

# GENERAL TERMS AND CONDITIONS FOR S-BANK'S DIGITAL SERVICES AND MEANS OF IDENTIFICATION

Read our terms and conditions carefully before using the service. On this page, you will find a summary of the terms and conditions 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 6.6 of the terms and conditions. The 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 the authorities never ask for your online banking codes or other identifiers by phone, text message or email.**

## KEEP YOUR ONLINE BANKING CODES AND PHONE SAFE

The means of identification that S-Bank uses are online banking codes and S-mobiili identification, which you can use 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. If 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 sign in to an external service 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](https://s-pankki.fi/turvallisuus).

*Read more in section 8.1 of the terms and conditions. Keeping means of identification safe.*

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

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

- user ID for the online banking service
- online banking password
- online banking key code 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), which is open around the clock. Write down the number for the card blocking service or save it on your phone.

*Read more under section 8.2 of the terms and conditions. Making a loss report.*

## PERSONAL DATA

You can find more information about processing your personal data at [s-pankki.fi/tietosuoja](https://s-pankki.fi/tietosuoja).

## 1. SCOPE OF APPLICATION

These are the general terms and conditions for S-Bank's digital services and means of identification. We shall apply these terms to the use of the digital services and means of identification we offer. In addition, we apply these terms and conditions to the electronic identification of retail customers in accordance with the Act on Strong Electronic Identification and Electronic Trust Services (hereinafter "Identification Act") when they are identified using our means of identification.

## 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-mobiili** 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** can be an email, text message or a message sent via the online banking service, for example.

**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-mobiili app. The banking and investment service functions of the S-mobiili 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, as well as our financial and investment services. The transaction service may also be provided by another company belonging to S-Bank Group or a third party in accordance with their terms and conditions. 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 primarily apply, unless otherwise agreed later. We and other service providers have the right to make changes to our service selection and the operation and content of the transaction service.

**Telephone service** refers to serving a customer identified using S-Bank's means of identification by telephone or chat.

**S-Bank's means of identification** include

- **online banking codes** that consist of the user ID we have issued that identifies your customer relationship, the personal password you have selected and the code shown in the key code list.
- **S-mobiili identification**, consisting of an application downloaded to a mobile device, a personal PIN code and/or a biometric identifier, such as a fingerprint or facial features. You can start using S-mobiili identification by enabling it in S-mobiili.

**Our means of identification** are strong electronic means of identification in accordance with the Identification Act.

**International sanctions** include sanctions, economic sanctions, bans on exports or imports, embargoes or 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.

**A third party** is a party other than you or a company belonging to the S-Bank Group.

**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 the guardian of the legally incompetent customer have approved it. The agreement remains in force until further notice. By signing, the guardian confirms that the ward can keep and use personal means of identification in accordance with the terms of the agreement.

### 3.1. Right of withdrawal in distance selling

You have the right of withdrawal in accordance with Chapter 6a of the Consumer Protection Act as a consumer in the case of distance selling. The right of withdrawal shall be valid for 14 days from the date on which the distance sale agreement was concluded. If you wish to withdraw from an agreement on digital services and means of identification, please notify us by email via the online banking service or by post.

### 3.2. Amending the agreement, its terms and conditions and 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 of these terms and conditions. The amendment may take effect no earlier than two (2) months after the notification was sent.

The agreement will 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 force. 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.

### 3.3. Termination of the agreement

You have the right to terminate the agreement with immediate effect by notifying us in accordance with section 5.4 of these terms and conditions. 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 the notice of termination in writing to the email or postal address that you have agreed on with us and you have given us or to 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 shall send a written notice of cancellation to the email or postal address that you have agreed on with us and that you have given either to 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-mobiili any more. We will then apply the S-Bank service price list for persons other than co-op members to your online banking codes.

### 3.4. 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 have the right to charge 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, our 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. The customer's obligation to inform

You must inform us of your name, personal identity code, phone number, your email address and postal address; and any changes to these, as well as 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 the service you are using, the payment order you have made or the message you have sent.

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

We shall notify you of any changes 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 shall notify you of any other matters related to this agreement and the use of means of identification or digital services (such as closing or restricting the use of means of identification) by telephone, in S-mobiili, a message in the online banking service, 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 sending us a message in the online banking service, in S-mobiili or by chat, by visiting our customer service point, by post or by calling us, with the following exceptions:

- Report your lost means of identification primarily to the banking code blocking service that is open 24 hours a day: When calling from within Finland, call us at 09 6964 6820 (local network charge/mobile network charge). When calling from abroad, call us at +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 a message via the online banking service, in S-mobiili or in other manner 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 notifications (text message, email or message sent via the online banking service without an alert, or reminder) are considered to have been received by you on the date of our sending them.

We shall be deemed to have received your letter or message sent by post no later than on the seventh day after it was sent. We shall be deemed to have received your electronic notification on the date of your sending it.

### 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 during the agreement period

You can request the terms and conditions of 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

The use of our digital services requires

- 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 terminal device and the application used, the content and functionalities of digital services may differ.

### 6.1. Biometric identifiers for S-mobiili identification

Biometric identifiers can be used for S-mobiili identification. Such identifiers include a fingerprint and facial features.

The introduction of biometric identifiers is voluntary, and the use of biometric identifiers does not restrict the use of the PIN. The use of biometric identifiers is based on the technologies used by device manufacturers, and we do not have access to the identifiers you provide.

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

### 6.2. Devices, software and data connections

The minimum technical requirements for the use of digital services are described on our website at 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 you purchase 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. Digital investment services

In addition to these terms and conditions, the terms and conditions of the investment service agreement are applied when you use investment services in digital services. If the terms and conditions of the investment service agreement and these terms and conditions are in conflict, these terms and conditions shall apply when you submit an order or execute a transaction through digital services. Fund orders always comply primarily with the rules of the fund in question and, in the case of fund savings, the special terms and conditions for fund saving.

As concerns orders made through digital services, we do not have an obligation to assess the appropriateness of the financial instrument that is the subject of the order for you, if the execution or transmission of the order takes place on your initiative and the service relates to simple financial instruments referred to in the Investment Services Act.

We provide information on matters falling within the scope of the bank's obligation to inform and report any material changes to this information by sending a message via the online banking service or by making the information available to you in the online banking service or on our website.

We shall provide all reports related to orders placed through digital services and information on executed orders to the online banking service where they will be available to you.

You shall be responsible for ensuring we receive your orders. Our obligation to process an order starts as soon as the order has been accepted in our data system. We carry out the orders on the basis of the information you provide, and we are not obligated to check or supplement the order information. As the party placing the order, you are personally responsible for the correctness and financial effects of the order. We have the right to delete your order placed through digital services or refuse to receive an order if it is manifestly incorrect or if cancellation or refusal is necessary to avoid credit risk or for another weighty reason. We shall notify you without delay of such an action and its grounds in accordance with section 5.3 of these terms and conditions.

The orders you place shall be subject to the upper and lower limits we have set for the service at any given time. Such limits may relate to pre-trade or post-trade controls, for example, and may also be customer-specific. We also have the right to restrict trading through the digital service if proper execution of orders could be compromised.

With regard to trading through the digital services, you are responsible for investigating the issues affecting your decision-making. We believe that you have received sufficient information from us when you confirm, using the digital services, that you have familiarised yourself with the financial instrument that is the object of the order, S-Bank as a service provider or information about the execution of an investment service. Digital services or information obtained through them is not a request to buy or sell securities.

We may also offer, transmit or market, through the digital services, services provided by other service providers than S-Bank Group companies, either subject to a fee or free of charge, such as financial, information and financial services or information about such services. These third-party services are provided, transmitted, marketed and presented to you as such and without obligation. We are not party to an agreement between you and a third party and shall not be liable for any damage caused by any error in the service or information about such services produced or provided by a third party, such as incorrect information, delayed service or the availability of the service. When using third-party services, you agree to comply with the terms and conditions of this agreement and any specific terms, limitations of liability and instructions of the third party. A third party may also be a foreign company or entity.

We obtain the information provided in the service from sources that we consider reliable, but we do not guarantee the completeness, accuracy or continuous availability of the information. We may also change the manner in which the information is presented without informing the customer beforehand. Neither we nor our suppliers of information are liable for any damage caused by errors, omissions or delays in the digital services or in the information obtained through them, nor for any losses or loss of profits resulting from actions carried out on the basis of the digital service or the information obtained through it.

We have the right to change the range of investments services available through digital services, as well as their operation, content and availability during the agreement period. The service is directed at the Finnish market and is meant to be used in Finland. Finnish law shall apply to the service and distance agreements related to it, as well as to the bank's obligation to inform. We have the right to suspend the provision of investment services through digital services if you do not meet the conditions set for the use of the service at any given time. One reason for suspension of services may be your moving outside the European Economic Area, to the United States, for example. The suspension of the provision of investment services shall not affect the validity of this agreement. We can open the investment services for you when you again meet the terms and conditions set for the use of the service or for the customer of investment services.

#### **6.4. 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](https://finanssiala.fi).

The sender is 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.

The introduction of the e-invoice receiving service or notifying the sender of the receiving address for invoices 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 changes to the e-invoice address.

We shall not be responsible for the sender's actions, and we are not obliged to monitor whether the sender complies with the agreements it has entered into with you. The sender or we shall not be obligated to deliver an invoice delivered to you as an e-invoice in another form.

The sender is responsible for the content, accuracy and appropriateness of the e-invoice delivered. You need to check the e-invoice before it is paid. 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 reception service you will accept

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

#### **Payment of e-invoices**

To pay an e-invoice, you must separately approve 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 the 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 approval of an e-invoice late, with changed payment information or without checking its contents.

#### **Bank's liability**

We are responsible for ensuring that the content of the e-invoice does not change during the time 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 for you to process in the online banking service for at least two (2) months from the date it is delivered to us. After the retention period, we shall not be obligated to retain the e-invoice delivered to us or to deliver the e-invoice to you in another form.

#### **Limits on the bank's liability**

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

We shall not be liable for any damage caused by 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 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 suspend 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.

#### **6.5. Legal actions in digital services**

In digital services, you can accept agreements, issue orders and send applications and messages to companies belonging to S-Bank Group. Regarding bank accounts and payment cards, the number of agreements to be opened in digital services is limited. An agreement is created when you accept, using means of identification offered or approved by us, an offer made by a company belonging to S-Bank Group or when a company belonging to S-Bank Group approves an application you have made on the specified terms and conditions you have been informed of.

The use of the means of identification is equivalent to your signature. All agreements, orders, payments and other declarations of intent accepted using means of identification are binding on you.

If you are a minor, your right to perform legal acts with S-Bank Group companies is limited. For example, you cannot open new services in the online banking service.

#### **6.6. 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 in S-mobiili. You can change the online payment limit if you wish.

#### **6.7. 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 are liable for any damage caused by interruptions.

In addition to what has been agreed in section 10 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 data communications 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. IDENTIFICATION USING S-BANK'S MEANS OF IDENTIFICATION**

Our identification principles are available on our website at [s-pankki.fi](http://s-pankki.fi) and at our customer service points.

With our means of identification, you can also identify yourself with a third-party service as laid down in the Identification Act.

The terms and conditions of the agreement between you and the third-party service provider shall apply to the legal effects of the use of the means of identification in third-party services and to the responsibilities of the parties. We are not party to any agreements between you and a third party. We are not responsible for fulfilling their terms and conditions or providing advice on third-party services. We are only responsible for your identification with a third party.

### **8. S-BANK'S MEANS OF IDENTIFICATION**

Online banking codes and S-mobiili identification are means of identification referred to in the Identification Act. In connection with the granting of means of identification, we shall verify your identity in accordance with the identification principles.

We will deliver the bank codes to the Finnish postal address provided by you unless we separately agree with you otherwise. You can enable S-mobiili identification electronically in S-mobiili.

Means of identification are also means of payment in accordance with the Payment Services Act.

#### **Your obligations concerning means of identification**

##### **8.1. Keeping means of identification safe**

Online banking codes and the S-mobiili identification downloaded on a device are personal. They must not be handed over or communicated, even partly, to a third party, even if they are 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 printouts of your key codes separate from one another so that no one can connect them to each other.

In other words, the various parts of the 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 the phone, by email or in another message.
- You must not use online banking codes for logging in to the online banking service, signing in to an external service 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 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 stops third parties seeing 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.

However, you can use your means of identification when you identify yourself in the payment initiation services or account information services of an external service provider in accordance with the Payment Services Act.

##### **8.2. 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 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 notify us at our customer service points during their opening hours.

After receiving a loss report, we have the right to prevent the use of our means of identification and digital services.

##### **8.3. Complaints and making a claim for compensation**

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

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

Your liability is based on the purpose for which you use the means of identification.

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

You will only be liable for the use of online banking IDs or S-mobiili identification that have been lost or otherwise fallen in the hands of an unauthorised party, if:

- 1) you hand over the means of identification to an unauthorised user or hand over to a third party an online banking session opened with your means of identification

- 2) you neglect your obligation under section 8.1 of these terms and conditions due to carelessness; or
- 3) you fail to notify us without undue delay of any loss of means of identification you have noticed, the falling into the possession of another party or unauthorised use of your means of identification in accordance with paragraph 8.2 of these terms and conditions.

In the cases referred to in paragraphs 2) and 3) above, your liability for the unauthorised use of the means of identification shall not exceed 50 euros. This limit shall not apply if you have acted deliberately or with gross negligence.

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

- 1) after we have been notified of the loss of the means of identification, or of the means of identification having fallen into the possession of an unauthorised party, or having been used without authorisation, or
- 2) if we have not required strong authentication of the payer.

Regardless of what is stated above, you shall always be liable for the unauthorised use of the user means of identification if you have deliberately submitted a false report or otherwise acted in a deceitful manner.

### **9.2. Your liability for using means of identification as a means of strong electronic identification**

You shall be liable for the unauthorised use of means of identification that have been lost or fallen in the possession of an unauthorised user as a strong electronic means of identification only if:

- 1) you hand over the means of identification to another or hand over a service connection opened with your means of identification for use by a third party
- 2) the unauthorised use of the means of identification is caused by your negligence, which is not slight; or
- 3) you fail to notify us without undue delay of any loss of the means of identification you have noticed, the falling of the means of identification into the possession of another party or the unauthorised use of your means of identification in accordance with paragraph 8.2 of these terms and conditions.

However, you shall not be held liable for the unauthorised use of the means of identification as a strong electronic means of identification

- 1) after we have been notified of the means of identification having been lost, or fallen into the possession of an unauthorised user, or having been used without authorisation.
- 2) if a seller or service provider that uses the identification service we offer has neglected its obligation under section 18(4) or section 25(5) of the Identification Act to verify the existence of a restriction on the use of the means of identification or the blocking or closing of the means of identification.

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

We shall have the right to close 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;
- 3) 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;
- 6) 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 placed in liquidation or has been filed for bankruptcy or is applying for the restructuring of private debtor corporate restructuring or discontinues their payments
- 10) the communications or telecommunications equipment or software you use is putting the security of the digital service at risk.

We shall 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, we may also notify you immediately after the closure of the means of identification if this is justified in order to prevent or limit damage. We shall not notify you if the notification would compromise the reliability or security of payment systems, for example, or if it is otherwise prohibited by law.

### **10.1. Restoring access to means of identification**

If your means of identification has been deactivated, you can request its reactivation either by calling our customer service, by using our electronic channels or by visiting our customer service desk. We will return the deactivated means of identification to your use or provide you with a new one when there are no longer grounds for its deactivation.

## **11. LIABILITY FOR DAMAGES**

### **11.1. 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 shall be obligated to compensate you for any loss of interest incurred by you as a result of a transaction that was not executed or that was incorrectly executed, as well as any expenses charged from you for the payment transaction.

We shall only be obligated to compensate you for any direct loss 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 incurred by you as a result of our negligence only if our conduct was in violation of 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 detected it or should have detected it.

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

### **11.2. Customer's duty to limit damage**

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

We can negotiate damages payable by us due to conduct that violates the law or the agreement if it is 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 or other circumstances.

### **11.3. Force majeure**

Neither party (you or us) shall be liable for a 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 the obligations arising from this agreement is contrary to our other legal obligations. A party to the agreement is obligated to inform the other party of a 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.

## **12. 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 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. More detailed information on the use and disclosure of personal data is available in these statements. For more information, please visit [www.s-pankki.fi/tietosuoja](http://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 as the right to demand corrections of erroneous or deficient information, and 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 may 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.

### **13. COPYRIGHT AND TRADEMARKS**

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

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

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

### **14. PROCESSING CUSTOMER COMPLAINTS**

We will respond to any complaint by a message sent via the online banking service or by 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 deadline by which you will receive the final response. We will provide a final response to you within 35 banking days of receiving your complaint.

### **15. CUSTOMER ADVICE AND DISPUTES**

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

### **16. JURISDICTION AND APPLICABLE LAW**

You as a retail customer and we as a bank can 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 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 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 of 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.*