

## S-BANK'S CARD TERMS AND CONDITIONS

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

### IMPROVE THE SECURITY OF CARD USE EVEN MORE WITH SAFETY LIMITS

You can set a daily purchase, withdrawal and online payment limit for your card, as well as a geographical limit. You can easily set safety limits through the online banking service, S-mobiili and at our customer service points.

*Read more in section 12.1.*

### TAKE GOOD CARE OF YOUR PERSONAL CARD AND ITS PIN CODE

Your card and its PIN are personal and must not be handed over to anyone else – not even to a family member.

Take good care of your card and check regularly that the card is still safe, especially in public areas. If you have saved the card's payment information in the payment app, keep your mobile device as safe as your card.

Keep the PIN secret: enter the PIN in a way that others cannot see it. For small payments, use the contactless payment that works without the PIN. **Remember that banks or authorities never ask for your card information or PIN code by phone or online. Asking for your PIN by telephone is a criminal activity.**

When you take good care of your card and PIN, you will not be held liable even if the card or PIN fall in the hands of an outsider.

*Read more in sections 13.1 and 14.1 of the general card terms and conditions.*

### MONITOR YOUR CARD TRANSACTIONS

Check your card transactions regularly. If you notice unauthorized or incorrect transactions, make a claim for compensation quickly. If the claim is delayed, you may lose your right to compensation.

*Read more in sections 13.3 and 14.2.*

### IMMEDIATELY REPORT THE LOSS AND MISUSE OF THE CARD OR CARD INFORMATION

If you notice unauthorised use of your card, your card or its PIN is lost, or if your card is left in a cash machine, notify the card blocking service immediately:

- Calling from within Finland: 020 333 (24 h) (local network charge/mobile network charge)
- Calling from abroad: +358 20 333 or +358 800 1 2400 (local network charge/mobile network charge)

*Read more in section 13.2.*

### WE CAN CHANGE AN UNUSED CREDIT CARD TO A DEBIT CARD

When renewing your card, we always check that the features of your card still meet your needs. If you have not used the card's credit facility during the validity of the card, we can exchange your credit card for a debit card.

*Read more in section 1 of the terms and conditions for a Visa Credit account.*

### PERSONAL DATA

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

## GENERAL TERMS

### 1. GENERAL

These are the general terms and conditions for S-Bank's debit and credit cards. We apply these conditions to all cards we have granted to retail customers.

The cards contain one or more features, such as:

- debit feature
- credit facility
- contactless payment
- S-Etukortti card

You can combine the above features with the card according to the options we offer. The features allow you to use the services provided by us and other companies in accordance with the agreement on the use of the services and its terms and conditions.

### 2. DEFINITIONS

**Digital format** means that we send a message to you via the online banking service, as well as an email alert or a reminder of the message waiting for you in the online banking service. You can also read the message we have sent to the online banking service in S-mobiili.

**Digital services** are the online banking service and S-mobiili.

A **debit card** is a payment and cash withdrawal card, whose transactions are debited from the bank account to which the card is linked.

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

**Funds reservation** is a reservation made for card transactions for future charges or refunds. The funds reservation affects the amount available in the account linked to the card or on the credit account. The reserved funds will reduce or increase the amount available in the account. The funds reservation will be removed when the corresponding amount is debited from or credited to the account, and no later than seven (7) days from the date when the reservation was made.

**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.

A **third party** is a party other than you as the cardholder or we as the card issuer.

A **cardholder** is a person who has accepted these terms and conditions by a card application, which becomes a card agreement when the application is accepted. We will hand over a personal card to the cardholder.

**Cardholder's account** is the account to which the card is linked. A card with a debit feature is linked to a bank account. A credit account is linked to a card with a credit facility. If the card has both a debit feature and a credit facility, a bank and credit account is linked to it.

In these terms and conditions, a **card** means a physical card (for example, a plastic card or a payment sticker) or card information saved on a device (such as a mobile device payment application).

**Card information** includes the number, the expiry date and the three-digit card security code on the reverse side of the card.

A **card transaction** is a payment or withdrawal of funds where the card is concretely present or you provide the card information to approve the transaction. If you only use the card information for identification, this does not constitute a card transaction.

The time of **receiving a card transaction** is the time when we receive the information necessary for executing the transaction from the merchant's service provider.

**Contactless payment feature** is a feature attached to the card, allowing payment transactions to be accepted by taking the card close to the payment terminal. The PIN code does not need to be keyed in when a payment transaction is approved using a contactless payment. The contactless payment feature is indicated on the card that has it. The maximum amount of a contactless payment transaction is limited.

A **merchant** is a merchant or other service provider that accepts card payments.

A **payment terminal** is a device used by the merchant to read and verify the card information.

A **banking day** is a day when we are open so that we are able to execute the payment transaction. In Finland, banking days are weekdays from Monday to Friday. Finnish public holidays, Independence Day, May Day, Christmas Eve and Midsummer Eve are not banking days.

The **main cardholder** is the debtor of the credit account who has been designated as the main cardholder in the card and credit agreement. The credit invoice is only delivered to the main cardholder.

**S-Etukortti Debit** is a card that can only be used as a means of payment at outlets of S Group companies.

The **S-Etukortti card feature** entitles a member of a co-op member household to co-op member benefits. The S-Etukortti card can be obtained by a co-op member of S Group and a member of the co-op member household. S-Bank Plc is responsible for producing the payment features linked to the S-Etukortti card.

**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** is an e-mail, SMS or a message sent via the online banking service.

The **account holder** is the person to whose account the card is linked.

**Account information service** means a service other than that provided by S-Bank, in which information about payment accounts maintained by S-Bank or other account banks is provided through a data network at the customer's request.

A **PIN code** is the cardholder's personal and secret number series linked to the card. With the PIN code, the cardholder accepts debiting the account linked to the card.

The **card security code** is a three-digit number series on the reverse side of the card, which is used for card verification in online purchases.

The **safety limit** is the cash withdrawal limit set for the card, the purchase limit, the online purchase limit or the geographical area of use.

**Strong identification** means the electronic identification of the cardholder, which protects the confidentiality of the identification information. A strong identification procedure is based on at least two of the following three options that are independent of one another:

- a) information that only the cardholder knows
- b) something only the cardholder has in their possession
- c) a feature that identifies the cardholder

The **Visa Secure identification** service is a service that identifies both the cardholder and the merchant in connection with an online purchase.

**Visa** refers to Visa Inc. and companies belonging to the same group of companies.

**Visa Credit** is an international payment card granted by us to our customer and is part of the Visa system. Card transactions made with the card are debited from the credit account related to the card.

**Visa Debit** is an international payment card granted by us to our customer and is part of the Visa system. Card transactions made with the card are debited from the bank account related to the card.

**Visa Credit/Debit** is an international payment card granted by us to our customers and is part of the Visa system. Card transactions using the card are debited to either the debit or credit account related to the card, depending on your choice. The credit/debit card carries the card numbers for both the credit and debit feature.

A **parallel cardholder** is jointly and severally liable for compliance with the terms and conditions concerning the credit related to the card and the repayment of the credit together with the main cardholder.

### **3. ENTRY INTO FORCE, AMENDMENT AND TERMINATION OF THE CARD AGREEMENT**

#### **3.1. Card agreement**

We agree on the use of the card with you in an agreement. The agreement enters into force when we accept your card application. Once we have approved the application, we will deliver you a card in accordance with the agreement and our current policy.

The agreement consists of a card agreement, these terms and conditions and our service price list. In addition, you must comply with the security guidelines and the terms and conditions of other services you link to the card. In addition, account transfers, through which funds are transferred from a credit account to a bank account, are subject to the general terms and conditions for euro-denominated payments transmitted within the Single Euro Payments Area (General Terms and Conditions for the Transfer of Payments).

By signing the card application, you give us your consent to obtain and receive information about you that is related to the granting and supervision of the card from the credit information register of organisations engaged in credit information operations (such as Suomen Asiakastieto Oy).

#### **3.2. Cardholder with a guardian and guardian authorisation**

A person with a guardian may enter into a card agreement with us in order to use account funds that they have the right to use on the basis of the Guardianship Services Act. By signing, the guardian confirms that the ward can keep and use the card issued by us in accordance with the terms and conditions and gives their consent to the conclusion of the card agreement and the handing over of the card and its PIN to the ward.

A cardholder with a guardian may sign the card agreement alone and receive the card and its PIN if the provision on an incompetent account holder and the use of a bank account in accordance with the Act on Credit Institutions applies.

The guardian may agree with us on the use of the card on the basis of a guardian's power of attorney confirmed by the local register office.

#### **3.3. Validity of the agreement**

The agreement is in force until further notice. However, the agreement will expire at the end of the card's period of validity if we have not been able to deliver the card to you.

If you temporarily block the use of the card, the agreement for the temporarily blocked card will expire after three (3) months.

#### **3.4. Amendment of the card agreement, the card terms and conditions and the price list**

We may amend the card agreement, these terms and conditions and the price list by separate agreement. In addition, we may amend the card agreement, these terms and conditions and the price list by notifying you of the amendment of the agreement, the terms and conditions or the price list in accordance with section 6.3 of these terms and conditions. The amendment will take effect from the date we announce it. The amendment may take effect no earlier than two (2) months after the notification has been delivered.

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 day when the amendments take effect. If you object to the amendments, you and we have the right to terminate this agreement in accordance with section 3.5.1 of with these terms and conditions.

### **3.5. Terminating the agreement**

#### **3.5.1. Termination**

As the cardholder, you have the right to terminate the agreement with immediate effect by notifying us and destroying the card. After termination, the card must not be used.

We shall have the right to terminate the agreement after two (2) months from the date of sending the notice of termination. We shall send a notice of termination in accordance with section 6.3 of these terms and conditions. At the same time, we shall terminate all card features unless we agree with you otherwise or inform you otherwise.

If you cease to be a co-op member or a member of a co-op member household, your right to use your card with the S-Etukortti feature will also end. In this case, we cancel the card and you must destroy it. You can apply for a new card without the S-Etukortti card feature.

The cardholder and account holder are responsible for transactions made using the card before we receive the notice of termination.

#### **3.5.2. Cancellation**

We have the right to cancel the agreement if you, as the cardholder, are in material breach of our terms and conditions for the card or the account. If the agreement is cancelled, the card agreement and all features linked to the card will be terminated with immediate effect.

We shall send you a cancellation notice in accordance with section 6.3 of these terms and conditions.

### **4. RIGHT OF TRANSFER**

We have the right to transfer our receivables and other rights and obligations under this agreement to a party specified by us with transfer rights.

You shall have no right to transfer the agreement to another person.

### **5. FEES AND CHARGES RELATED TO CARD USE**

#### **5.1. Fees and charges**

We have the right to debit and collect from the account linked to the card the charges and fees in accordance with the valid card and account agreements, these terms and conditions and our service price list. The service price list is available on our website, in the online banking service and at our customer service points.

#### **5.2. Exchange rates applied**

We debit card transactions from the account linked to the card or enter them in euros to the credit account linked to the card. Transactions made in currencies other than the euro will be converted into euros at the wholesale exchange rate for the currency used by Visa. We will add the currency surcharge indicated in our service price list to the wholesale exchange rate. The exchange rate is determined on the day on which Visa receives the transaction from the merchant's service provider for processing. The exchange rate is not determined at the time of the transaction. We will inform you of the confirmed exchange rate for a card transaction afterwards in an invoice or in connection with an account transaction.

We will apply changes in the exchange rate immediately without prior notice.

We will inform you electronically of the exchange rate used as compared to the average rate of the European Central Bank when your first purchase of the month is in a currency of an EEA country other than the euro and monthly thereafter. The exchange rate is based on the moment when a request for a funds reservation is made. Thus, the rate may be different from the rate at the date of the final payment.

You have the right to refuse to receive electronic notifications of the exchange rate used.

A merchant or cash machine can offer you, as a cardholder, currency conversion before the payment transaction is initiated. The party providing the currency conversion must indicate the conversion costs and the exchange rate to be used before the payment transaction is initiated. We are not the provider of this service and we shall not be held responsible for it.

## **6. COMMUNICATION BETWEEN THE BANK AND THE CARDHOLDER**

### **6.1. Cardholder's obligation to inform**

As the cardholder, you must inform us of your name, personal identity code, telephone number, your email address, address and any changes to these, and provide a sample of your signature and any information related to customer identification we request at any time. As the cardholder, you must also, upon request, provide us with information concerning your financial position, as well as other information affecting the contractual relationship that is necessary for us. If you do not notify us of changes to the above information and the information is necessary for the management of the contractual relationship, we have the right to obtain the changed information and charge a processing fee for such information acquisition according to our service price list.

As the cardholder, you are responsible for the accuracy of the information you give us and provide. You must inform us of any changes to your contact details so that we can contact you and, if necessary, send you a request to verify the correctness of the service you have used, the payment order you have made or the message you have sent.

We have the right to block your card if your contact details are not up to date.

### **6.2. Card transaction details and checking them**

We shall provide information on debit transactions to be debited from the bank account as agreed in the account agreement. We shall provide information on credit transactions charged on the credit in a monthly invoice.

The account holder and the main cardholder must check the transactions without undue delay and immediately inform us of any unauthorised or erroneous transactions they notice.

### **6.3. Amendments to the agreement, the terms and conditions and the price list**

We shall notify you of any changes to the card and card agreement in digital format if you have signed an agreement on digital services with us. Otherwise, we shall send notifications to the email address that you have agreed on with us or to the postal address you have provided us or the Digital and Population Data Services Agency.

### **6.4. Other notifications by the bank**

We shall inform you of threats related to fraudulent activity or security on our website, in S-mobiili, with a message sent to your email or postal address, by telephone or by a text message.

We shall notify you of other matters related to the card agreement and card use (for example, cancelling the card) by sending you a message to a postal or email address according to section 6.3, by telephone, text message or a message sent to you via the online banking service.

### **6.5. Customer contacts with the bank**

You can contact us in matters related to the card and the card agreement by letter, a message through the online banking service, by visiting our customer service point or by calling us, with the following exceptions:

- Report the loss of a card primarily to the card blocking service that is open 24 hours a day: When within Finland, call +358 20 333 (local network charge/mobile network charge). When calling from abroad, call +358 20 333 or +358 800 1 2400 (local network charge/mobile network charge). You can also report your lost means of identification by visiting our customer service points during their opening hours.
- Send us any claims or complaints by letter or a message via the online banking service.

### **6.6. Date of service**

When we give a notification in digital format or send one by post to the address mentioned in section 6.3 of these terms and conditions, you, as the account holder or cardholder, shall be deemed to have received the information or notice on the seventh day after it was sent at the latest. Electronic notifications (text message, email or message through the online banking service without an alert) are considered to have been received by you on the date of our sending them.

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

### **6.7. Language of service**

The agreement is made 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 services approved by us.

### **6.8. 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 6.4 of these terms and conditions.

## **7. CARD**

### **7.1. Card ownership and user rights**

We as the bank own the physical card, and you as the cardholder have the right to use it. The card and the related secret PIN code are personal. The card may not be modified, duplicated or handed over to third parties. Card features can only be updated or removed from the card with our consent or in a manner approved by us.

### **7.2. Card validity**

The period of validity of the card is marked on the card. You as the cardholder are not entitled to use the card after its validity has expired. As the cardholder, you undertake to destroy the card after it has expired by cutting it into several sections in such a way that the chip and the magnetic strip are destroyed.

Your card may be renewed if your card and account agreement is valid and you, as the cardholder, have complied with the terms and conditions for the card and its features and the accounts. We shall deliver the renewed card to the Finnish postal address provided by you unless we separately agree with you otherwise.

### **7.3. Discussing card information with the bank's representatives**

The entire card number must not be mentioned in your written messages, telephone conversations or online meetings with our representative for information security reasons. Only the final four (4) numbers may be stated.

### **7.4. Signing the physical card**

If the card has a place for the signature, write your name on the card when you receive a new card.

## **8. LIABILITY OF THE ACCOUNT HOLDER AND CARDHOLDER FOR CARD USE**

As the account holder and the cardholder linked to the account, you are responsible for all the transactions you have made using the cards linked to the account and for ensuring that the account has sufficient funds for withdrawals and payments. In addition, you are responsible for all card transactions made before we receive a notice of termination.

Only you as the cardholder can use the card and the related PIN. The card must not be used after the account or card agreement has been terminated or your right to use the account linked to the card has been terminated. As the account holder and person entitled to use the account, you can only use the card without going overdrawn. As the cardholder, you are liable for the use of the card and for the fees and charges for card use together with any parallel cardholder.

The use of any card linked to the account for payment after the account has been closed is prohibited.

## **9. METHODS OF CARD USE**

The card may only be used in the ways described in these terms and conditions or in other ways approved by us. We are not responsible if the card is used for other purposes. The card cannot be used to purchase products or services whose purchase is against the legislation in effect in Finland at any given time.



### 9.1. Paying for purchases and services

You can use the card to pay for purchases and services in Finland and abroad at points of sale that accept the card as a means of payment.

The merchant has the right to check your identity and mark the last four characters of your social security code in the proof of payment. As the cardholder, you accept that the merchant reserves sufficient funds for your withdrawal or payment in the account linked to your card. The reserved funds will be removed when the card payment is debited or, at the latest, seven (7) days after the funds were reserved.

As the cardholder, you must not circumvent the check limit at the place of purchase by accepting several card transactions for the same purchase.

### 9.2. Paying for purchases and services online and in payment applications

As a Visa cardholder, you can pay for products or services with the card online. For payment, you need the card number and the validity period of the card and, if requested, the three-digit security code on the reverse side of the card. In connection with some payments, we ask you for strong identification through the Visa Secure authentication service, where you need your online banking codes or S-mobiili identification.

### 9.3. Payment of purchases and services using recurring payment

As a Visa card holder, you can enter into an agreement with a merchant to allow the merchant to automatically charge a recurring payment from you for a product or service. As the cardholder, you accept the first payment to be debited online, on a payment terminal or otherwise in accordance with these card terms and conditions. As the cardholder, you must check that the amount of the recurring payment is correct. If you want to stop the service, contact the merchant with whom you have entered into an agreement.

### 9.4. Making account transfers in digital services

If you have a card with a Visa Credit facility, you can use digital services to make account transfers from a credit account to a bank account. We shall charge a fee for such a transfer in accordance with our service price list.

### 9.5. Cash withdrawals and deposits

#### Withdrawing cash at cash machines

With the Visa card, you can withdraw cash from cash machines marked with the Visa logo. As the cardholder, you can choose whether to make a withdrawal from the bank account (debit) or from the credit account. Cashpoint services vary, and they show the options available. We shall not be responsible if it is not possible to withdraw cash from the desired account linked to the card. We shall also not be responsible for any disturbances or interruptions in the operation of cash machines.

As the cardholder, you can limit the maximum daily amount of cash withdrawals by setting a feature-specific cash withdrawal limit.

#### Withdrawing cash from a store in connection with a card purchase (cash back)

With a Visa card, you can withdraw cash from a store cashier in connection with a card purchase. Cash withdrawals in connection with a card purchase are only possible in stores offering this service. Cash withdrawals are the service of the merchant or other company providing the service, and the maximum amounts of any fees and cash withdrawals are determined by the company providing the service. A card transaction to be confirmed by the PIN includes both the cash withdrawal and the amount of the card purchase.

#### Withdrawing cash at S Group outlets

If you have a card with a debit feature, you can withdraw cash from a bank account linked to your card in some S Group outlets without making a purchase. We are entitled to charge a fee in accordance with our service price list.

#### Depositing cash at S Group outlets

With a card with a debit feature, you can deposit cash in a bank account linked to your card in some S Group outlets. The maximum amount of cash deposits is limited. When you make a deposit, a pre-authorisation is made in the bank account, which increases the funds available in the account. The pre-authorisation will be removed when the corresponding deposit is entered in the account. We are entitled to charge a fee for the deposit in accordance with our service price list.

## 10. APPROVAL OF A CARD TRANSACTION

If your card has both a debit feature and a credit facility, you as the cardholder must indicate which payment feature of the card you wish to use. You can choose the payment feature if the merchant uses a chip payment terminal and the payment is accepted using the PIN code. You cannot change your choice afterwards. If the merchant does not have a chip payment terminal in use, purchases will be charged from the credit account linked to the card (credit facility). When using the contactless payment feature, the purchase is always charged from the bank account linked to the Visa Credit/Debit card (the debit feature). The merchant can choose the payment features they offer. We shall not be liable if the merchant does not accept the card or any card feature as a means of payment.

#### Unique identifier or other information to be provided to execute a card transaction

In connection with a card transaction, you must provide the card information either by putting the card in the reader physically and, in connection with remote payment (online, postal and telephone sales), you must provide the information on the Visa card: the card number, the validity period and, if requested, the three-digit security code on the reverse side of the card. We shall not be responsible for any non-execution of a card transaction or an erroneous execution of a card transaction if any of the card information you provide is incorrect.

#### Consent to a card transaction and cancellation of a card transaction

As the cardholder, you give your consent to the card transaction in one of the following ways defined by the merchant:

- by entering the card's secret PIN
- by signing by hand
- by using the card on a device that does not require the PIN
- by using the card's contactless payment feature
- by submitting card information online or in postal and telephone sales
- by using your card otherwise in a manner that creates the basis for debiting.

Before giving your consent, you must check the currency for the card transaction, the amount of payment and the accuracy of the card transaction.

You will not be able to cancel a card transaction after you have given your consent to the transaction in the manner specified above.

We are entitled to debit from your account card transactions which you, as the cardholder, have approved in the manner described above.

## 11. RESERVING FUNDS FOR CARD PAYMENTS AND EXECUTION OF PAYMENT

#### Debiting a card transaction or entering an amount in a credit account

Card transactions are debited in accordance with the features linked to the card either from the bank account (debit feature) or from a credit account linked to the card (credit facility). A reservation of funds for a transaction made using a card can be made in the account linked to the card.

The Visa Credit facility may be used in accordance with the credit limit we grant. The terms and conditions of the Visa Credit credit account are applied to credit related to cards with a Visa Credit facility.

We will debit the card transaction from the account linked to your card no later than on the next banking day after the merchant has provided us with information on the card payment.

We are entitled to debit card transactions from your other account if the account linked to your card is terminated before we receive the card payment details from the merchant.

We have the right to debit card transactions from the account within the general period of expiration for receivables from the account.

## 12. RESTRICTING CARD USE

#### 12.1. As the cardholder, you can restrict card use with safety limits

As the cardholder, you can change and view your daily safety limits through the online banking service, S-mobiili and at our customer service points.

Daily limits may be exceeded if funds are not reserved when the card is used.

As the cardholder, you can restrict the geographical area for card transactions within the framework of the areas of use we offer. The restriction of the geographical area of use does not apply to:

- online purchases
- recurring payments
- transactions for which no funds reservation is made
- exceptional cases where information about the country of origin of the payment is missing or incorrect. In these cases, the transaction will not be rejected due to the area limitation.

As a cardholder, you can temporarily block the use of the card, or close the card permanently, in which case you will be automatically ordered a replacement card. The agreement for the temporarily blocked card will expire after three (3) months, in which case we will terminate the blocked card.

## 12.2. Bank's right to restrict card use

### Cancelling a card or restricting its use

We have the right to cancel a card or restrict the use of the card and the credit linked thereto in the following situations:

- 1) The secure use of the card has been compromised.
- 2) There is reason to suspect unauthorised or fraudulent use of the card or the card is used in violation of the law or the general terms and conditions for the card.
- 3) The card has a credit facility and the risk that the cardholder responsible for paying the credit will be unable to meet their payment obligations has significantly increased.
- 4) The cardholder is applying for the rearrangement of private debt or corporate restructuring or discontinues his or her payments.
- 5) The account holder or cardholder becomes subject to international sanctions or dies.
- 6) We suspect that the merchant is fraudulent.
- 7) The account holder or cardholder does not provide, at our request, the information required by law to identify the customer.

We inform the cardholder of cancelling the card and its reasons in advance in accordance with section 6.4 of these terms and conditions. However, we may inform you immediately after cancelling the card if this is justified in order to prevent or limit damages. We shall not notify you of cancelling the card if this would compromise the reliability or security of payment systems, for example, or if doing so is otherwise prohibited by law.

Once we have cancelled the card, the merchant or our agent has the right to take the card and return it to us.

In addition, we have the right to cancel the card if it is returned to us or we cannot send it to the cardholder.

## 12.3. Restoring the possibility to use the card

As a cardholder, you can request that your ability to use a card that has been cancelled is restored by calling our customer service, by responding to the text message we have sent, by sending a message via the online banking service or S-mobiili or by visiting our customer service point.

We will restore the card or replace it with a new product that is as close to the original product as possible when the grounds for cancelling the card no longer exist.

## 12.4. Bank's right to refuse execution of a card transaction

We may refuse to execute a card transaction in the following situations:

- There are insufficient funds in the account linked to the card.
- The card has expired.
- The transaction is not within the agreed limits.
- We consider the use of the card to be jeopardised by a payment transaction.
- The cardholder has given an incorrect PIN or other identification data (such as online banking codes in the Visa Secure identification service).
- The cardholder has acted in violation of the terms and conditions of the agreement.
- We have reason to suspect incorrect use of a payment instrument.
- If it is stipulated elsewhere in the law.

The cardholder using the card is notified of a card transaction being refused when the merchant tells the card user that the card transaction has failed.

## 13. CARDHOLDER'S OBLIGATIONS

### 13.1. Keeping the card and PIN safe

The card, the card information and the card PIN code are personal and must not be handed over to another person for use. As the cardholder, you must take good care of the card and keep it separate from the PIN code and any online banking codes. You must regularly check that the card is safe, especially in situations where the risk of loss of the card is high due to crowds or pickpockets operating in restaurants.

Store the PIN and check your forgotten PIN in a way that does not allow third parties to find out your PIN. As the cardholder, you undertake to destroy the slip containing the PIN that was sent to you by us, and also to not write it down in an easily recognisable form. Use your hand to shield the keyboard when entering your PIN to stop third parties seeing the key combination you use.

If you stop using the card during its validity period or at our request, you must, as the cardholder, cut the card into several sections in such a way that the chip and magnetic strips are destroyed. Notify our customer service of having stopped using the card or return the card to one of our customer service points.

### 13.2. Reporting a lost card

Inform us without delay if your card or device and the card information saved in it are lost, fall in the hands of a third party, are used in an unauthorised manner or your PIN is disclosed to a third party.

Report the loss of a card primarily to the card blocking service that is open 24 hours a day. You can also file a loss report in the online banking service or S-mobiili or at customer service points during their opening hours. The number of the card blocking service for all banks is,

- when calling from within Finland: 020 333 (local network charge/mobile network charge), and
- when calling from abroad: +358 20 333 or +358 800 1 2400 (local network charge/mobile network charge).

When reporting a lost card, you must state your name and personal identity code and the fact that the card was issued by S-Bank. The loss report cannot be cancelled.

A card that has been reported lost or in the possession of a third party must not be used. However, if you are using the card as the cardholder, we have the right to collect and charge from your account the confiscation fee for the card, as well as the costs incurred by us for the use and confiscation of the card. The use of all cards linked to the account is prohibited when the account is closed.

A fee in accordance with our service price list will be paid to the finder of a lost card, which will be charged from the account linked to the lost card.

You will automatically receive a new card to replace the one you have reported to the blocking service.

### 13.3. Comments and claiming compensation

As the cardholder, you must check the account statement and the credit card invoice and make any comments regarding card transactions without undue delay. To make comments, you need to keep the receipt of the card transaction until you have been able to check the correctness of the transaction on the account statement. We will charge fees in accordance with our service price list for written clarifications we produce for you upon your request, unless the law stipulates that such a clarification must be given free of charge.

A specific written claim for compensation must be made to us without undue delay for any unauthorised or erroneous card transactions.

## 14. LIABILITY FOR UNAUTHORISED CARD USE

### 14.1. Liability of the cardholder and account holder for unauthorised use

The cardholder and the account holder shall only be liable for the use of a lost card or its information or a card that has fallen into the possession of an unauthorised user or its information if the unauthorised card use is due to one of them

- 1) handing over the card or card information to an unauthorised user, or
- 2) failing to fulfil his or her obligations under section 13.1 of these terms and conditions due to negligence; or
- 3) having neglected his or her obligation, in accordance with section 13.2 of these terms and conditions, to inform us without undue delay of the loss of the card or card information, the falling of the card into the possession of an unauthorised party or any unauthorised use he or she has detected.

The liability of the cardholder and account holder for unauthorised card use shall be no more than 50 euros in cases mentioned in paragraphs 2) and 3) above. This limitation shall not apply if one of them has acted deliberately or with gross negligence.

The cardholder and the account holder shall not be liable for unauthorised use of the card

- 1) after we have been notified of the card being lost or having fallen into the possession of an unauthorised user or being used without authorisation, or
- 2) if the merchant has not appropriately verified that the payer has the right to use the card; or
- 3) if we have not required strong authentication of the payer.

However, the cardholder and account holder shall always be liable for unauthorised use of the card if one of them has deliberately filed a false report or otherwise acted fraudulently.

### 14.2. Bank's liability for unauthorised use

We shall refund the amount of an unauthorised card transaction to the account once we have determined that as the cardholder you are not responsible for the unauthorised use of the card. However, you shall not be entitled to a refund of the amount of the card transaction or other compensation if you do not report an unauthorised card transaction without undue delay after discovering it.

## 15. LIABILITY FOR ERRONEOUS CARD TRANSACTIONS

Report any unexecuted or incorrectly executed card transaction to us without undue delay after it has been detected.

If a card transaction has not been executed or has been executed incorrectly, we will start tracking the transaction at your request and will notify you of the results.

In this case, we will charge you the costs of tracing the card transaction that we need to pay to the payer's or merchant's service provider located outside the European Economic Area that has participated in the execution of the card transaction.

If a card transaction has not been executed or it has been executed incorrectly due to incorrect information provided by you, we are not obligated to trace the card transaction. However, we will use reasonable measures to recover the amount charged for the card transaction. In this case, we shall have the right to charge you for the costs of recovering the funds. We will refund the payment that was debited from the account linked to the card but not executed or that was incorrectly executed. In this case, you have the right to be refunded any expenses related to the refunded card transaction that were charged from you. In addition, you are entitled to compensation for any interest you have to pay due to the non-execution or incorrectness of the payment. However, we do not have to refund the money if the non-execution or incorrect execution of a card transaction is due to incorrect information you have provided or if a payer's or merchant's service provider located outside the European Economic Area takes part in the execution of the payment.

## 16. BANK'S RIGHT TO DISCLOSE INFORMATION, REGISTRATION OF DATA AND PROCESSING OF PERSONAL DATA

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.

Together 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 Become a Co-Op Member 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.

You have the right to know what information about you has been recorded in our 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 or outdated for the purpose of processing in the register. 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.

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 and the regulations issued by the authorities at any given time.

By using the card, you give your express consent for us to process the personal data necessary for the provision of the service in accordance with this agreement. Card payments require the disclosure of the necessary personal data to international card companies and other relevant parties, such as merchants accepting card payments and mobile payment service providers.

We have the right to disclose individual data related to the use of the card to the joint accountholders and the jointly responsible cardholders.

In addition, we have the right to respond to the merchant's enquiry about sufficient funds for a card payment.

We also have the right to disclose to the card manufacturer and companies providing additional card features your personal information necessary for manufacturing the card or required by the additional feature.

When you use a cash machine or another automated machine, the transaction data will be saved in the information system of the company operating the cash machine. In such a case, we will inform the company that operates the cash machine about whether the transaction is allowed.

We, SOK Corporation and S Group companies have the right to acquire and exchange information about the cardholder and membership benefits concerning card use, as well as to provide instructions related to card use.

## 17. LIMITATION OF LIABILITY

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

We shall not be liable for any damage caused by interruptions in the operation of cash machines or payment terminals under the responsibility of third parties.

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 executed late, as well as expenses for the payment transaction that were charged to you.

We shall be obligated to compensate you for any direct losses caused by an error, negligence or delay caused by 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 we acted in breach of the obligations laid down in the Payment Services Act. In such a case, indirect losses include the loss of income caused by our

erroneous conduct or the measures resulting from it, damage resulting from an obligation under another agreement or other comparable loss. However, we shall not be liable for any indirect loss caused by an error or negligence in the execution of a payment order, or by late payment. We may only compensate for such indirect damage that has a causal relationship with our conduct that is in violation of the law or the agreement and which we could reasonably be expected to foresee. We shall not be entitled to invoke limitations of liability if the damage was caused intentionally or through gross negligence by us, or anyone whose conduct we are responsible for.

As the cardholder, 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 return the service fees we have charged only insofar as they concern the error or negligence that caused the damage.

We shall not be liable for any damage caused by the use of the card in violation of the instructions or the incorrect use of the card, or for failing to execute a payment due to insufficient funds in the account. The merchant or service provider is responsible for any defects and errors in the products and services purchased and paid with the card. We are not party to these contracts and are only responsible for compliance with their terms and conditions as regards our liability under the consumer protection legislation in force.

#### **17.2. Obligation of the cardholder and the account holder to limit damage**

If you as a cardholder 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 and other circumstances.

#### **17.3. Force majeure**

Neither party (you or us) shall be liable for damage 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.

#### **18. REFUND OF THE AMOUNT OF A SPECIAL CARD TRANSACTION**

Providers of vehicle rental and accommodation and travel services, such as car rental companies, hotels and shipping companies, are entitled, in accordance with the general contract practice, to charge, without your signature and afterwards, for reasonable fuel charges, telephone charges, minibar and meal costs, other costs you have incurred, as well as charges for cancelled and uncanceled hotel reservations. We can return to you, upon your request, the monetary amount of a card transaction initiated by or through the merchant if the monetary amount of the card transaction is not specifically stated in your consent.

As the cardholder, you must request a refund from us within eight (8) weeks from the date when the money was charged for the card transaction. We will return the amount to the same account from which the transaction was charged. However, you are not entitled to a refund of the monetary amount of the card transaction if the merchant's bank located outside the European Economic Area participates in the execution of the card transaction or the card transaction is denominated in a currency other than the euro or a currency of a country belonging to the European Economic Area.

#### **19. PROCESSING CUSTOMER COMPLAINTS**

We shall reply to any complaint by a message 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 our final response. We will provide a final response to you within 35 banking days of receiving your complaint.

#### **20. 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)).

#### **21. AUTHORITIES SUPERVISING THE BANK'S OPERATIONS**

We are supervised by the Finnish Financial Supervisory Authority and, in consumer matters, also by the Consumer Ombudsman. Contact information of the Financial Supervisory Authority: Financial Supervisory Authority, Snellmaninkatu 6, P.O. Box 103, FI-00101 Helsinki ([www.finanssivalvonta.fi](http://www.finanssivalvonta.fi)). Contact information of the Consumer Ombudsman: Finnish Competition and Consumer Authority, P.O. Box 5, FI-00531 Helsinki ([www.kkv.fi](http://www.kkv.fi)).

#### **22. APPLICABLE LAW AND THE CHOICE OF COURT**

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.*



## TERMS AND CONDITIONS FOR A VISA CREDIT ACCOUNT

In addition to S-Bank's general card terms and conditions, the following terms and conditions apply to credit granted as a Visa Credit account.

### 1. GRANTING A CREDIT ACCOUNT

The Visa Credit account is granted by S-Bank Plc. A credit account may be granted on application to one or two persons at least 18 years of age living in the same household who have their domicile or permanent residence in Finland.

The agreement shall be valid until further notice if you use the credit account during the card's period of validity. If you do not use the credit account at any time during the card's validity period, we may consider the credit agreement to be expired when the card expires. In this case, we will renew your Visa Credit/Debit card as a Visa Debit card without a credit facility.

The signatories of the application for a Visa Credit account are jointly and severally responsible for compliance with the terms and conditions of the credit and the repayment of the credit. The application we have approved together with these terms and conditions and our service price list forms a credit agreement between you and any applicant jointly and severally responsible for the application and us. By signing the application, you agree that we can obtain your credit information related to the granting of the card and credit control, other information necessary for the credit and customer relationship, and to collect and process information about your previous credits from other creditors using the consumer credit reference system maintained by Suomen Asiakastieto Oy.

We shall check the personal credit information of credit applicants from Suomen Asiakastieto Oy's credit register or another reliable register. We also check the information for a person applying for credit in the Positive credit register. When credit is granted and at the various stages of the customer relationship, we can use customer information saved for the purpose of the customer relationship, such as payment information for the account. We can also make a credit decision automatically on the basis of personal credit information, customer information and information provided in the application. If you so wish, you can also ask us to manually process a decision we have made automatically. We are under no obligation to justify the credit decisions we make. If the main reason for rejecting a credit application is your credit report, we will let you know.

### 2. CREDIT LIMIT

We can grant a lower credit limit than the one you applied for. In this case, we will inform you in writing. At your request, we may change the credit limit at our discretion during the period of validity of the agreement. We shall charge a fee for such a change in accordance with our service price list.

### 3. AVAILABLE FUNDS EXCEEDING THE CREDIT LIMIT

If you wish, you can make an extra payment to the credit account, which will increase the funds available to the credit account by up to three thousand (3,000) euros. Additional funds may also arise from refunds made by merchants. The payment will first be allocated to our receivables, and a larger payment will result in available funds in excess of the credit limit.

We do not pay interest on available funds above the credit limit, and it is not covered by the deposit guarantee.

The same terms and conditions and withdrawal limits apply to the use of funds exceeding the credit limit, and the same fees according to the service price list shall be charged for the use of the credit. We have no obligation to return funds exceeding the credit limit, but you can transfer it to your account, in which case a fee in accordance with our service price list shall be charged for the transfer. Upon termination of the credit account, any available funds will be returned to the holder of the main card.

### 4. USE OF THE CREDIT ACCOUNT

You have the right to use the credit within the credit limit agreed on in the credit agreement provided that you have paid the monthly instalments and other payments on their due dates at the latest. Using credit will reduce and the part of the monthly instalment allocated for repayment entered into the credit account will increase the amount of credit available at any given time. If the credit limit is exceeded, we shall charge the overdraft in full, at the latest, in connection with the next monthly instalment in addition to the normal monthly instalment. We shall charge a fee according to our service price list for the overdraft.

### 5. ACCOUNT INFORMATION SERVICES AND DATA ENQUIRIES ON THE VISA CREDIT ACCOUNT

You may submit a request to provide us with credit account transaction information through account information services. Requests for information submitted to us will be executed with the same content as we have received them. If an account information inquiry requests information the inquirer is not entitled to receive, we may choose not to provide such information.

We may block inquiries about account information if there is a justified reason related to the unauthorised or fraudulent use of a payment account by an account information service provider. We will inform you of the blocking and the grounds for it as agreed in section 6.4 of the Card Terms and Conditions, unless there are justified safety reasons for not reporting or reporting is otherwise prohibited by law.

### 6. INTEREST ON THE CREDIT

Card purchases made from a credit account are interest-free until the next due date following their invoicing, after which we calculate the interest on the unpaid debt in accordance with the credit agreement. Cash withdrawals and account transfers from a credit account are interest-bearing from the date of entry. We will invoice the interest as a whole, regardless of whether it is made up of withdrawals, transfers or interest-bearing credit. The part of the invoice total that you do not pay on the due date of the invoice constitutes interest-bearing credit. The total interest rate of the credit consists of the reference rate agreed in the agreement and a margin. The margin may be adjusted in accordance with section 18. The reference rate is published at [www.suomenpankki.fi](http://www.suomenpankki.fi), for example. The annual interest charged on the credit after the due date is the 3-month Euribor rate, that is, the reference rate plus a product-specific margin, as specified in the agreement. You can check the product-specific margins in force at any given time in our service price list.

We will adjust the reference rate of interest every three months to correspond to the quotation of the 3-month Euribor rate on the last banking day of January, April, July and October. When the reference rate of interest changes, the interest rate of the credit changes accordingly. If the reference rate is lower than 0.000%, we will apply the reference rate of 0.000% to this agreement. We will start applying a new rate of interest from the first day of the month following the quotation month of the reference rate. We will notify the main cardholder of the valid interest in an invoice or account statement, and we will display it in the online banking service so that the cardholder can see it. The value of the reference rate of interest at any given time is available at our customer service points. We calculate the reference rate according to actual days using 360 as the denominator.

If the quotation of the reference rate of interest is stopped or suspended or a material change takes place in the mechanism for determining the reference rate, the reference rate applicable to the credit will be determined in accordance with a provision on the new reference rate or a decision or guideline issued by the authorities. If a legal provision or an official decision or guideline on the new reference rate of interest is not issued, the reference rate of interest applied to the credit before the end of the interest determination period shall continue to be applied as the reference rate for the credit until the new reference rate defined by the bank enters into effect. Before determining the new reference rate of interest, the bank will inform the authorities supervising the new reference rate of interest and reserves an opportunity for them to be heard in the matter. The bank will inform the debtor of the new reference rate of interest at least three (3) months before it enters into force.

### 7. CREDIT INVOICING AND REPAYMENT

The credit will be repaid in agreed monthly instalments. Any interest and other charges and fees related to managing the credit relationship are added to the monthly instalment, which are in accordance with section 6 of these terms and conditions and our service price list.

The monthly instalment pays the interest and any fees and charges before the repayment. We shall send the main cardholder an invoice for each monthly instalment by post or electronically as agreed with the cardholder. The amount of the instalment is an agreed percentage of the amount of credit in use at the time of invoicing, but not less than 40 euros. If the amount of unpaid credit under the credit agreement is lower than the minimum repayment, the instalment is the entire outstanding amount of credit.

The due date of the invoice may be the 15th or last day of the month. When the due date of the invoice is the 15th day of the month, the invoice shall include any unpaid capital, interest accumulated during the invoicing period and fees, as well as all transactions that were recorded in the credit account during the previous calendar month. When the due date of the invoice is the last day of the month, the invoice shall include any unpaid capital, interest accumulated during the invoicing period and all transactions that were recorded in the credit account during the period from the 15th day of the previous month until the 14th day of the current month.

The invoice shall fall due for payment on the selected due date on a monthly basis. If the due date is not a banking day, the payment date will be postponed to the next banking day. In this case, interest will be charged until the postponed payment date. You must agree on any changes to the payment schedule with us. We shall charge a fee for such a change according to our service price list.

You are entitled to two (2) payment-free months in a calendar year if the credit account has been managed in accordance with the terms and conditions of the agreement. Payment-free months cannot be consecutive months and they will not be granted after the due date. We will charge the interest and any other fees for the month selected as payment free as part of your next monthly instalment.

You have the right to pay a monthly instalment larger than the one agreed in the agreement or the entire credit without any costs arising from premature repayment. The portion of your instalment exceeding the monthly instalment in accordance with the agreement will reduce the capital of the credit. It will not release you of the obligation to pay future unpaid monthly instalments on due dates according to the agreement. If you pay the credit on a day other than the due date, interest shall be calculated until the payment date.

Make any comments you may have about invoices without undue delay once the invoice or account statement has arrived. We recommend that you keep your purchase receipts in order to check your invoices.

## **8. OTHER FEES CHARGED FOR THE CREDIT**

We have the right to debit and charge you the charges and fees in accordance with the terms and conditions and our service price list valid at any given time in connection with the monthly instalment. The interest margin on the credit account and the fees and charges related to the management and use of the credit account are available in our service price list, which is part of the credit agreement.

The debtor is not obligated to pay credit costs in excess of the maximum amount allowed by the Consumer Protection Act. The maximum amount of credit costs is limited as defined in the Consumer Protection Act. If these credit costs exceed the maximum amount specified by law, we will refund the overcharged credit costs to the cardholder's credit account. For the calculation of the maximum amount of credit costs, the annual period shall run from the date of conclusion of the credit agreement until the day preceding the corresponding day in the following year.

## **9. TERMINATION OF THE CREDIT AGREEMENT**

You have the right to terminate the agreement with immediate effect by notifying us and destroying the card. If the credit has more than one debtor, the termination of the card or card agreement will also automatically lead to the termination of the credit agreement. After termination, the card must not be used. After termination, the remaining credit will be paid out in accordance with the terms and conditions of the credit agreement. When a jointly and severally liable debtor terminates the credit, his or her liability is limited to the amount of credit outstanding at the time. After that, the remaining debtor shall be solely responsible for any credit arising after that.

We have the right to terminate the entire credit agreement or part of the credit amount so as to fall due within two (2) months of the termination. We shall send a notice of termination in accordance with section 6.3 of the general card terms and conditions.

## **10. SPECIAL GROUNDS FOR THE ACCELERATION OF CREDIT**

### **10.1. Non-payment**

If your payment of our receivable has been delayed by at least one month and remains unpaid, we shall have the right to accelerate the maturity of the entire remaining credit, including interest and other fees, to be paid by you within four weeks of sending the notice of maturity.

If we have previously reminded you of a delayed repayment, we have the right to accelerate the maturity of the remaining credit, including interest and other fees, to be paid by you within two weeks of sending the notice of accelerated maturity.

We shall not accelerate your credit if you have defaulted on payment due to illness, unemployment or another comparable impediment. However, we can accelerate the maturity of the credit if the situation, given the duration of the default and other circumstances, would otherwise be clearly unreasonable for us. Notify us of any impediment without delay.

### **10.2. Reason other than late payment**

If you have provided us with misleading information affecting the granting or terms of the credit or have committed another material breach of the agreement, we have the right to accelerate the entire remaining credit, including interest and other fees, within four weeks of sending you the notice of accelerated maturity.

If we have previously reminded you of a breach of agreement or notice that the debtor's ability to pay has significantly deteriorated, we have the right to accelerate the maturity of the remaining credit, including interest and other fees, to be paid within two weeks of sending the notice of accelerated maturity.

We will not accelerate the credit if you have corrected the conduct that was in violation of the agreement within the time limit provided.

The credit will fall due for immediate repayment on our demand if the debtor or one of them dies or is declared bankrupt or the district court has confirmed a payment programme for debt restructuring of the private individual or for corporate restructuring.

### **10.3. Bank's right to appeal to grounds for accelerated maturity**

Even if we do not accelerate the credit as soon as we are informed of grounds for acceleration, we do not waive our right to invoke the grounds for acceleration. We must inform you of the non-waiver in writing within six months of the date on which we are informed of the grounds for acceleration.

## **11. INTEREST ON LATE PAYMENT**

If you do not pay the instalments by the due date, you must pay annual interest on the delayed amount in accordance with the Interest Act from the due date until the payment date. However, the interest for late payment is always at least equal to the interest charged on your debt at any given time.

## **12. REGISTERING A PAYMENT DEFAULT IN THE CREDIT INFORMATION REGISTER**

By signing these terms and conditions, you consent to information of any payment default of yours being disclosed to the credit information register for registration.

We have the right to report and the data controller has the right to record a default in the credit information register if your payment is more than 60 days overdue from the original due date and at least three (3) weeks have passed since you were sent a payment reminder reminding you of the possibility that your payment default may be entered in the credit information register.

## **13. RESTRICTING ACCESS TO CREDIT**

The use of the card and credit account will be prohibited if you neglect to make your payment by the due date, exceed the granted credit limit or otherwise act in violation of the terms and conditions of the credit account. If a credit has more than one debtor, and we have restricted the right to use the credit account, we have the right to inform all debtors of the credit account of the reason for restricting the use of the credit account.

If you try to pay with a card that is blocked, the merchant has the right to take confiscate the card at our request. We will charge a confiscation fee payable to the merchant from you.

#### **14. LIMITING THE USE OF A CREDIT ACCOUNT DUE TO THE LIMITATION OF GUARANTOR'S LIABILITY**

If your credit involves a guarantee or other security provided by a third party and the guarantor or provider of security informs us of the limitation of their liability, we have the right to immediately restrict the use of your credit account. We will inform you immediately of any restriction on the use of your credit account in accordance with section 6.3 of the card terms and conditions.

#### **15. CLOSING A CREDIT ACCOUNT DUE TO AN ENFORCEMENT OFFICER'S NOTICE**

If an enforcement officer informs us of a payment prohibition on credit, we have the right to immediately close the credit account and prevent the use of the credit. We will inform you immediately of closing your credit account in accordance with section 6.3 of the card terms and conditions. In this case, your right to use the card linked to your credit account will be cancelled and you must destroy the card. In this case, we have the right to terminate your credit agreement and accelerate the maturity of your entire remaining credit with interest and other charges.

#### **16. DEBTOR'S OBLIGATION TO INFORM**

You must inform us immediately of any changes to your contact information (such as name, address, telephone number and email address). If you fail to notify us of a change in your contact information and this information is necessary for the invoicing we process and the related customer service, we have the right to obtain your changed contact information and charge you a fee according to our service price list.

You must provide, at our request, information about your financial position and other information affecting this credit relationship that is necessary to us for the purpose of the credit relationship.

#### **17. THE MAIN CARD HOLDER IS OBLIGED TO FORWARD ANY CREDITOR'S NOTIFICATIONS CONCERNING THIS AGREEMENT TO THE HOLDER OF A PARALLEL CARD.**

#### **18. AMENDING THE CREDIT AGREEMENT, ITS TERMS AND CONDITIONS AND THE SERVICE PRICE LIST**

We may amend the credit agreement, these terms and conditions and the service price list by a separate agreement. In addition, we may amend the credit agreement, these terms and conditions and the service price list by notifying you of the amendment to the agreement, these terms and conditions or the service price list in accordance with section 6.3 of the general card terms and conditions.

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 will continue in effect with the amended content unless you notify us in writing by the date when the amendments take effect that you object to the amendment. If you object to the amendments, you and we have the right to terminate this agreement in accordance with section 9 of these terms and conditions.

#### **19. TRANSFERRING THE AGREEMENT**

We have the right to transfer this Agreement, including all rights and obligations, to a party appointed by us without consulting you. We shall notify you of the transfer of the credit agreement in accordance with section 6.4 of the general card terms and conditions.

#### **20. APPLICABLE LAW AND THE CHOICE OF COURT**

You as a retail customer and we as a bank can take action against each other regarding any disputes arising from a credit 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, an action concerning a credit account 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 or in the Helsinki District Court.

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.*

## S-BANK'S CARD TERMS AND CONDITIONS

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

### IMPROVE THE SECURITY OF CARD USE EVEN MORE WITH SAFETY LIMITS

You can set a daily purchase, withdrawal and online payment limit for your card, as well as a geographical limit. You can easily set safety limits through the online banking service, S-mobiili and at our customer service points.

*Read more in section 12.1.*

### TAKE GOOD CARE OF YOUR PERSONAL CARD AND ITS PIN CODE

Your card and its PIN are personal and must not be handed over to anyone else – not even to a family member.

Take good care of your card and check regularly that the card is still safe, especially in public areas. If you have saved the card's payment information in the payment app, keep your mobile device as safe as your card.

Keep the PIN secret: enter the PIN in a way that others cannot see it. For small payments, use the contactless payment that works without the PIN. **Remember that banks or authorities never ask for your card information or PIN code by phone or online. Asking for your PIN by telephone is a criminal activity.**

When you take good care of your card and PIN, you will not be held liable even if the card or PIN fall in the hands of an outsider.

*Read more in sections 13.1 and 14.1 of the general card terms and conditions.*

### MONITOR YOUR CARD TRANSACTIONS

Check your card transactions regularly. If you notice unauthorized or incorrect transactions, make a claim for compensation quickly. If the claim is delayed, you may lose your right to compensation.

*Read more in sections 13.3 and 14.2.*

### IMMEDIATELY REPORT THE LOSS AND MISUSE OF THE CARD OR CARD INFORMATION

If you notice unauthorised use of your card, your card or its PIN is lost, or if your card is left in a cash machine, notify the card blocking service immediately:

- Calling from within Finland: 020 333 (24 h) (local network charge/mobile network charge)
- Calling from abroad: +358 20 333 or +358 800 1 2400 (local network charge/mobile network charge)

*Read more in section 13.2.*

### WE CAN CHANGE AN UNUSED CREDIT CARD TO A DEBIT CARD

When renewing your card, we always check that the features of your card still meet your needs. For example, if you have not used the credit feature of your Visa Credit/Debit card during the validity period of the card, we can change your credit card into a Visa Debit card that does not have a credit feature.

*Read more in section 1 of the terms and conditions for a Visa Credit account.*

### PERSONAL DATA

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



## GENERAL TERMS

### 1. GENERAL

These are the general terms and conditions for S-Bank's debit and credit cards. We apply these conditions to all cards we have granted to retail customers.

The cards contain one or more features, such as:

- debit feature
- credit facility
- contactless payment
- S-Etukortti card

You can combine the above features with the card according to the options we offer. The features allow you to use the services provided by us and other companies in accordance with the agreement on the use of the services and its terms and conditions.

### 2. DEFINITIONS

**Digital format** means that we send a message to you via the online banking service, as well as an email alert or a reminder of the message waiting for you in the online banking service. You can also read the message we have sent to the online banking service in S-mobiili.

**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.

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

**Funds reservation** is a reservation made for card transactions for future charges or refunds. The funds reservation affects the amount available in the account linked to the card or on the credit account. The reserved funds will reduce or increase the amount available in the account. The funds reservation will be removed when the corresponding amount is debited from or credited to the account, and no later than seven (7) days from the date when the reservation was made.

**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.

A **merchant** is a merchant or other service provider that accepts card payments.

A **third party** is a party other than you as the cardholder or we as the card issuer.

A **cardholder** is a person who has accepted these terms and conditions by a card application, which becomes a card agreement when the application is accepted. We will hand over a personal card to the cardholder.

**The cardholder's account** is the account to which the card is linked. A bank account is linked to the Visa Debit card and a credit account is linked to the Visa Credit card. If the card has both the credit and debit features, it is linked to both a credit account and a bank account.

In these terms and conditions, a **card** means a physical card (for example, a plastic card or a payment sticker) or card information saved on a device (such as a mobile device payment application).

**Card information** includes the number, the expiry date and the three-digit card security code on the reverse side of the card.

**Card transaction** is a payment, withdrawal or deposit of funds to the bank account linked to the card when using a debit card, and a payment or withdrawal of funds from a credit facility when using a credit card. In a card transaction, you either use your card on the spot when making the transaction or provide your

card details to accept the transaction. If you only use the card details for identification, this does not constitute a card transaction.

The time of **receiving a card transaction** is the time when we receive the information necessary for executing the transaction from the merchant's service provider.

A **cash dispenser** is an automated teller machine (ATM) from which you can withdraw cash.

**Contactless payment feature** is a feature attached to the card, allowing payment transactions to be accepted by taking the card close to the payment terminal. The PIN code does not need to be keyed in when a payment transaction is approved using a contactless payment. The contactless payment feature is indicated on the card that has it. The maximum amount of a contactless payment transaction is limited.

A **payment terminal** is a device used by the merchant to read and verify the card information.

A **banking day** is a day when we are open so that we are able to execute the payment transaction. In Finland, banking days are weekdays from Monday to Friday. Finnish public holidays, Independence Day, May Day, Christmas Eve and Midsummer Eve are not banking days.

The **main cardholder** is the debtor of the credit account who has been designated as the main cardholder in the card and credit agreement. The credit invoice is only delivered to the main cardholder.

A **parallel cardholder** is jointly and severally liable for compliance with the terms and conditions concerning the credit related to the card and the repayment of the credit together with the main cardholder.

The **S-Etukortti card feature** entitles a member of a co-op member household to co-op member benefits. The S-Etukortti card can be obtained by a co-op member of S Group and a member of the co-op member household. S-Bank Plc is responsible for producing the payment features linked to the S-Etukortti card.

**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** is an e-mail, SMS or a message sent via the online banking service.

A **cash deposit machine** is an automated teller machine that allows you to deposit cash into the bank account linked to the card's debit feature. You can also withdraw money from the ATM.

The **account holder** is the person to whose account the card is linked.

**Account information service** means a service other than that provided by S-Bank, in which information about payment accounts maintained by S-Bank or other account banks is provided through a data network at the customer's request.

A **PIN code** is the cardholder's personal and secret number series linked to the card. With the PIN code, the cardholder accepts debiting the account linked to the card.

The **card security code** is a three-digit number series on the reverse side of the card, which is used for card verification in online purchases.

The **safety limit** is the cash withdrawal limit set for the card, the purchase limit, the online purchase limit or the geographical area of use.

**Strong identification** means the electronic identification of the cardholder, which protects the confidentiality of the identification information. A strong identification procedure is based on at least two of the following three options that are independent of one another:

- a) information that only the cardholder knows
- b) something only the cardholder has in their possession
- c) a feature that identifies the cardholder

The **Visa Secure identification** service is a service that identifies both the cardholder and the merchant in connection with an online purchase.

**Visa** refers to Visa Inc. and companies belonging to the same group of companies.

**Visa Credit** is an international cash withdrawal and payment card that is part of the Visa system. Card transactions made with the card are debited from the credit account related to the card.

**Visa Credit/Debit** is an international cash withdrawal and payment card that is part of the Visa system. Card transactions using the card are debited to either the bank account or credit account linked to the card, depending on your choice. The card numbers associated with the credit and debit features are printed separately on the Credit/Debit card.

**Visa Debit** is an international cash withdrawal and payment card that is part of the Visa system. Card transactions made with the card are debited from the bank account related to the card.

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

#### 3.1. Card agreement

We agree on the use of the card with you in an agreement. The agreement enters into force when we accept your card application. Once we have approved the application, we will deliver you a card in accordance with the agreement and our current policy.

The agreement consists of a card agreement, these terms and conditions and our service price list. In addition, you must comply with the security guidelines and the terms and conditions of other services you link to the card. In addition, account transfers, through which funds are transferred from a credit account to a bank account, are subject to the general terms and conditions for euro-denominated payments transmitted within the Single Euro Payments Area (General Terms and Conditions for the Transfer of Payments).

By signing the card application, you give us your consent to obtain and receive information about you that is related to the granting and supervision of the card from the credit information register of organisations engaged in credit information operations (such as Suomen Asiakastieto Oy).

#### 3.2. Cardholder with a guardian and guardian authorisation

A person under guardianship may enter into a card agreement with us in order to use account funds that they have the right to use on the basis of the Guardianship Services Act. By signing, the guardian confirms that the person under guardianship can keep and use the card issued by us in accordance with the terms and conditions and gives their approval to the conclusion of the card agreement and the handing over of the card and its PIN to the person.

A cardholder with a guardian may sign the card agreement alone and receive the card and its PIN if the provision on an incompetent account holder and the use of a bank account in accordance with the Act on Credit Institutions applies.

The guardian may agree with us on the use of the card on the basis of a guardian's power of attorney confirmed by the Digital and Population Data Services Agency.

#### 3.3. Validity of the agreement

The agreement is in force until further notice. However, the agreement will expire at the end of the card's period of validity if we have not been able to deliver the card to you.

If you temporarily block the use of the card, the agreement for the temporarily blocked card will expire after three (3) months.

#### 3.4. Amendment of the card agreement, the card terms and conditions and the price list

We may amend the card agreement, these terms and conditions and the price list by separate agreement. In addition, we may amend the card agreement, these terms and conditions and the price list by notifying you of the amendment of the agreement, the terms and conditions or the price list in accordance with section 6.3 of these terms and conditions. The amendment will take effect from the date we announce it. The amendment may take effect no earlier than two

(2) months after the notification has been delivered.

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 day when the amendments take effect. If you object to the amendments, you and we have the right to terminate this agreement in accordance with section 3.5.1 of with these terms and conditions.

### 3.5. Terminating the agreement

#### 3.5.1. Termination

As the cardholder, you have the right to terminate the agreement with immediate effect by notifying us and destroying the card. After termination, the card must not be used.

We shall have the right to terminate the agreement after two (2) months from the date of sending the notice of termination. We shall send a notice of termination in accordance with section 6.3 of these terms and conditions. At the same time, we shall terminate all card features unless we agree with you otherwise or inform you otherwise.

If you cease to be a co-op member or a member of a co-op member household, your right to use your card with the S-Etukortti feature will also end. In this case, we cancel the card and you must destroy it. You can apply for a new card without the S-Etukortti card feature.

The cardholder and account holder are responsible for transactions made using the card before we receive the notice of termination.

#### 3.5.2. Cancellation

We have the right to cancel the agreement if you, as the cardholder, are in material breach of our terms and conditions for the card or the account. If the agreement is cancelled, the card agreement and all features linked to the card will be terminated with immediate effect.

We shall send you a cancellation notice in accordance with section 6.3 of these terms and conditions.

#### 3.5.3. Automated decision-making in the event of termination or cancellation

We use automated decision-making to monitor whether grounds exist for the termination or cancellation of the card agreement. If we terminate or cancel your card agreement based on automated decision-making, you have the right to request that we process the decision again manually. We provide information about termination and cancellation in sections 3.5.1 and 3.5.2 of the General Card Terms and Conditions. The grounds for termination and acceleration related to Visa Credit are explained in sections 9 and 10 of the Terms and Conditions for Visa Credit.

### 4. RIGHT OF TRANSFER

We have the right to transfer our receivables and other rights and obligations under this agreement to a party specified by us with transfer rights.

You shall have no right to transfer the agreement to another person.

### 5. FEES AND CHARGES RELATED TO CARD USE

#### 5.1. Fees and charges

We have the right to debit and collect from the account linked to the card the charges and fees in accordance with the valid card and account agreements, these terms and conditions and our service price list. The service price list is available on our website, in the online banking service and at our customer service points.

#### 5.2. Exchange rates applied

We debit card transactions from the account linked to the card or enter them in euros to the credit account linked to the card. Transactions made in currencies other than the euro will be converted into euros at the wholesale exchange rate for the currency used by Visa. We will add the currency surcharge indicated in our service price list to the wholesale exchange rate. The exchange rate is determined on the day on which Visa receives the transaction from the merchant's service provider for processing. The exchange rate is not determined at the time of the transaction. We will inform you of the confirmed exchange rate for a card transaction afterwards in an invoice or in connection with an account transaction.

We will apply changes in the exchange rate immediately without prior notice.

We will inform you electronically of the exchange rate used as compared to the average rate of the European Central Bank when your first purchase of the month is in a currency of an EEA country other than the euro and monthly thereafter. The exchange rate is based on the moment when a request for a funds reservation is made. Thus, the rate may be different from the rate at the date of the final payment.

You have the right to refuse to receive electronic notifications of the exchange rate used.

A merchant or cash machine can offer you, as a cardholder, currency conversion before the payment transaction is initiated. The party providing the currency conversion must indicate the conversion costs and the exchange rate to be used before the payment transaction is initiated. We are not the provider of this service and we shall not be held responsible for it.

## **6. COMMUNICATION BETWEEN THE BANK AND THE CARDHOLDER**

### **6.1. Cardholder's obligation to inform**

As the cardholder, you must inform us of your name, personal identity code, telephone number, your email address, address and any changes to these, and provide a sample of your signature and any information related to customer identification we request at any time. As the cardholder, you must also, upon request, provide us with information concerning your financial position, as well as other information affecting the contractual relationship that is necessary for us. If you do not notify us of changes to the above information and the information is necessary for the management of the contractual relationship, we have the right to obtain the changed information and charge a processing fee for such information acquisition according to our service price list.

As the cardholder, you are responsible for the accuracy of the information you give us and provide. You must inform us of any changes to your contact details so that we can contact you and, if necessary, send you a request to verify the correctness of the service you have used, the payment order you have made or the message you have sent.

We have the right to block your card if your contact details are not up to date.

### **6.2. Card transaction details and checking them**

We shall provide information on debit transactions to be debited from the bank account as agreed in the account agreement. We shall provide information on credit transactions charged on the credit in a monthly invoice.

The account holder and the main cardholder must check the transactions without undue delay and immediately inform us of any unauthorised or erroneous transactions they notice.

### **6.3. Amendments to the agreement, the terms and conditions and the price list**

We shall notify you of any changes to the card and card agreement in digital format if you have signed an agreement on digital services with us. Otherwise, we shall send notifications to the email address that you have agreed on with us or to the postal address you have provided us or the Digital and Population Data Services Agency.

### **6.4. Other notifications by the bank**

We shall inform you of threats related to fraudulent activity or security on our website, in S-mobiili, with a message sent to your email or postal address, by telephone or by a text message.

We shall notify you of other matters related to the card agreement and card use (for example, cancelling the card) by sending you a message to a postal or email address according to section 6.3, by telephone, text message or a message sent to you via the online banking service.

### **6.5. Customer contacts with the bank**

You can contact us in matters related to the card and the card agreement by letter, a message through the online banking service, by visiting our customer service point or by calling us, with the following exceptions:

- Report the loss of a card primarily to the card blocking service that is open 24 hours a day: When within Finland, call +358 20 333 (local network charge/mobile network charge). When calling from abroad, call +358 20 333 or +358 800 1 2400 (local network charge/mobile network charge). The Block Card function in S-mobiili or the online bank can also be used to make a loss report around the clock. In addition, you can block the card at our customer service desks during their opening hours.

- Send us any claims or complaints by letter or a message via the online banking service.

### **6.6. Date of service**

When we give a notification in digital format or send one by post to the address mentioned in section 6.3 of these terms and conditions, you, as the account holder or cardholder, shall be deemed to have received the information or notice on the seventh day after it was sent at the latest. Electronic notifications (text message, email or message through the online banking service without an alert) are considered to have been received by you on the date of our sending them.

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

### **6.7. Language of service**

The agreement is made 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 services approved by us.

### **6.8. 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 6.4 of these terms and conditions.

## **7. CARD**

### **7.1. Card ownership and user rights**

We as the bank own the physical card, and you as the cardholder have the right to use it. The card and the related secret PIN code are personal. The card may not be modified, duplicated or handed over to third parties. Card features can only be updated or removed from the card with our permission or in a manner approved by us.

### **7.2. Card validity**

The period of validity of the card is marked on the card. You as the cardholder are not entitled to use the card after its validity has expired. As the cardholder, you undertake to destroy the card after it has expired by cutting it into several sections in such a way that the chip and the magnetic strip are destroyed.

Your card may be renewed if your card and account agreement is valid and you, as the cardholder, have complied with the terms and conditions for the card and its features and the accounts. We shall deliver the renewed card to the Finnish postal address provided by you unless we separately agree with you otherwise. Regulatory requirements, the rules of card companies or international sanctions may prevent us from delivering cards to certain geographic areas.

### **7.3. Discussing card information with the bank's representatives**

The entire card number must not be mentioned in your written messages, telephone conversations or online meetings with our representative for information security reasons. Only the final four (4) numbers may be stated.

## **8. LIABILITY OF THE ACCOUNT HOLDER AND CARDHOLDER FOR CARD USE**

As the account holder and the cardholder linked to the account, you are responsible for all the transactions you have made using the cards linked to the account and for ensuring that the account has sufficient funds for withdrawals and payments. In addition, you are responsible for all card transactions made before we receive a notice of termination.

Only you as the cardholder can use the card and the related PIN. The card must not be used after the account or card agreement has been terminated or your right to use the account linked to the card has been terminated. As the account holder and person entitled to use the account, you can only use the card without going overdrawn. As the cardholder, you are liable for the use of the card and for the fees and charges for card use together with any parallel cardholder.

The use of any card linked to the account for payment after the account has been closed is prohibited.

## 9. METHODS OF CARD USE

The card may only be used in the ways described in these terms and conditions or in other ways approved by us. We are not responsible if the card is used for other purposes. The card cannot be used to purchase products or services whose purchase is against the legislation in effect in Finland at any given time.

### 9.1. Paying for purchases and services

You can use the card to pay for purchases and services in Finland and abroad at points of sale that accept the card as a means of payment.

The merchant has the right to check your identity and mark the last four characters of your social security code in the proof of payment. As the cardholder, you accept that the merchant reserves sufficient funds for your withdrawal or payment in the account linked to your card. The reserved funds will be removed when the card payment is debited or, at the latest, seven (7) days after the funds were reserved.

As the cardholder, you must not circumvent the check limit at the place of purchase by accepting several card transactions for the same purchase.

### 9.2. Paying for purchases and services online and in payment applications

As a Visa cardholder, you can pay for products or services with the card online. For payment, you need the card number and the validity period of the card and, if requested, the three-digit security code on the reverse side of the card. In connection with some payments, we ask you for strong identification through the Visa Secure authentication service, where you need your online banking codes or S-mobiili identification.

### 9.3. Payment of purchases and services using recurring payment

As a Visa card holder, you can enter into an agreement with a merchant to allow the merchant to automatically charge a recurring payment from you for a product or service. As the cardholder, you accept the first payment to be debited online, on a payment terminal or otherwise in accordance with these card terms and conditions. As the cardholder, you must check that the amount of the recurring payment is correct. If you want to stop the service, contact the merchant with whom you have entered into an agreement.

### 9.4. Making account transfers in digital services

If you have a card with a Visa Credit facility, you can use digital services to make account transfers from a credit account to a bank account. We shall charge a fee for such a transfer in accordance with our service price list.

### 9.5. Cash withdrawals and deposits

#### Withdrawing cash at cash machines

With the Visa card, you can withdraw cash from cash machines marked with the Visa logo. As the cardholder, you can choose whether to make a withdrawal from the bank account (debit) or from the credit account.

As the cardholder, you can limit the maximum daily amount of cash withdrawals by setting a feature-specific cash withdrawal limit.

#### Withdrawing cash from a store in connection with a card purchase (cash back)

With a Visa card, you can withdraw cash from a store cashier in connection with a card purchase. Cash withdrawals in connection with a card purchase are only possible in stores offering this service. Cash withdrawals are the service of the merchant or other company providing the service, and the maximum amounts of any fees and cash withdrawals are determined by the company providing the service. A card transaction to be confirmed by the PIN includes both the cash withdrawal and the amount of the card purchase.

#### Withdrawing cash at S Group outlets

If you have a card with a debit feature, you can withdraw cash from a bank account linked to your card in some S Group outlets without making a purchase. We are entitled to charge a fee in accordance with our service price list.

#### Depositing cash at cash machines

You can use a cash deposit machine to deposit cash into the bank account linked to the card's debit feature. The cash you deposit will be counted and checked for authenticity by the cash deposit machine in accordance with the regulations of the European Central Bank. The operator of the cash machine has the right to examine the money separately and, if necessary, send it to the authorities for investigation if there is reason to doubt its authenticity. We will transfer the funds to your account once they have been counted and their authenticity has been verified.

You have the obligation to provide evidence of the origin of the funds you deposit if we request it.

The amount and number of deposits at a cash deposit machine are limited per machine. We also have the right to restrict the use of cash deposit machines and impose restrictions on cash deposits.

You are responsible for checking the machine's return box after your deposit and recovering any returned funds.

#### Depositing cash at S Group outlets

With a card with a debit feature, you can deposit cash in a bank account linked to your card in some S Group outlets. The maximum amount of cash deposits is limited. When you make a deposit, a pre-authorisation is made in the bank account, which increases the funds available in the account. The pre-authorisation will be removed when the corresponding deposit is entered in the account. We are entitled to charge a fee for the deposit in accordance with our service price list.

#### Liability of the bank for the operation of cash dispensers and cash deposit machines

Services offered by cash dispensers vary, and the units display the options that are available. We are not responsible if withdrawing cash from the desired account linked to the card is not possible or if depositing cash to the account linked to the card is not possible. We are neither responsible for any disturbances or disruptions in the operation of cash dispensers.

## 10. APPROVAL OF A CARD TRANSACTION

If your card has both a debit feature and a credit facility, you as the cardholder must indicate which payment feature of the card you wish to use. You can choose the payment feature if the merchant uses a chip payment terminal into which the card is inserted and the payment is accepted using the PIN code. You cannot change your choice afterwards. If the merchant does not have a chip payment terminal in use, purchases will be charged from the credit account linked to the card (credit facility). When using the contactless payment feature, the purchase is always charged from the bank account linked to the Visa Credit/Debit card (the debit feature). The merchant can choose the payment features they offer. We shall not be liable if the merchant does not accept the card or any card feature as a means of payment.

#### Unique identifier or other information to be provided to execute a card transaction

In connection with a card transaction, you must provide the card details either by reading the card on a payment terminal or, in connection with remote payment (online, postal and telephone sales), by providing the card details: the card number, the validity period and, if requested, the three-digit security code on the reverse side of the card. We are not liable for any non-execution of a card transaction or an erroneous execution of a card transaction if any of the card details you provide is incorrect.

#### Consent to a card transaction and cancellation of a card transaction

As the cardholder, you give your consent to the card transaction in one of the following ways defined by the merchant:

- by entering the card's secret PIN
- by signing by hand
- by using the card on a device that does not require the PIN
- by using the card's contactless payment feature
- by submitting card information online or in postal and telephone sales
- by using your card otherwise in a manner that creates the basis for debiting.

Before giving your consent, you must check the currency for the card transaction, the amount of payment and the accuracy of the card transaction.

You will not be able to cancel a card transaction after you have given your consent to the transaction in the manner specified above.

We are entitled to debit from your account card transactions which you, as the cardholder, have approved in the manner described above.



## 11. RESERVING FUNDS FOR CARD PAYMENTS AND EXECUTION OF PAYMENT

### Debiting a card transaction or entering an amount in a credit account

Card transactions are debited in accordance with the features linked to the card either from the bank account (debit feature) or from a credit account linked to the card (credit facility). A reservation of funds for a transaction made using a card can be made in the account linked to the card.

The Visa Credit facility may be used in accordance with the credit limit we grant. The terms and conditions of the Visa Credit credit account are applied to credit related to cards with a Visa Credit facility.

We will debit the card transaction from the account linked to your card no later than on the next banking day after the merchant has provided us with information on the card payment.

We are entitled to debit card transactions from your other account if the account linked to your card is terminated before we receive the card payment details from the merchant.

We have the right to debit card transactions from the account within the general period of expiration for receivables from the account.

## 12. RESTRICTING CARD USE

### 12.1. As the cardholder, you can restrict card use with safety limits

As the cardholder, you can change and view your daily safety limits through the online banking service, S-mobiili and at our customer service points.

Daily limits may be exceeded if funds are not reserved when the card is used.

As the cardholder, you can restrict the geographical area for card transactions within the framework of the areas of use we offer. The restriction of the geographical area of use does not apply to:

- online purchases
- recurring payments
- transactions for which no funds reservation is made
- exceptional cases where information about the country of origin of the payment is missing or incorrect. In these cases, the transaction will not be rejected due to the area limitation.

As a cardholder, you can temporarily block the use of the card, or close the card permanently, in which case you will be automatically ordered a replacement card. The agreement for the temporarily blocked card will expire after three (3) months, in which case we will terminate the blocked card.

### 12.2. Bank's right to restrict card use

#### Cancelling a card or restricting its use

We have the right to cancel a card or restrict the use of the card and the credit linked thereto in the following situations:

- 1) The secure use of the card has been compromised.
- 2) There is reason to suspect unauthorised or fraudulent use of the card or the card is used in violation of the law or the general terms and conditions for the card.
- 3) The card has a credit facility and the risk that the cardholder responsible for paying the credit will be unable to meet their payment obligations has significantly increased.
- 4) The cardholder is applying for the rearrangement of private debt or corporate restructuring or discontinues his or her payments.
- 5) The account holder or cardholder becomes subject to international sanctions or resides in a region subject to sanctions.
- 6) The account holder or cardholder passes away.
- 7) We suspect that the merchant is fraudulent.
- 8) The account holder or cardholder does not provide, at our request, the information required by law to identify the customer.

We inform the cardholder of cancelling the card and its reasons in advance in accordance with section 6.4 of these terms and conditions. However, we may inform you immediately after cancelling the card if this is justified in order to prevent or limit damages. We shall not notify you of cancelling the card if this would compromise the reliability or security of payment systems, for example, or if doing so is otherwise prohibited by law.

Once we have cancelled the card, the merchant or our agent has the right to take the card and return it to us.

In addition, we have the right to cancel the card if it is returned to us or we cannot send it to the cardholder.

### 12.3. Restoring the possibility to use the card

As a cardholder, you can request that your ability to use a card that has been cancelled is restored by calling our customer service, by responding to the text message we have sent, by sending a message via the online banking service or S-mobiili or by visiting our customer service point.

We will restore the card or replace it with a new product that is as close to the original product as possible when the grounds for cancelling the card no longer exist.

### 12.4. Bank's right to refuse execution of a card transaction

We may refuse to execute a card transaction in the following situations:

- There are insufficient funds in the account linked to the card.
- The card has expired.
- The transaction is not within the agreed limits.
- We consider the use of the card to be jeopardised by a payment transaction.
- The cardholder has given an incorrect PIN or other identification data (such as online banking codes in the Visa Secure identification service).
- The cardholder has acted in violation of the terms and conditions of the agreement.
- We have reason to suspect incorrect use of a payment instrument.
- We have another justified risk management reason. For example, the payer, payee or payee's bank is subject to international sanctions.
- If required by the rules of international card companies, regulations, or official guidelines or orders.
- If it is stipulated elsewhere in the law.

The cardholder using the card is notified of a card transaction being refused when the merchant tells the card user that the card transaction has failed.

In addition, as part of S-Bank's risk management, we may compare card transactions and cardholder information with financial and other sanctions, notices and orders issued by international card companies, the European Union, the UN Security Council, and domestic and foreign authorities, such as the Office of Foreign Assets Control (OFAC). We may take action required by these sanctions and orders, such as requesting further clarification about the transaction, refusing to complete the transaction, or blocking the card.

## 13. CARDHOLDER'S OBLIGATIONS

### 13.1. Keeping the card and PIN safe

The card, the card information and the card PIN code are personal and must not be handed over to another person for use. As the cardholder, you must take good care of the card and keep it separate from the PIN code and any online banking codes. You must regularly check that the card is safe, especially in situations where the risk of loss of the card is high due to crowds or pickpockets operating in restaurants.

Store the PIN and check your forgotten PIN in a way that does not allow third parties to find out your PIN. As the cardholder, you undertake to destroy the slip containing the PIN that was sent to you by us, and also to not write it down in an easily recognisable form. Use your hand to shield the keyboard when entering your PIN to stop third parties seeing the key combination you use.

If you stop using the card during its validity period or at our request, you must, as the cardholder, cut the card into several sections in such a way that the chip and magnetic strips are destroyed. Notify our customer service of having stopped using the card or return the card to one of our customer service points.

### 13.2. Reporting a lost card

Inform us without delay if your card or device and the card information saved in it are lost, fall in the hands of a third party, are used in an unauthorised manner or your PIN is disclosed to a third party.

Report the loss of a card primarily to the card blocking service that is open 24 hours a day. The number of the card blocking service for all banks is,

- when calling from Finland: 020 333 (local/mobile network charge), and
- when calling from abroad: +358 20 333 or +358 800 1 2400 (local/mobile network charge)

The Block Card function in S-mobiili or the online bank can also be used to make a loss report around the clock. In addition, you can block the card at our customer service desks during their opening hours.

When reporting a lost card, you must state your name and personal identity code and the fact that the card was issued by S-Bank. The loss report cannot be cancelled.

A card that has been reported lost or in the possession of a third party must not be used. However, if you are using the card as the cardholder, we have the right to collect and charge from your account the confiscation fee for the card, as well as the costs incurred by us for the use and confiscation of the card. The use of all cards linked to the account is prohibited when the account is closed.

A fee in accordance with our service price list will be paid to the finder of a lost card, which will be charged from the account linked to the lost card.

You will automatically receive a new card to replace the one you have reported to the blocking service.

### **13.3. Comments and claiming compensation**

As the cardholder, you must check the account statement and the credit card invoice and make any comments regarding card transactions without undue delay. For making comments, you need to keep the receipt of the card transaction until you have been able to check the correctness of the transaction on the account statement. We will charge fees in accordance with our service price list for written clarifications we produce for you upon your request, unless the law stipulates that such a clarification must be given free of charge.

A specific written claim for compensation must be made to us without undue delay for any unauthorised or erroneous card transactions.

## **14. LIABILITY FOR UNAUTHORISED CARD USE**

### **14.1. Liability of the cardholder and account holder for unauthorised use**

The cardholder and the account holder shall only be liable for the use of a lost card or its information or a card that has fallen into the possession of an unauthorised user or its information if the unauthorised card use is due to one of them

- 1) handing over the card or card information to an unauthorised user, or
- 2) failing to fulfil his or her obligations under section 13.1 of these terms and conditions due to negligence; or
- 3) having neglected his or her obligation, in accordance with section 13.2 of these terms and conditions, to inform us without undue delay of the loss of the card or card information, the falling of the card into the possession of an unauthorised party or any unauthorised use he or she has detected.

The liability of the cardholder and account holder for unauthorised card use shall be no more than 50 euros in cases mentioned in paragraphs 2) and 3) above. This limitation shall not apply if one of them has acted deliberately or with gross negligence.

The cardholder and the account holder shall not be liable for unauthorised use of the card

- 1) after we have been notified of the card being lost or having fallen into the possession of an unauthorised user or being used without authorisation, or
- 2) if the merchant has not appropriately verified that the payer has the right to use the card; or
- 3) if we have not required strong authentication of the payer.

However, the cardholder and account holder shall always be liable for unauthorised use of the card if one of them has deliberately filed a false report or otherwise acted fraudulently.

### **14.2. Bank's liability for unauthorised use**

We shall refund the amount of an unauthorised card transaction to the account once we have determined that as the cardholder you are not responsible for the unauthorised use of the card. However, you shall not be entitled to a refund of the amount of the card transaction or other compensation if you do not report an unauthorised card transaction without undue delay after discovering it.

## **15. LIABILITY FOR ERRONEOUS CARD TRANSACTIONS**

Report any unexecuted or incorrectly executed card transaction to us without undue delay after it has been detected.

If a card transaction has not been executed or has been executed incorrectly, we will start tracking the transaction at your request and will notify you of the results.

In this case, we will charge you the costs of tracing the card transaction that we need to pay to the payer's or merchant's service provider located outside the European Economic Area that has participated in the execution of the card transaction.

If a card transaction has not been executed or it has been executed incorrectly due to incorrect information provided by you, we are not obligated to trace the card transaction. However, we will use reasonable measures to recover the amount charged for the card transaction. In this case, we shall have the right to charge you for the costs of recovering the funds. We will refund the payment that was debited from the account linked to the card but not executed or that was incorrectly executed. In this case, you have the right to be refunded any expenses related to the refunded card transaction that were charged from you. In addition, you are entitled to compensation for any interest you have to pay due to the non-execution or incorrectness of the payment. However, we do not have to refund the money if the non-execution or incorrect execution of a card transaction is due to incorrect information you have provided or if a payer's or merchant's service provider located outside the European Economic Area takes part in the execution of the payment.

## **16. BANK'S RIGHT TO DISCLOSE INFORMATION, REGISTRATION OF DATA AND PROCESSING OF PERSONAL DATA**

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.

Together 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 Become a Co-Op Member 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.

You have the right to know what information about you has been recorded in our 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 or outdated for the purpose of processing in the register. 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.

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 and the regulations issued by the authorities at any given time.

By using the card, you give your consent for us to process the personal data necessary for the provision of the service in accordance with this agreement. Card payments require the disclosure of the necessary personal data to international card companies and other relevant parties, such as merchants accepting card payments and mobile payment service providers. If you use digital payment services, we have the right to disclose your personal data necessary for the provision of the service to an international card company or other payment method provider. You agree to the terms and conditions for digital payment when you activate the service.

We have the right to disclose individual data related to the use of the card to the joint account holders and the jointly responsible cardholders.

In addition, we have the right to respond to the merchant's enquiry about sufficient funds for a card payment.

We also have the right to disclose to the card manufacturer and companies providing additional card features your personal information necessary for manufacturing the card or required by the additional feature.

When you use a cash machine or another automated machine, the transaction data will be saved in the information system of the company operating the cash machine. In such a case, we will inform the company that operates the cash machine about whether the transaction is allowed.

We, SOK Corporation and S Group companies have the right to acquire and exchange information about the cardholder and membership benefits concerning card use, as well as to provide instructions related to card use.

## **17. LIMITATION OF LIABILITY**

### **17.1. Bank's liability and its limitations**

We shall not be liable for any damage caused by interruptions in the operation of cash machines or payment terminals under the responsibility of third parties.

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 executed late, as well as expenses for the payment transaction that were charged to you.

We shall be obligated to compensate you for any direct losses caused by an error, negligence or delay caused by 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 we acted in breach of the obligations laid down in the Payment Services Act. In such a case, indirect losses include the loss of income caused by our erroneous conduct or the measures resulting from it, damage resulting from an obligation under another agreement or other comparable loss. However, we shall not be liable for any indirect loss caused by an error or negligence in the execution of a payment order, or by late payment. We may only compensate for such indirect damage that has a causal relationship with our conduct that is in violation of the law or the agreement and which we could reasonably be expected to foresee. We shall not be entitled to invoke limitations of liability if the damage was caused intentionally or through gross negligence by us, or anyone whose conduct we are responsible for.

As the cardholder, 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 return the service fees we have charged only insofar as they concern the error or negligence that caused the damage.

We shall not be liable for any damage caused by the use of the card in violation of the instructions or the incorrect use of the card, or for failing to execute a payment due to insufficient funds in the account. The merchant or service provider is responsible for any defects and errors in the products and services purchased and paid with the card. We are not party to these contracts and are only responsible for compliance with their terms and conditions as regards our liability under the consumer protection legislation in force.

### **17.2. Obligation of the cardholder and the account holder to limit damage**

If you as a cardholder 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 and other circumstances.

### **17.3. Force majeure**

Neither party (you or us) shall be liable for damage 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.

## **18. REFUND OF THE AMOUNT OF A SPECIAL CARD TRANSACTION**

Providers of vehicle rental and accommodation and travel services, such as car rental companies, hotels and shipping companies, are entitled, in accordance with the general contract practice, to charge, without your signature and afterwards, for reasonable fuel charges, telephone charges, minibar and meal costs, other costs you have incurred, as well as charges for cancelled and uncancelled hotel reservations. We can return to you, upon your request, the monetary amount of a card transaction initiated by or through the merchant if the monetary amount of the card transaction is not specifically stated in your consent.

As the cardholder, you must request a refund from us within eight (8) weeks from the date when the money was charged for the card transaction. We will return the amount to the same account from which the transaction was charged. However, you are not entitled to a refund of the monetary amount of the card transaction if the merchant's bank located outside the European Economic Area participates in the execution of the card transaction or the card transaction is denominated in a currency other than the euro or a currency of a country belonging to the European Economic Area.

## **19. PROCESSING CUSTOMER COMPLAINTS**

We shall reply to any complaint by a message 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 our final response. We will provide a final response to you within 35 banking days of receiving your complaint.

## **20. 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)).

## **21. AUTHORITIES SUPERVISING THE BANK'S OPERATIONS**

We are supervised by the Finnish Financial Supervisory Authority and, in consumer matters, also by the Consumer Ombudsman. Contact information of the Financial Supervisory Authority: Financial Supervisory Authority, Snellmaninkatu 6, P.O. Box 103, FI-00101 Helsinki ([www.finanssivalvonta.fi](http://www.finanssivalvonta.fi)). Contact information of the Consumer Ombudsman: Finnish Competition and Consumer Authority, P.O. Box 5, FI-00531 Helsinki ([www.kkv.fi](http://www.kkv.fi)).

## **22. APPLICABLE LAW AND THE CHOICE OF COURT**

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.*



# TERMS AND CONDITIONS FOR A VISA CREDIT ACCOUNT

In addition to S-Bank's general card terms and conditions, the following terms and conditions apply to credit granted as a Visa Credit account.

## 1. GRANTING A CREDIT ACCOUNT

The Visa Credit account is granted by S-Bank Plc. A credit account may be granted on application to one or two persons at least 18 years of age living in the same household who have their domicile or permanent residence in Finland.

The agreement shall be valid until further notice if you use the credit account during the card's period of validity. If you do not use the credit account at any time during the card's validity period, we may consider the credit agreement to be expired when the card expires. In this case, we will renew your Visa Credit/Debit card as a Visa Debit card without a credit facility. We may also renew your Visa Credit/Debit card as a Visa Debit card if the credit feature on your card has been blocked or the credit feature has been terminated for reasons set out in sections 9, 10 or 13 of the Terms and Conditions for a Visa Credit Account.

The signatories of the application for a Visa Credit account are jointly and severally responsible for compliance with the terms and conditions of the credit and the repayment of the credit. The application we have approved together with these terms and conditions and our service price list forms a credit agreement between you and any applicant jointly and severally responsible for the application and us. By signing the application, you agree that we can obtain your credit information related to the granting of the card and credit control, other information necessary for the credit and customer relationship, and to collect and process information about your previous credits from other creditors using the consumer credit reference system maintained by Suomen Asiakastieto Oy.

We shall check the personal credit information of credit applicants from Suomen Asiakastieto Oy's credit register or another reliable register. We also check the information for a person applying for credit in the Positive credit register. When credit is granted and at the various stages of the customer relationship, we can use customer information saved for the purpose of the customer relationship, such as payment information for the account. We can also make a credit decision automatically on the basis of personal credit information, customer information and information provided in the application. If you so wish, you can also ask us to manually process a decision we have made automatically. We are under no obligation to justify the credit decisions we make. If the main reason for rejecting a credit application is your credit report, we will let you know.

## 2. CREDIT LIMIT

We can grant a lower credit limit than the one you applied for. In this case, we will inform you in writing. At your request, we may change the credit limit at our discretion during the period of validity of the agreement. We shall charge a fee for such a change in accordance with our service price list.

## 3. AVAILABLE FUNDS EXCEEDING THE CREDIT LIMIT

If you wish, you can make an extra payment to the credit account, which will increase the funds available to the credit account by up to three thousand (3,000) euros. Additional funds may also arise from refunds made by merchants. The payment will first be allocated to our receivables, and a larger payment will result in available funds in excess of the credit limit.

We do not pay interest on available funds above the credit limit, and it is not covered by the deposit guarantee.

The same terms and conditions and withdrawal limits apply to the use of funds exceeding the credit limit, and the same fees according to the service price list shall be charged for the use of the credit. We have no obligation to return funds exceeding the credit limit, but you can transfer it to your account, in which case a fee in accordance with our service price list shall be charged for the transfer. Upon termination of the credit account, any available funds will be returned to the holder of the main card.

## 4. USE OF THE CREDIT ACCOUNT

You have the right to use the credit within the credit limit agreed on in the credit agreement provided that you have paid the monthly instalments and other payments on their due dates at the latest. Using credit will reduce and the part of the monthly instalment allocated for repayment entered into the credit account will increase the amount of credit available at any given time. If the

credit limit is exceeded, we shall charge the overdraft in full, at the latest, in connection with the next monthly instalment in addition to the normal monthly instalment. We shall charge a fee according to our service price list for the overdraft.

## 5. ACCOUNT INFORMATION SERVICES AND DATA ENQUIRIES ON THE VISA CREDIT ACCOUNT

You may submit a request to provide us with credit account transaction information through account information services. Requests for information submitted to us will be executed with the same content as we have received them. If an account information inquiry requests information the inquirer is not entitled to receive, we may choose not to provide such information.

We may block inquiries about account information if there is a justified reason related to the unauthorised or fraudulent use of a payment account by an account information service provider. We will inform you of the blocking and the grounds for it as agreed in section 6.4 of the Card Terms and Conditions, unless there are justified safety reasons for not reporting or reporting is otherwise prohibited by law.

## 6. INTEREST ON THE CREDIT

Card purchases made from a credit account are interest-free until the next due date following their invoicing, after which we calculate the interest on the unpaid debt in accordance with the credit agreement. Cash withdrawals and account transfers from a credit account are interest-bearing from the date of entry. We will invoice the interest as a whole, regardless of whether it is made up of withdrawals, transfers or interest-bearing credit. The part of the invoice total that you do not pay on the due date of the invoice constitutes interest-bearing credit. The total interest rate of the credit consists of the reference rate agreed in the agreement and a margin. The margin may be adjusted in accordance with section 18. The reference rate is published at [www.suomenpankki.fi](http://www.suomenpankki.fi), for example. The annual interest charged on the credit after the due date is the 3-month Euribor rate, that is, the reference rate plus a product-specific margin, as specified in the agreement. You can check the product-specific margins in force at any given time in our service price list.

We will adjust the reference rate of interest every three months to correspond to the quotation of the 3-month Euribor rate on the last banking day of January, April, July and October. When the reference rate of interest changes, the interest rate of the credit changes accordingly. If the reference rate is lower than 0.000%, we will apply the reference rate of 0.000% to this agreement. We will start applying a new rate of interest from the first day of the month following the quotation month of the reference rate. We will notify the main cardholder of the valid interest in an invoice or account statement, and we will display it in the online banking service so that the cardholder can see it. The value of the reference rate of interest at any given time is available at our customer service points. We calculate the reference rate according to actual days using 360 as the denominator.

If the quotation of the reference rate of interest is stopped or suspended or a material change takes place in the mechanism for determining the reference rate, the reference rate applicable to the credit will be determined in accordance with a provision on the new reference rate or a decision or guideline issued by the authorities. If a legal provision or an official decision or guideline on the new reference rate of interest is not issued, the reference rate of interest applied to the credit before the end of the interest determination period shall continue to be applied as the reference rate for the credit until the new reference rate defined by the bank enters into effect. Before determining the new reference rate of interest, the bank will inform the authorities supervising the new reference rate of interest and reserves an opportunity for them to be heard in the matter. The bank will inform the debtor of the new reference rate of interest at least three (3) months before it enters into force.

## 7. CREDIT INVOICING AND REPAYMENT

The credit will be repaid in agreed monthly instalments. Any interest and other charges and fees related to managing the credit relationship are added to the monthly instalment, which are in accordance with section 6 of these terms and conditions and our service price list.

The monthly instalment pays the interest and any fees and charges before the repayment. We shall send the main cardholder an invoice for each monthly instalment by post or electronically as agreed with the cardholder. The amount of the instalment is an agreed percentage of the amount of



credit in use at the time of invoicing, but not less than 40 euros. If the amount of unpaid credit under the credit agreement is lower than the minimum repayment, the instalment is the entire outstanding amount of credit.

The due date of the invoice may be the 15th or last day of the month. When the due date of the invoice is the 15th day of the month, the invoice shall include any unpaid capital, interest accumulated during the invoicing period and fees, as well as all transactions that were recorded in the credit account during the previous calendar month. When the due date of the invoice is the last day of the month, the invoice shall include any unpaid capital, interest accumulated during the invoicing period and all transactions that were recorded in the credit account during the period from the 15th day of the previous month until the 14th day of the current month.

You must always pay the full amount invoiced, even if a refund had been recorded to the credit facility after the invoice was generated.

The invoice shall fall due for payment on the selected due date on a monthly basis. If the due date is not a banking day, the payment date will be postponed to the next banking day. In this case, interest will be charged until the postponed payment date. You must agree on any changes to the payment schedule with us. We shall charge a fee for such a change according to our service price list.

You are entitled to two (2) payment-free months in a calendar year if the credit account has been managed in accordance with the terms and conditions of the agreement. Payment-free months cannot be consecutive months and they will not be granted after the due date. We will charge the interest and any other fees for the month selected as payment free as part of your next monthly instalment.

You have the right to pay a monthly instalment larger than the one agreed in the agreement or the entire credit without any costs arising from premature repayment. The portion of your instalment exceeding the monthly instalment in accordance with the agreement will reduce the capital of the credit. It will not release you of the obligation to pay future unpaid monthly instalments on due dates according to the agreement. If you pay the credit on a day other than the due date, interest shall be calculated until the payment date.

Make any comments you may have about invoices without undue delay once the invoice or account statement has arrived. We recommend that you keep your purchase receipts in order to check your invoices.

## **8. OTHER FEES CHARGED FOR THE CREDIT**

We have the right to debit and charge you the charges and fees in accordance with the terms and conditions and our service price list valid at any given time in connection with the monthly instalment. The interest margin on the credit account and the fees and charges related to the management and use of the credit account are available in our service price list, which is part of the credit agreement.

The debtor is not obligated to pay credit costs in excess of the maximum amount allowed by the Consumer Protection Act. The maximum amount of credit costs is limited as defined in the Consumer Protection Act. If these credit costs exceed the maximum amount specified by law, we will refund the overcharged credit costs to the cardholder's credit account. For the calculation of the maximum amount of credit costs, the annual period shall run from the date of conclusion of the credit agreement until the day preceding the corresponding day in the following year.

## **9. TERMINATION OF THE CREDIT AGREEMENT**

You have the right to terminate the agreement with immediate effect by notifying us and destroying the card. If the credit has more than one debtor, the termination of the card or card agreement will also automatically lead to the termination of the credit agreement. After termination, the card must not be used. After termination, the remaining credit will be paid out in accordance with the terms and conditions of the credit agreement. When a jointly and severally liable debtor terminates the credit, his or her liability is limited to the amount of credit outstanding at the time. After that, the remaining debtor shall be solely responsible for any credit arising after that.

We have the right to terminate the entire credit agreement or part of the credit amount so as to fall due within two (2) months of the termination. We shall send a notice of termination in accordance with section 6.3 of the general card terms and conditions.

We use automated decision-making to monitor whether grounds exist for the termination or acceleration of card credit. If we terminate or accelerate your card agreement based on automated decision-making, you have the right to request that we process the decision again manually. We provide information about termination and cancellation in sections 3.5.1 and 3.5.2 of the General Card Terms and Conditions. The grounds for termination and acceleration related to Visa Credit are explained in sections 9 and 10 of the Terms and Conditions for Visa Credit.

## **10. SPECIAL GROUNDS FOR THE ACCELERATION OF CREDIT**

### **10.1. Non-payment**

If your payment of our receivable has been delayed by at least one month and remains unpaid, we shall have the right to accelerate the maturity of the entire remaining credit, including interest and other fees, to be paid by you within four weeks of sending the notice of maturity.

If we have previously reminded you of a delayed repayment, we have the right to accelerate the maturity of the remaining credit, including interest and other fees, to be paid by you within two weeks of sending the notice of accelerated maturity.

We shall not accelerate your credit if you have defaulted on payment due to illness, unemployment or another comparable impediment. However, we can accelerate the maturity of the credit if the situation, given the duration of the default and other circumstances, would otherwise be clearly unreasonable for us. Notify us of any impediment without delay.

### **10.2. Reason other than late payment**

If you have provided us with misleading information affecting the granting or terms of the credit or have committed another material breach of the agreement, we have the right to accelerate the entire remaining credit, including interest and other fees, within four weeks of sending you the notice of accelerated maturity.

If we have previously reminded you of a breach of agreement or notice that the debtor's ability to pay has significantly deteriorated, we have the right to accelerate the maturity of the remaining credit, including interest and other fees, to be paid within two weeks of sending the notice of accelerated maturity.

We will not accelerate the credit if you have corrected the conduct that was in violation of the agreement within the time limit provided.

The credit will fall due for immediate repayment on our demand if the debtor or one of them dies or is declared bankrupt or the district court has confirmed the debt restructuring of a private individual or corporate restructuring.

### **10.3. Bank's right to appeal to grounds for accelerated maturity**

Even if we do not accelerate the credit as soon as we are informed of grounds for acceleration, we do not waive our right to invoke the grounds for acceleration. We must inform you of the non-waiver in writing within six months of the date on which we are informed of the grounds for acceleration.

## **11. INTEREST ON LATE PAYMENT**

If you do not pay the instalments by the due date, you must pay annual interest on the delayed amount in accordance with the Interest Act from the due date until the payment date. However, the interest for late payment is always at least equal to the interest charged on your debt at any given time.

## **12. REGISTERING A PAYMENT DEFAULT IN THE CREDIT INFORMATION REGISTER**

By signing these terms and conditions, you accept that information of any payment default of yours is disclosed to the credit information register for registration.

We have the right to report and the data controller has the right to record a default in the credit information register if your payment is more than 60 days overdue from the original due date and at least three (3) weeks have passed since you were sent a payment reminder reminding you of the possibility that your payment default may be entered in the credit information register.

### 13. RESTRICTING ACCESS TO CREDIT

The use of the card and credit account will be prohibited if you neglect to make your payment by the due date, exceed the granted credit limit or otherwise act in violation of the terms and conditions of the credit account. If a credit has more than one debtor, and we have restricted the right to use the credit account, we have the right to inform all debtors of the credit account of the reason for restricting the use of the credit account.

If you try to pay with a card that is blocked, the merchant has the right to take confiscate the card at our request. We will charge a confiscation fee payable to the merchant from you.

### 14. LIMITING THE USE OF A CREDIT ACCOUNT DUE TO THE LIMITATION OF GUARANTOR'S LIABILITY

If your credit involves a guarantee or other security provided by a third party and the guarantor or provider of security informs us of the limitation of their liability, we have the right to immediately restrict the use of your credit account. We will inform you immediately of any restriction on the use of your credit account in accordance with section 6.3 of the card terms and conditions.

### 15. CLOSING A CREDIT ACCOUNT DUE TO AN ENFORCEMENT OFFICER'S NOTICE

If an enforcement officer informs us of a payment prohibition on credit, we have the right to immediately close the credit account and prevent the use of the credit. We will inform you immediately of closing your credit account in accordance with section 6.3 of the card terms and conditions. In this case, your right to use the card linked to your credit account will be cancelled and you must destroy the card. In this case, we have the right to terminate your credit agreement and accelerate the maturity of your entire remaining credit with interest and other charges.

### 16. DEBTOR'S OBLIGATION TO INFORM

You must inform us immediately of any changes to your contact information (such as name, address, telephone number and email address). If you fail to notify us of a change in your contact information and this information is necessary for the invoicing we process and the related customer service, we have the right to obtain your changed contact information and charge you a fee according to our service price list.

You must provide, at our request, information about your financial position and other information affecting this credit relationship that is necessary to us for the purpose of the credit relationship.

### 17. THE MAIN CARD HOLDER IS OBLIGED TO FORWARD ANY CREDITOR'S NOTIFICATIONS CONCERNING THIS AGREEMENT TO THE HOLDER OF A PARALLEL CARD.

### 18. AMENDING THE CREDIT AGREEMENT, ITS TERMS AND CONDITIONS AND THE SERVICE PRICE LIST

We may amend the credit agreement, these terms and conditions and the service price list by a separate agreement. In addition, we may amend the credit agreement, these terms and conditions and the service price list by notifying you of the amendment to the agreement, these terms and conditions or the service price list in accordance with section 6.3 of the general card terms and conditions.

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 will continue in effect with the amended content unless you notify us in writing by the date when the amendments take effect that you object to the amendment. If you object to the amendments, you and we have the right to terminate this agreement in accordance with section 9 of these terms and conditions.

### 19. TRANSFERRING THE AGREEMENT

We have the right to transfer this Agreement, including all rights and obligations, to a party appointed by us without consulting you. We shall notify you of the transfer of the credit agreement in accordance with section 6.4 of the general card terms and conditions.

### 20. APPLICABLE LAW AND THE CHOICE OF COURT

You as a retail customer and we as a bank can take action against each other regarding any disputes arising from a credit 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, an action concerning a credit account 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 or in the Helsinki District Court.

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.*