall be settled in the District Court of Helsinki.

This agreement is governed by Finnish law.

This document is a translation. If there are any discrepancies between the translation and the original Finnish document, the Finnish document shall prevail.



# GENERAL TERMS AND CONDITIONS FOR S-BANK'S DIGITAL SERVICES AND RESTRICTED ONLINE BANKING CODES

Read our terms and conditions carefully before using the service. On this page, you will find a summary of the terms and conditions that you should pay particular attention to.

# CHANGE YOUR DAILY ONLINE PAYMENT LIMITS FOR YOUR ACCOUNTS TO SUIT YOUR NEEDS

Daily limits for online payments increase the security of your accounts by limiting the total amount of payments that can be made from your accounts in a single day. The payment limit applies to all bank transfers you make in S-mobiili and the online bank, as well as online payments that come out of your account. The payment limit does not apply to transfers between your own accounts or to card payments. You can set a daily payment limit of 1–50,000 euros for each of your accounts and easily change them in the online bank as you wish.

Read more in section 6.5 Customer's ability to restrict payments in digital services.

# DO NOT SHARE YOUR ONLINE BANKING CODES OR THE CONFIRMATION CODE WE SEND YOU AS A TEXT MESSAGE WITH AN OUTSIDER

Online banking codes are personal and must not be made available to anyone else – not even to family members, interpreters or personal assistants. With your online banking codes, an outside party can log in to the digital services of any operator and make agreements or orders that are binding on you. In particular, remember that banks or authorities never ask for your online banking codes or other banking credentials by phone or email.

## KEEP YOUR ONLINE BANKING CODES AND PHONE SAFE

The means of identification S-Bank uses are restricted online banking codes and restricted S-mobiili identification, which you can enable in the S-mobiili application. Keep the various parts of the means of identification (user ID, password and keycodes) separate and regularly check that they are safe. When you take good care of your means of identification, you will not be held liable even if they are used by a third party. Never log in to the online banking service or confirm payments if you have accessed the login page through search engine results, handed over the control of your device to another person via a remote connection, or if the link to the login page has been sent to you by e-mail, text message, social media or other electronic means. Read more about secure banking on our website at s-pankki.fi/turvallisuus.

Read more in section 7.1. Keeping means of identification safe.

# IMMEDIATELY REPORT ANY LOSS OR MISUSE OF YOUR ONLINE BANKING CODES OR YOUR PHONES

Notify the card blocking service immediately if any of the following is lost or you suspect that someone has used them without authorisation:

- · user ID for the online banking service
- online banking password
- · online banking keycode list
- · S-mobiili PIN code
- · phone with S-mobiili and S-mobiili identification

The card blocking service number is +358 9 6964 6820 (local network charge/mobile network charge), and it is open around the clock. Write down the number of the card blocking service or save it on your phone.

Read more under section 7.2. Making a loss report.

## **PERSONAL DATA**

You can find more information about processing your personal data at s-pankki.fi/tietosuoja.



## GENERAL TERMS AND CONDITIONS FOR DIGITAL SERVICES AND RESTRICTED ONLINE BANKING CODES

Valid from 1 November 2025.

#### 1 SCOPE OF APPLICATION

These are the general terms and conditions of S-Bank's digital services and restricted online banking codes.

## 2. DEFINITIONS

You are a customer, that is, a natural person that is party to the agreement.

**Guardian** is your legal representative. The guardianship status is based on either law (minors) or a guardianship authority or a court order (adults for whom a guardian has been appointed).

The account holder is a person to whom we are obliged to repay the funds deposited in the account, and who can control the account and the funds in the account as they choose unless otherwise stated below. There may be one or more account holders.

A person authorised to use the account is a person to whom the account holder may grant authorisation to use the account in accordance with terms and conditions and to the extent defined in their power of attorney. One or more persons may be authorised to use the account.

**S-Bank Group** consists of S-Bank Plc and its subsidiaries, such as S-Bank Fund Management Ltd.

**S-mobili** is a mobile application for S Group's co-op members and members of co-op member households that also includes the banking services offered by S-Bank Group to co-op members and members of co-op member households.

An electronic notification is an email, text message or a message sent in the online banking service.

**Sending in digital format means** that we send a message to you via the online banking service, as well as an email reminder of the message waiting for you in the online banking service.

**Digital services** include online banking services used via a computer or a mobile device and the S-mobili app. The banking and investment service functions of the S-mobili app also belong to the digital services. Through the digital services, you can also use our services electronically.

**Transaction services** have their own terms and conditions. Transaction services include the transmission of payments and e-invoices that we offer. If the terms and conditions of the transaction service are in conflict with these terms and conditions, the separate terms and conditions of the transaction service shall be primarily applied, unless otherwise agreed later. We have the right to make changes to our service selection and the operation and content of the transaction service.

**Telephone service** refers to serving an identified customer over the telephone or the chat service.

## S-Bank's restricted means of identification include

- Restricted online banking codes that consist of the user ID we have issued
  that identifies your customer relationship, a personal password you have
  chosen, and a key code which is shown in the key code table.
- Restricted S-mobiili identification, consisting of an application uploaded to a mobile device, a personal PIN code of your choice and/or a biometric identifier, such as a fingerprint or facial photo. You can enable S-mobiili identification in S-mobiili

Restricted online banking codes and restricted S-mobiili identification do not constitute strong electronic identification in accordance with the Identification Act.

International sanctions include sanctions, economic sanctions, bans on exports or imports, embargoes and other restrictive measures. International sanctions are imposed, managed, adopted and implemented by the State of Finland, the United Nations, the European Union, the United States of America and the United Kingdom, and their competent authorities or institutions.

The agreement is an entity consisting of the Digital services and means of identification agreement, these terms and conditions and our service price list.

## 3. ENTRY INTO EFFECT, AMENDMENT AND TERMINATION OF THE AGREEMENT

The agreement enters into force once both parties and, in the case of a legally incompetent customer, the customer's guardian have approved it. A person with guardians may, however, enter into an online banking code agreement with us in order to use account funds that they have the right to use on the basis of the Guardianship Services Act. The agreement remains in force until further notice. By signing, the guardian confirms that the ward can keep and use personal restricted means of identification in accordance with the terms of the agreement.

**3.1.** Amending the agreement, its terms and conditions and the price list We may amend this agreement, its terms and conditions and the price list by mutual agreement.

We may also amend the agreement by notifying you. We will notify you of any amendments to the agreement, its terms and conditions, or the price list in accordance with section 5.2. The amendment may take effect-no earlier than two (2) months after the notification was sent.

The agreement shall remain in effect with the amended content, unless you notify us in writing that you object to the amendment by the date of its entry into effect. You have the right to terminate the agreement with immediate effect until the date when the amendments are to take effect. If you object to the amendments, you and we have the right to terminate this agreement in accordance with these terms and conditions.

## 3.2. Termination of the agreement

You have the right to terminate the agreement with immediate effect by notifying us in accordance with section 5.4. We reserve a reasonable time for closing the service.

We have the right to terminate the agreement after two (2) months from the date of sending the notice of termination. We will send a written notice of termination to the email address that you have agreed on with us or to the postal address you have given us or the Digital and Population Data Services Agency.

If either of the parties (you or us) fails to fulfil its obligations under this agreement, the other party is entitled to cancel the agreement. We also have the right to terminate the agreement if S-Bank no longer has a payment account to which you have access. We will send a written cancellation notice to the email address that you have agreed on with us or to the postal address you have given us or the Digital and Population Data Services Agency.

If your co-op membership ends or you are no longer a member of a co-op member household, you cannot use S-mobili any more. We will then apply the S-Bank service price list for persons other than co-op members to your online banking codes.

## 3.3. Transferring the agreement

We have the right to transfer our rights and obligations under this agreement to a party determined by us.

You are not entitled to transfer the agreement to another.

## 4. FEES AND CHARGES RELATED TO THE USE OF THE SERVICES

We shall have the right to debit charges and fees in accordance with the service price list valid at the time.

We will debit the charges and fees primarily from the account specified in the agreement. If your primary account has been terminated, we will debit your other account with S-Bank. The service price list is available on our website, in the online banking service and at our customer service points. The co-op members price list is applied to S Group's co-op members and members of the co-op household.

## 5. COMMUNICATION BETWEEN THE BANK AND THE CUSTOMER

## 5.1. Customer's obligation to inform

You must inform us of your name, personal identity code/date of birth, telephone number, your email address and postal address; and of any changes to these, as well as providing the customer identification information we request at any given time. You must inform us of any changes to your contact information so that we can contact you and, if necessary, send you a request to verify the correctness of a service you have used, a payment order you have made or a message you have sent.

## 5.2. Notification of changes to the agreement, its terms and conditions and the price list

We will notify you of any amendments to the agreement, these terms and conditions and the price list in digital format.

## 5.3. Other notifications by the bank

We will notify you of threats related to the security of banking transactions either on our website, S-mobiili, our social media channels, with a message sent to your e-mail or postal address, by telephone or text message.

We will notify you of any other matters related to this agreement and the use of the restricted means of identification or digital services (such as closing or restricting the use of the means of identification) by telephone, a message in the online banking service, in S-mobili, in digital format, or writing to the email address we have agreed on with you or the postal address that you have given us or the Digital and Population Data Services Agency.

You must monitor the messages we send to you in the online banking service, as well as our alerts about messages waiting for you in the online banking service.

## 5.4. Customer contacts and notifications

You can contact us in matters related to this agreement by an online banking message, in S-mobili or chat, a visit to our customer service point, a letter or by calling us, with the following exceptions:

- Report your lost means of identification primarilyto the blocking service that is open 24 hours a day: When calling from within Finland, call 09 6964 6820 (local network charge/mobile network charge). When calling from abroad, call +358 9 6964 6820 (local network charge/mobile network charge). You can also report your lost means of identification by calling our customer service or by visiting our customer service points during their opening hours.
- Send us your claims and complaints, as well as your notice for the termination of the agreement by letter or an online banking message, in S-mobiili or another manner we have agreed on separately.

## 5.5. Date of service

When we give notice in digital format or send a notice by post to the address mentioned in section 5.3 of these terms and conditions, you will be deemed to have received the information or notice no later than on the seventh day after it was sent. Electronic notices are deemed to have been received by you on the date of our sending them.

We are deemed to have received your letter or message sent by post no later than on the seventh day after it was sent and, in the case of electronic notices, on the date of your sending them.

## 5.6. Language of service

The agreement is made and the services are provided in Finnish or Swedish. You can use our services in Finnish or Swedish. If you wish to use a language other than Finnish or Swedish, you will be liable for the costs of acquiring and using the interpretation services accepted by S-Bank.

## 5.7. Right of access to the terms and conditions and advance information during the agreement period

You can request the terms and conditions of the agreement and advance information about the agreement from us during the agreement period. We shall deliver them free of charge in accordance with section 5.2 of these terms and conditions.

#### 6. DIGITAL SERVICES AND THEIR USE

To use the bank's digital services, you need

- a means of identification offered or approved by S-Bank
- a computer, telephone or other device suitable for the use of digital services; and
- a payment account with S-Bank.

To use S-mobiili, you must be a co-op member of the S Group or a member of the co-op member household.

Depending on the various terminal devices and the application used, the content and functionalities of the digital services may differ.

#### 6.1. Biometric identifiers in the S-mobiili identification feature

Biometric identifiers can be used in S-mobiili for the verification of identity. Such identifiers may include fingerprints or facial features.

The introduction of biometric identification is voluntary, and its use does not restrict the use of the PIN. Biometric identification is based on the technologies used by device manufacturers. The bank is not able to process any biometric data entered in the device.

Before using the S-mobiili identification feature, make sure that the device does not contain biometric data from other users.

## 6.2. Devices, software and data connections

The minimum technical requirements for the use of digital services are described on the bank's website at www.s-pankki.fi. It is not our responsibility to ensure that you are able to use the digital services with the devices you purchase unless they meet the stated minimum standards. You must purchase the devices, software and data connections required to use the services at your own expense.

You are responsible for the maintenance, use and protection of the devices and software and for the costs of data connections. You are also responsible for the security of the devices and connections that you use, as well as for keeping the software on the devices up to date. We and you are responsible for the adequacy and appropriateness of the information security of our own data communications systems.

## 6.3. E-invoice

You can use the e-invoice receiving service to receive invoices sent to you in electronic format via S-Bank's digital services. The description of the Finvoice transmission service and the Finvoice application instructions prepared by Finance Finland apply to the service. These are available at finanssiala.fi.

'Sender' means a company that sends you invoices. 'E-invoicing address' means the address you have received from us, based on which the e-invoice will appear in the digital services.

Bringing the e-invoice receiving service to use or notifying the sender of the receiving address for the invoice does not automatically terminate any direct debit authorisation you have given or other payment transaction agreements.

You can check the e-invoice and accept it for payment through the digital services. The invoice will not be paid unless you separately accept it for payment.

Account holders and authorised users of an e-invoice debit account have access to the due and debited e-invoice account transactions and e-invoice breakdowns via digital services.

## Receiving e-invoices

You will agree to receiving e-invoices with the invoice sender. For invoicing, you must notify the sender of your e-invoice address. You can suspend the receiving of e-invoices by notifying the sender.

The sender may reserve a processing time for the implementation of the change in the e-invoice address.

We are not responsible for the sender's actions or obliged to monitor whether the sender complies with the agreements it has entered into with you. The sender or we are not obligated to deliver an invoice delivered to you as an e-invoice in any other format. The sender is responsible for the

content, accuracy and appropriateness of the e-invoice delivered. You need to check the e-invoice before paying it. You must make any comments regarding e-invoices to the sender.

The sender may include links in e-invoices. The sender is responsible for their operation and information security.

By using the e-invoice receiving service you accept that

- we have the right to disclose your identification information necessary for the transmission of the invoice to the sender of the invoice and to the sender's bank
- an e-invoice has been delivered to you once we have placed the e-invoice in the online banking service for you to process.

## Payment of e-invoices

To pay an e-invoice, you must separately accept the payment order concerning the invoice. We forward payments based on e-invoices as account transfers and apply the general terms and conditions for payment transmission. You can either accept a payment order separately for each invoice you receive or agree with us that we charge a specific e-invoice from your account on the due date. You cannot cancel a payment once it has been charged from your account. We are not obligated to pay an e-invoice without a separate payment order.

We shall not be liable for any damage caused by your failure to approve an e-invoice or your late approval of an e-invoice, or your approval of an e-invoice with changed payment information or without checking its contents.

#### Bank's liability

We shall ensure that the content of the e-invoice does not change during the time when we have it in our possession. We shall also ensure that you will be able to process the e-invoice in the online banking service at the latest on the second banking day after we receive it. We shall keep the e-invoice available to you for processing in the online banking service for at least two (2) months from the date it is delivered to us. After the retention period, we are not obligated to retain the e-invoice delivered to us or to deliver the e-invoice to you in another form.

## Limitations of the bank's liability

If the forwarding of e-invoices is prevented by a reason attributable to us, we shall only be obligated to pay the interest on late payment in accordance with the law, as well as reasonable investigation costs. We shall not be held liable if part of the information included in an e-invoice remains unprocessed because the sender has delivered the e-invoice material to us in a different format than the one we have specified as our format of receiving e-invoices.

We shall not be liable for any damage caused by the actions of the sender, the communications or telecommunications operator or any other third party. We or the sender's bank shall not be liable for any consequential or indirect damage to you or a third party, such as a loss of profit or income, tax consequences, loss of interest or other comparable loss that we cannot reasonably anticipate.

## Interruption of the service

We shall not guarantee that the service will be available for use without interruptions, and we shall not be liable for any damage caused by interruptions. We may interrupt the provision of the service due to technical disruptions, maintenance or alterations, or for any other similar reason. In addition, we have the right to suspend the provision of the service due to misuse or compromise of information security, or if the service is used in a way that may cause damage to us or to third parties.

## 6.4. Legal actions in digital services

In digital services, you can issue orders, send applications and messages, and accept any offers we have made.

The use of a means of identification corresponds to your signature. All offers, orders, payments and other declarations of intent accepted using means of identification are binding on you.

You have S-Bank's restricted online banking codes, which means that your right to perform legal actions with S-Bank Group is limited. For example, you cannot open new bank accounts or make card applications in the online banking service.

## 6.5. Customer's ability to restrict payments in digital services

The account-specific daily online payment limit agreed upon in the relevant agreement applies to the use of the account through the online banking service and S-mobiili. You can change the limit in the online banking service.

You can check the currently valid online payment limits in the online banking service and at our customer service points.

## 6.6. Bank's right to suspend or restrict the use of digital services

We have the right to suspend or restrict the use of digital services for maintenance and repairs. We do not guarantee that digital services will be available for use without interruptions and shall not be liable for any damage caused by interruptions.

In addition to what has been agreed in section 9 of these terms and conditions, we also have the right to restrict the use of digital services or individual transaction services if the devices, software or communication connections you use compromise the security of the service or if ensuring the data security of the service otherwise requires the restriction of the services.

## 7. BANK'S RESTRICTED MEANS OF IDENTIFICATION

You can log in to S-Bank's digital services with restricted means of identification. Means of identification are also means of payment in accordance with the Payment Services Act.

## Your obligations concerning means of identification

## 7.1. Keeping means of identification safe

Restricted online banking codes and S-mobiili identification downloaded on your device are personal. They must not be handed over or communicated, even partly, to a third party, not even to a family member, or to a separate application or service.

With this agreement, you undertake to take good care of the means of identification and to regularly ensure that they are safe. You must not write down your PIN code for online banking or S-mobiili in an easily recognisable form. You also undertake to keep your user ID for the online banking service, any PIN code you may have written down and the printout of your key codes separate from one another so that no one can connect them to each other. The various parts of the restricted online banking codes must not be stored in the same place, such as a handbag, wallet or at home in the same place.

## In particular, note the following:

- You must not, under any circumstances, give your online banking codes or the text message we have sent you containing a verification code to anyone asking for them orally over a phone call, by email or another message.
- You must not use online banking codes for logging in to the online banking service, identification or for any other banking transaction if you have accessed the login page through search engine results or the link to the login page has been sent to you by e-mail, text message, social media or other electronic means.

Check regularly, in the manner required by the circumstances, that all parts of the restricted online banking codes or your device that contains S-mobiili are safe.

In the presence of other people, protect your device with your hand or your body when you log in to the online banking service. This makes it impossible for third parties to see when you enter your online banking code or S-mobiili PIN code.

You must not log in to the online banking service or approve payments using your means of identification if you have handed over the control of your device to another person via a remote connection. You must not use online banking codes on a device where malware has been detected or suspected.

You can log in to S-Bank's digital services with restricted means of identification. Means of identification are also means of payment in accordance with the Payment Services Act.

## 7.2. Making a loss report

In order to prevent the unauthorised use of the services, you must inform us immediately if the means of identification or parts thereof (the online banking password, key code list, a device containing S-mobiili or the S-mobiili PIN code) have been lost, or there is reason to suspect that a third party may have them in their possession or has knowledge of them.

Report the loss primarily to the blocking service that is open 24 hours a day:

- When calling from within Finland, call 09 6964 6820 (local network charge/mobile network charge)
- When calling from abroad, call +358 9 6964 6820 (local network charge/ mobile network charge)

You can also file a report at our customer service points during their opening hours. We have the right to prevent the use of our means of identification and digital services after receiving a loss report.

## 7.3. Complaints and making a claim for compensation

You must submit a written claim for unauthorised and incorrect transactions without undue delay.

## 8. CUSTOMER'S LIABILITY FOR THE USE OF MEANS OF IDENTIFICATION

## 8.1. Your liability for using means of identification as a means of payment

You will only be liable for the use of restricted online banking codes or restricted S-mobili identification if:

- you hand over the means of identification to an unauthorised user or hand them over to a third party an online banking session opened with your means of identification;
- you neglect your duties arising from the terms in paragraph 7.1 due to carelessness; or
- 3) You fail to notify us without undue delay of any loss of means of identification you have discovered, the falling into the possession of another party or unauthorised use of your means of identification in accordance with paragraph 7.2 of these terms and conditions.

Your liability for the unauthorised use of means of identification in cases referred to in paragraphs 2 and 3 shall not be more than 50 euros. This limit shall not apply if you have acted deliberately or with gross negligence.

However, you shall not be liable for unauthorised use of the means of identification:

- after we have been notified of the loss of the means of identification, or
  of the means having fallen into the possession of an unauthorised user, or
  having been used without authorisation.
- 2) if we have not required strong authentication of the payer.
- 3) Regardless of what is stated above, you shall always be liable for the unauthorised use of the means of identification if you deliberately file a false report or otherwise act in a deceitful manner.

## 9. BANK'S RIGHT TO BLOCK THE USE OF MEANS OF IDENTIFICATION

We have the right to block or restrict the use of means of identification if:

- 1) the secure use of the means of identification has been compromised;
- 2) there is reason to suspect that another person is using your means of identification:
- there is reason to suspect unauthorised or fraudulent use of the means of identification or that the digital service is used in violation of the law or this agreement;
- 4) you pass away or become subject to international sanctions;
- 5) an evident inaccuracy is associated with the means of identification;
- despite our request, you do not provide the information required by law for the identification of the customer;
- 7) a guardian is appointed for you;
- 8) the means of identification are used as a means of payment and we suspect that the recipient is fraudulent;
- 9) the means of identification as a means of payment enable the use of credit, and the risk that the user of the payment service responsible for paying the credit is unable to meet their payment obligations, has significantly increased, or the user is filed for bankruptcy or is applying for the restructuring of private debt.
- 10) the communications or telecommunications equipment or software you use puts the security of the digital service at risk.

We will inform you of the closing of the means of identification or the restriction of their use and the reasons for this in advance in accordance with paragraph 5.3 these terms and conditions. However, the notification may be made immediately after the closure of the means of identification if justified in order to prevent or limit damage. The notification is not made if it would compromise the reliability or security of payment systems, for example, or if it is otherwise prohibited by law.

#### 9.1. Restoring access to means of identification

You can request the restoration of the use of your means of identification that have been closed by the bank by calling our telephone service or by visiting the bank's customer service point.

We will restore access to means of identification or provide you with new means of identification when there are no longer reasons for closing them.

#### 10. LIABILITY FOR DAMAGES

#### 10.1. Bank's liability and its limitations

We shall not be liable for any damage caused by your not being able to use the service due to a technical interruption or a maintenance or update break.

We are obligated to compensate you for any loss of interest and expenses incurred by you as a result of a transaction that was not executed or that was executed incorrectly.

We shall only be obligated to compensate you for any direct losses caused by an error or omission attributable to us. Such direct losses include your investigation costs necessary to investigate the error.

We shall be liable for any indirect loss caused to you by our negligence only in the case of conduct that is contrary to the obligations laid down in the Payment Services Act. In such a case, indirect losses are considered to be the loss of income caused by our erroneous conduct or the measures resulting from it, damage caused by an obligation under another agreement or other comparable loss. However, we shall not be liable for indirect losses caused by an error or neglect in the execution of a payment order, unless the damage was caused intentionally or through gross negligence.

You shall not be entitled to compensation if you do not report the error to us within a reasonable time after you detect it or you should have detected it.

We shall only refund the service fees we have charged insofar as they concern the error or negligence that caused the damage.

## 10.2. Customer's duty of damage limitation

If you suffer damage, you must take reasonable measures to limit the damage. If you neglect damage limitation, you will be personally liable for any damage in this respect.

We can negotiate damages payable by us due to conduct that violates the law or the agreement if the damages are unreasonable, taking into account the cause of the violation, your potential contribution to the loss, the consideration payable for the payment service, our ability to anticipate and prevent the loss, and other circumstances.

## 10.3. Force majeure

Neither party (you or us) shall be liable for any loss if it can prove that the fulfilment of its obligations was prevented by an unusual and unforeseeable reason beyond its control and the consequences of which it could not have avoided by taking all due care. We shall also not be liable for any loss if the fulfilment of an obligation arising from this agreement is contrary to our legal obligations. A party to the agreement is obligated to inform the other party of any force majeure it has become affected by as soon as possible.

We may announce a force majeure on our website, by telephone, through our customer service points or in any other manner we consider best.

## 11. PERSONAL DATA PROCESSING

We shall process all personal data in accordance with current legislation on data protection and credit institutions, and shall otherwise ensure the protection of privacy and banking secrecy in all processing of personal data. We process personal data for the purpose of managing our services and operations. We gather information from the person registered or to be registered in our customer registry or from their representatives, public registries maintained by authorities, as well as from credit report and customer default registries.

With SOK Corporation, we process personal data in a limited manner as joint controllers. The scope of this joint register includes those natural persons who are both co-op members or members of co-op member households and S-Bank's customers, as well as customers who have joined as co-op members in the Liity asiakasomistajaksi online service. Natural persons who have signed an agreement for the use of S-mobilil are also included in the joint register. We provide personal data to the joint register and receive personal

data from the joint register.

Data protection statements concerning our customer registries are available at our customer service points and on our website, which also provide more detailed information on the use and disclosure of personal data. For more information, please visit www.s-pankki.fi/tietosuoja.

You have the right to know what information about you has been recorded in the bank's customer registry, as well the right to demand corrections of erroneous or deficient information, as well as to have registered information removed if it is unnecessary for the purpose of processing or outdated. If you wish to check your personal data, you must identify yourself electronically to make a request for this through our online service channels or otherwise in writing in a way that allows your identity to be properly verified.

By using the service, you give your consent for us to process the personal data necessary for the provision of the service in accordance with this agreement.

We shall verify the time of the order, application and agreement and other transactions in the information system we maintain and/or from the telephone conversation we have recorded. We can use these for risk management, and you and we are also able to use them as evidence in resolving any disputes.

We have the right to disclose information about you in accordance with the legislation in force at any given time and the regulations issued by the authorities.

#### 12. COPYRIGHT AND TRADEMARKS

Copyrights, trademarks and other immaterial rights related to digital services and the applications and software we offer belong to the bank or S-Bank Group.

You must not copy, publish or disseminate information contained in the digital services without the written consent of the copyright owner.

The copying, distribution, modification or all commercial use of the material without our prior consent is prohibited.

## 13. PROCESSING CUSTOMER COMPLAINTS

We will respond to any complaint with a message sent via the online banking service or letter. We will send you a reply within 15 banking days of receiving your complaint. If we cannot provide a response within the time limit for a reason that is beyond our control, we will give you an interim response indicating the reason for the delay and the time limit by which you will receive the final response. We will provide a final response to you within 35 banking days of receiving your complaint.

## 14. CUSTOMER ADVICE AND DISPUTES

If you have questions about these terms and conditions, you must always primarily contact us. As a retail customer, you can submit a dispute concerning these terms and conditions for consideration to the Finnish Financial Ombudsman Bureau (FINE, www.fine.fi) or the Consumer Disputes Board (KRIL, www.kuluttajariita.fi). A small enterprise may submit a dispute concerning these terms and conditions to the Finnish Financial Ombudsman Bureau for consideration.

## 15. JURISDICTION AND APPLICABLE LAW

You as a retail customer and we as a bank may take action against each other regarding any disputes arising from this agreement in the district court of the locality in Finland under whose jurisdiction you have a domicile or permanent residence.

If you no longer have a domicile or permanent residence in Finland at the time when the action is brought, the action can be brought at the district court of the locality in Finland under whose jurisdiction you were domiciled or had permanent residence at the time when the agreement was entered into.

If, at the time of entering the agreement, you did not have a domicile or permanent residence in Finland, the action shall be brought in the district court in the Member State of the European Union under whose jurisdiction you have your domicile or permanent residence. If you do not have a residence in the European Union, any disputes shall be settled in the District Court of Helsinki.

This agreement is governed by Finnish law.

This document is a translation. If there are any discrepancies between the translation and the original Finnish document, the Finnish document shall prevail.