

# GENERAL TERMS AND CONDITIONS FOR S-BANK ACCOUNT

Please read these terms and conditions carefully before using the account. On this page, you will find a summary of the terms and conditions to which you should pay particular attention.

## Account costs and taxation of interest income

There are no monthly or annual fees for the account if you are a co-op member or belong to a co-op member household. We will charge other customers a monthly fee for the account according to our service price list.

We will automatically withhold tax at source for any interest income paid to the account. You do not need to report the interest income to the tax authorities yourself.

## Withdrawing and depositing cash at S Group stores and S-Bank customer service points

You can deposit cash in your account either at the checkouts of S Group stores using your S-Etukortti Visa Card or at our customer service points. We have the right to set customer service-point-specific and outlet-specific limits on the opening hours for cash services and the amounts of cash withdrawals and cash deposits made to the account. You can read more about the limits on our website in Finnish [s-pankki.fi/kateinen](https://s-pankki.fi/kateinen).

## Our right to block the use of your account if necessary

Please note that we have the right to block the use of your account if, as the account holder or authorised user of the account, you have not provided us with sufficient descriptive data despite our request. We may also have reason to suspect that someone else is trying to use your account.

*Read more under section 9 of the terms and conditions.*

## Termination of the account agreement

If you wish, you have the right to terminate the account agreement with immediate effect. We have the right to terminate the account agreement after two months from the date of sending the notice of termination. Under certain conditions, we also have the right to cancel the account agreement with immediate effect. You will not accrue any expenses from termination. When the account agreement ends, we will hold the funds in the account at the time in custody until you withdraw them, but we will no longer pay any interest on them.

*Read more under section 2.4 of the terms and conditions.*

## Bank statement

You can view details of your account transactions conveniently in S-mobiili or the online banking service under account transactions. If you need a bank statement for your account, you can easily print it out from the online banking service free of charge. If you do not use online banking services, you can obtain a bank statement from our customer service point. If you prefer, you can also request that the bank statement be sent to you at home by post. We will charge for bank statements sent by post according to our service price list.

## 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).

## Sight account

These are the general terms and conditions for S-Bank accounts. We apply these conditions to all sight accounts granted to retail customers.

### 1. DEFINITIONS

**A value date** is a reference date we use in calculating interest on funds debited or credited to the account.

**A customer** is a natural person who enters into an account agreement. Customer also refers to a person authorised to use the account, a guardian and a guardian with power of attorney.

**Customer service point** refers to service points where you can manage matters related to customer ownership and S-Bank services. Customer service points are located in connection with S Group outlets.

**A sight account** is an account where we receive repayable deposits from the public denominated in the account currency. A sight account may be used to execute payment orders without any restrictions arising from legislation or the account agreement.

**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.

**A guardian** is the legal representative of the account holder. Acting as the guardian of a minor is based on law, and acting as the guardian of an adult for whom a guardian has been appointed is based on a guardianship authority or court order.

An **attorney** is a person authorised to manage the account holder's financial affairs based on the power of attorney confirmed by the Finnish Digital and Population Data Services Agency.

**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 entities such as 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.

**Written form** refers to a document or message written on paper or in an electronic format we have approved.

A **payment transaction** is an action through which assets are transferred, withdrawn or placed at the beneficiary's disposal. However, transactions related to the refund of the deposit interest are not payment transactions.

An **extra bank statement for a payment account** is a bank statement (transaction details of the payment account) issued more than once a month.

A **payment instrument** is a payment card or another user-specific instrument or method, or a combination of these, which the payment instrument holder uses to withdraw funds or issue payment orders.

**Other authorised party** is a person to whom the account holder may, in a manner we have approved, grant authorisation to use their account in accordance with these terms and conditions and to the extent defined in their power of attorney. The account holder may grant authorisation to one or more persons.

A **banking day** is a day when we are open so that we can execute payment transactions. Banking days in Finland are weekdays from Monday to Friday, excluding Finnish public holidays, Independence Day, May Day, Christmas Eve and Midsummer Eve, and any day not otherwise considered a banking day. However, in internal real-time payments we can execute payments every day of the year.

**The deposit interest**, i.e. the total interest on the account, is the amount of money paid by the bank to increase the account capital. The interest rate is expressed as a percentage. The deposit interest on the account consists of the fixed interest and any supplementary interest.

**The fixed interest for the account** is the interest rate specified for the account in the account agreement or in the general terms and conditions of the account.

**The supplementary interest** is a separate interest rate defined by the bank that may be paid in addition to the fixed interest stated in the account agreement or in the general terms and conditions of the account.

The **value date of a credit transaction** is the business day on which the monetary amount of the payment transaction is paid to the account of the payee's service provider.

A **person opening an account** is the person who concludes an agreement with us to open an account.

**Special terms and conditions for the account** are S-Bank's account-specific terms and conditions for certain account types that are used to agree on terms and conditions that differ from the general terms and conditions for accounts.

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

A **person entitled to use the account** is a person whose right to control the account in accordance with section 6 of these terms and conditions is based on either legal representation or an authorisation granted by the account holder.

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

**General terms and conditions for the account** refer to S-Bank's general terms and conditions for accounts.

**Account information service** means a service provided a party other than us, in which aggregated information about payment accounts maintained by us or other account banks is provided via a data network at your request.

The **value date of a debit transaction** is the date on which the monetary amount of the payment transaction is debited from the payment account.

**Outlet** refers to a contact point that belongs to S Group. For S-Bank's services, outlets include cash desks, customer service desks and bank offices.

## **2. ENTRY INTO FORCE, AMENDMENT AND TERMINATION OF THE ACCOUNT AGREEMENT**

### **2.1 Account agreement**

We agree with you on the opening of an account through an agreement that contains an account agreement, our service price list, these terms and conditions and, for certain accounts, potential special terms and conditions for the account type. Furthermore, the general terms and conditions for payment intermediation and the terms and conditions for the services linked to the account are applied to payment intermediation for the account.

An account is usually opened by the account holder. A guardian may also open an account on their principal's behalf. With our consent, a person other than the account holder or guardian may also open an account for another person for the purpose of donating funds. If a person other than the account holder or guardian opens an account, the person who opened the account may not grant themselves the right to use the account.

### **2.2 Amendments to the account agreement, account terms and conditions, and price list**

We may amend the account agreement, these terms and conditions, and the service price list by written agreement. We can also agree on the amendment in digital format if you as the account holder have made an agreement on digital services with us.

### **2.3 Entry into force of amendment proposals**

We may amend the account agreement, these terms and conditions and/or the service price list by notifying you of the amendment in advance. We will notify you as the account holder of any amendments to the agreement, its terms and conditions, or the price list in accordance with section 3.3. 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. We consider you to have received the notification within the time referred to in section 3.6. If we change the terms of interest in a way that is favourable to you, we will only announce the change on our website. If a different notification method concerning the interest rate of the account has been agreed in the special terms and conditions for the account, we will notify you of the change in accordance with the special terms and conditions.

The agreement shall remain in effect with the amended content unless you notify us in writing or another specified format that you object to the amendment by the date of its entry into effect. If you object to the amendment, you and we have the right to terminate this agreement in accordance with section 2.4 of with these terms and conditions.

### **2.4 Notice to terminate the agreement and cancellation of the agreement**

As the account holder, you have the right to terminate the account agreement with immediate effect unless otherwise agreed in writing. We have the right to terminate the account agreement two (2) months after we have sent you notice of termination. A longer period of notice shall apply if agreed in writing.

We have the right to cancel the account agreement with immediate effect if the account holder or a person authorised to use the account is in material breach of the account agreement or terms and conditions of the account or intentionally uses it for illegal activities. We also have the right to cancel the account agreement if as the customer, you use an account intended for consumers for business operations or become subject to international sanctions. The account's purpose of use is the use according to the account type for the account holders' funds. The account holder or a person entitled to use the account may only use the account for keeping or transmitting third party funds if this has been specifically agreed with us.

As the account holder, you have the right to cancel the account agreement with immediate effect if we materially breach the account agreement or terms and conditions of the account.

We will send you a termination notice or cancellation notice in accordance with section 3.4 of these terms and conditions.

When the termination or cancellation of the account agreement enters into force:

- you must withdraw the funds in the account immediately, and
- you can no longer use the services and payment instruments linked to the account.

In connection with the termination or cancellation of the account agreement, the charges and fees related to the account shall fall due immediately once the notice period of the account agreement has elapsed, or the cancellation has entered into force. We will return your advance charges and fees if they relate to a period after the expiry of the account agreement.

We have the right to close the account and the related services once the termination or cancellation of the account agreement has entered into force. When the account agreement ends, we will hold the funds in the account at the time in custody for the account holder. No interest is paid on the funds.

## **2.5 Transferring the agreement**

We have the right to transfer this agreement, including all rights and obligations based thereon, in full or in part, if the bank merges, demerges or transfers its business operations in full or in part. We also have the right to transfer our receivables based on this agreement to another party.

# **3 Communication between the bank and the customer**

## **3.1 Information to be provided to the bank and the obligation to maintain contact information**

The account opener shall provide us with information about the account holder, and the account holder shall provide us with information about persons authorised to use the account. The account opener, account holder and authorised users shall provide us with the information requested in the account agreement or otherwise requested.

If the above information has been provided to us earlier, we may use the information entered in our customer register unless otherwise agreed.

The persons referred to above shall immediately inform us of their name, address, personal identity code, telephone number, email address and any changes to them, as well as the information we request at any given time related to customer due diligence. We may send notifications, i.e. alerts about messages waiting for you in the online banking service, to the email address you have provided or by SMS to your mobile phone number. We shall not be liable for any damage arising from your failure to inform us of any changed contact information. You must inform us in writing or in another manner approved by the bank of your country of taxation or tax status or a change in either.

We have the right to update your address details on our own initiative based on the information in the Population Information System.

As the account holder, you must inform us in writing of any changes to the right to use the account. You are liable for any use of the account until we have received your notification of termination of the right to use the account, the payment instruments available to the party in question have been returned to us, and we have had reasonable time to remove the right of use.

## **3.2 Account transaction details and checking them**

You will receive details of account transactions and a payment itemisation of collected payments through our digital services or at our customer service point.

If you have a digital service agreement, account transaction details and the payment itemisation of collected payments will be available for at least one year through our digital services. If the agreement on digital services is in force, bank statements given or sent from the customer service point will be charged according to the fee for bank statements specified in the service price list.

If you do not have a digital service agreement, you will receive monthly account transaction details and the payment itemisation of collected payments from our customer service point free of charge. Bank statements are available at the customer service point for a maximum of 12 months. Monthly bank statements delivered by post will be subject to a fee in accordance with the service price list.

We may agree with you to provide account transaction details more frequently or in a manner other than those specified above. In this case, we will charge a fee for the information provided according to the service price list. If account transaction details are provided through digital services, the details will be available for at least one year from the date the information was provided.

You must check the account transactions without undue delay and immediately inform us of any unauthorised or erroneous transactions you notice.

## **3.3 Notification of changes to the agreement, the terms and conditions, and the price list**

We will notify you of any changes to the account agreement in digital format if you have signed an agreement on digital services with us.

Otherwise, we will send notifications to the email address or postal address you have provided us or the Digital and Population Data Services Agency.

## **3.4 Other notifications by the bank concerning the account and account agreement**

We will notify you of other matters related to the account agreement by sending you a message to a postal or email address according to section 3.1, by telephone, SMS or a message sent to you via the online banking service.

We will inform you of threats related to fraudulent activity or security on our website, in our digital services, with a message sent to your email or postal address, by telephone or by SMS.

### **3.5 Customer contacts with the bank**

You can contact us in matters related to your customer relationship by sending a message in our digital services. You can also visit our customer service point or bank office in person or contact us by telephone at our telephone service. However, you must send any claims and complaints by letter or via the message function in digital services.

### **3.6 Date of service**

When we send a notice by post to the address mentioned in section 3.1 above, you will be deemed to have received the information or notice no later than on the seventh day after it was sent. Electronic notifications sent in digital format (SMS, email or messages in our digital services without an alert) are considered to have been received by you on the date of our sending them. If we publish information about the interest rate of the account on our website in accordance with the special terms and conditions of the account, we consider that you have received the information on the date on which it was published.

We will consider a letter or message sent by you to have been received by us no later than the seventh day after you sent it.

### **3.7 Language of service**

You can use our services in Finnish or Swedish. If you wish to use a language other than Finnish or Swedish, you will be liable for the costs of acquiring and using the interpretation services.

### **3.8 Right of access to the terms and conditions and advance information during the agreement period**

As the account holder or the account holder's guardian, you may request the terms and conditions of the account agreement and preliminary information related to the account agreement from us during the agreement period. We will deliver them free of charge in accordance with section 3.4 of these terms and conditions.

## **4 RIGHTS OF A LEGALLY COMPETENT ACCOUNT HOLDER**

### **4.1 Account holder**

As the account holder, you control the account and are entitled to make decisions on the use of the funds in the account and the persons authorised to use the account. You can agree with us on any amendments to the account agreement and the account terms and conditions, and on the closing of the account.

### **4.2 Payment instruments**

As the account holder, you can withdraw funds from the account, and you can give payment orders related to the account using payment instruments accepted by us. We can agree with you separately on the payment instruments that the account holder and persons entitled to use the account may use. The right to use payment

instruments ends when the account is closed, or the right to use the account ends.

### **4.3 Pledging of funds in the account**

As the account holder, you may pledge the funds in the account. To secure its rights, the pledgee must notify us of the pledge in writing.

The account agreement, bank statement or receipt for the deposit are not debt instruments entitling to use of the account or the funds in the account, and the aforementioned documents cannot be pledged or transferred.

### **4.4 Several account holders**

If an account has two or more account holders, each account holder has the right to use the account and make decisions concerning the account alone unless otherwise agreed between the account holders and us in writing. However, changes concerning the ownership of the account cannot be made without the consent of all account holders. The account holders are jointly liable for the obligations arising from the account.

All account holders must jointly make decisions concerning the account if the account holders have agreed with us that all account holders can only use the account jointly.

We have the right to block the use of the account if one of the account holders states in writing that they wish to block the use of the account. After this, all account holders can only use the account jointly.

### **4.5 Entitling to use the account**

The account holders may only decide to grant the right to use the account together unless otherwise agreed in writing between us and the account holders.

### **4.6 Payment instruments**

Funds may be withdrawn from the account and payment orders concerning the account may be issued using payment instruments accepted by us. Each account holder agrees separately with us on the payment instruments that the account holder may use. All account holders together agree with us on the payment instruments available to the persons entitled to use the account. The right to use payment instruments ends when the account is closed, or the right to use the account ends.

### **4.7 Pledging of funds in the account**

The account holders may only pledge the funds in the account jointly. In other respects, the provisions stated above on the pledging of the account holder's funds shall apply.

### **4.8 Right to receive information**

Each account holder has the right to receive all information about the account and its use. Persons entitled to use the account have the right to receive information according to the scope of their right. We will only provide the information referred to in sections 3.2 and 11 free of charge to one account holder unless otherwise separately agreed.

#### **4.9 Termination of the account agreement for one account holder**

Each account holder may terminate the account agreement for their part in accordance with section 2.4 of these terms and conditions. However, the account holder who terminated the account agreement shall be liable for the payments and obligations concerning the account to be terminated jointly with the other account holders until all liabilities concerning the account have been discharged.

#### **4.10 Closing an account**

As a rule, the termination of an account requires the consent of all account holders. The account can be closed without the consent of all account holders if the account has not been used for a long time and only has a small amount of funds.

### **5 RIGHTS OF AN ACCOUNT HOLDER UNDER GUARDIANSHIP**

An adult person under guardianship may open an account if their competence has not been restricted. However, the account holder may only use the account as instructed by the guardian.

A minor having reached 15 years of age may enter into an account agreement and control funds that are paid to them by virtue of a specific legal provision or earned by their own work.

A minor's accounts other than those intended for the funds specified above shall be used by the minor's guardians jointly unless otherwise agreed with us. The opening of an account for this purpose is subject to the consent of all the guardians.

### **6 RIGHTS OF A PERSON ENTITLED TO USE THE ACCOUNT**

We will remove access rights to an account if the person entitled to use the account is or becomes subject to international sanctions.

#### **6.1 Rights of a guardian**

As a guardian, you control the account in the same way as the account holder. You can agree with us on the opening and closing of an account, inform us of persons granted the right to use the account and agree with us on payment instruments. If there is more than one guardian, they control the account and make decisions on the account together unless otherwise agreed in writing between the bank and guardians.

Both the guardian and the principal are entitled to receive information about all the principal's account matters. A guardian is also entitled to receive information about the principal's account matters during the period preceding the appointment of the guardian. If the guardian has only been appointed for the purpose of performing a specific task, the guardian is only entitled to receive information about account matters related to the task referred to in the appointment.

The guardian does not have the right to control an account opened for funds controlled by a legally incompetent person without the permission of the guardianship authority.

#### **6.2 Rights of an attorney**

In addition to the account holder, a guardian with power of attorney has the right to agree on the opening and closing of the account, the right to use the account and the payment instrument.

#### **6.3 Rights of an authorised user of the account**

The account holder agrees with us on the payment instruments that an authorised user of the account may use the account. When the account is closed, or the right to use the account ends, the authorised user of the account must immediately return the payment instruments to us. We also have the right to require the payment instruments to be returned in other cases if we consider that there are legitimate grounds for doing so. Persons entitled to use the account have the right to receive information on account transactions.

Persons authorised to use the account may not agree on an amendment to the account agreement or account terms and conditions, pledge the funds in the account, transfer the account, close the account, transfer their right of use to another person or authorise another person to withdraw funds from the account unless otherwise agreed in writing between us and the account holder.

#### **6.4 Rights of other authorised parties**

With our consent, the authorised party may use the account, control the account and receive information about the use of the account to the extent specified in the power of attorney issued by the account holder. The authorised party may not transfer the authorisation to another person unless otherwise specified in the power of attorney.

When expressly authorised by the account holder or authorised user, a service provider other than S-Bank issuing card-based payment instruments may ask us for confirmation in accordance with the Payment Services Act on whether the monetary amount required for executing a debit card-based payment transaction is available on the payer's payment account.

#### **6.5 Account information service and account information inquiries**

We may receive a request to provide transaction information for the account through the account information service when the customer has consented to the account information service. 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 3.4 unless there are justified safety reasons for not reporting, or reporting is otherwise prohibited by law.

## 7 Cash withdrawals from the account and cash deposits

We have the right to set customer service-point-specific and outlet-specific limits on the opening hours for cash services and the amounts of cash withdrawals and cash deposits made to the account. You can read more about the limits on our website.

If the planned cash withdrawal exceeds EUR 2,000, a request must be made at the customer service point at least two (2) weeks earlier to allow the withdrawal to be carried out. For separately ordered withdrawals, we will charge a fee in accordance with the service price list.

## 8 INTEREST RATE

### 8.1 Deposit interest rate

The deposit interest rate is either fixed or floating. The interest rate on a fixed-rate deposit remains unchanged for the entire duration of the agreement. The interest rate of a floating-rate deposit varies during the agreement period. It consists of a margin and a base part linked to the reference rate stated in the account agreement. Changes in the reference rate used cause corresponding changes to the interest payable on the funds deposited in the account as specified below. If account-specific special terms and conditions also apply to the account, the interest rate of the account is determined as agreed in the special terms and conditions for the account.

### 8.2 Changes in reference interest rate

#### Base rate

When the reference rate is the base rate, the base part is determined by the currently valid base rate.

#### Euribor rate

The Euribor rate is the reference interest rate in the money market in the eurozone, managed by the European Money Market Institute (EMMI) at the time of signing this agreement. The determination of the Euribor value is based on the international practice in force at the time. The Euribor quotation day is the day on which its value is determined in accordance with the international practice in force at the time. When the reference interest rate is the Euribor rate, the base part is determined separately for each deposit period for the duration of the entire deposit period so that it corresponds to the reference rate quotation published two banking days before the start of the deposit period. The length of the deposit period is indicated in the name of the reference rate. The first deposit period may be longer or shorter than the above.

### S-Prime rate

The S-Prime rate is a reference interest rate managed by S-Bank. When the reference rate is S-Prime, the value of the reference rate is determined by the S-Prime rate valid at the time. When the reference rate changes, the interest rate on the account changes by as many percentage points on the day when the change in the prime rate enters into force.

We will not notify the change in the interest rate in advance. The value of the reference rate of interest at any given time is available at our outlets and on our website.

### 8.3 Interest days

The interest is calculated according to actual days, using 365/366 as the denominator.

### 8.4 Cessation or suspension of quotation of the reference interest rate

If quotation of the reference rate applied ceases or is suspended, the reference rate applied will be the reference rate that replaces the previous reference rate according to law or a decision or guideline issued by the authorities. The new reference rate will enter into force at a time provided by law or in accordance with a decision or guideline issued by the authorities. If the matter is not provided for in law or a decision or guideline issued by the authorities, the reference rate will enter into force at the time specified by us, but no earlier than six (6) months after we have sent you notification of the time.

If a legal provision or an official decision or guideline on the replacing reference rate is not issued, we will notify the account holder of the reference rate applicable to the account agreement in accordance with section 3.4. The change will enter into force at the time we have announced, but no earlier than six (6) months after we have sent the account holder a notification of the change.

The agreement will remain in effect with amended content unless you inform us in writing within six (6) months after the above-mentioned notification was sent that you do not accept the proposed amendment. If you have made an agreement with us on digital services, you can send the notification in a digital format using our digital services.

If you do not accept the new reference rate, you as the account holder and we have the right to terminate this agreement in accordance with section 2.4 of these terms and conditions, without any costs.

### 8.5 Penalty interest

The penalty interest is determined in accordance with the Interest Act.

## 9 BANK'S RIGHT NOT TO APPROVE THE USE OF THE ACCOUNT

We have the right not to approve the use of the account if

- the information referred to in section 3.1 has not been provided;
- the signature on a document intended for the use of the account differs from the sample signature in our possession;
- a person who wants to use the account cannot reliably prove their identity;
- we have reason to question the validity of the identity card presented;
- the power of attorney does not meet the requirements we have set for the power of attorney; or
- we have otherwise reason to question the validity of the use of the account.

In addition to the reasons stated above, we have the right to restrict the use of an account for security reasons.

## 10 BANK'S RIGHT TO CLOSE THE ACCOUNT

We are entitled to close an account if

- the account holder is declared bankrupt;
- an authorised party with continuing power of attorney confirmed by the Digital and Population Data Services Agency and the account holder cannot agree on the use of the account;
- a guardian is appointed for the account holder;
- if the account is used for business purposes;
- the account holder is subject to international sanctions;
- the set-off criteria laid down in the Act on Credit Institutions have been met;
- even one account holder demands it;
- an authority requests it based on law; or
- we have reason to suspect misuse of the account.

Actions that give us cause to suspect that the customer has committed or attempted to commit a crime are also considered misuse of an account.

We have the right to close the account if there are no funds in the account to pay charges and fees. If there are no funds for paying charges and fees, we will notify you of this in writing and inform you that we will close the account if you do not pay any charges and fees payable within 14 days of receiving the payment reminder. We have the right to keep the account closed until the grounds for closing the account have expired, and you have paid us the charges and fees specified in sections 12 and 13 of these terms and conditions. We will notify you of the closing of the account.

## 11 ACCOUNT TRANSACTIONS

We enter the amount of the deposit, changes to it and other account transactions in our accounts. This is considered reliable evidence of the account holder's account position unless you as the account holder prove otherwise.

You have an obligation to check your account statement each month and make a complaint about any irregularities without undue delay.

## 12 CHARGES AND FEES

### 12.1 Debiting charges and fees

We have the right to debit charges and fees in accordance with our service price list for opening an account, the use of the account, the maintenance of the account and the notifications we send you from your account, another S-Bank account or an account that you are entitled to use.

### 12.2 Bank's service price list

Our valid service price list is available at our customer service points and on our website.

### 12.3 Ensuring sufficient funds

As the account holder, you are liable to ensure that there are funds in the account for debiting the charges and fees that we are entitled to debit from the account in accordance with this agreement or another agreement or commitment.

### 12.4 Entry of the bank's receivables in the account when there are insufficient funds in the account

If the account lacks sufficient funds for debiting charges and fees, we are entitled to enter the amount of the debit on the account as the bank's receivable. Such debits include:

1. penalty interest, charges and fees arising from this agreement; and
2. charges and fees based on other agreements or separate orders agreed to be debited from the account under an agreement between the bank and the account holder or authorised user.

### 12.5 Consequences of insufficient balance

As the account holder, you are liable to pay to us our receivable and the penalty interest accrued on the receivable, as well as charges and fees if there are insufficient funds in the account for the debiting of the penalty interest, charges and fees referred to in section 12.4. You will also be liable to pay the costs arising from sending the payment rejection notification and any other charges and fees arising from the collection of receivable. We have the right to debit the above receivables from the funds in the account and any funds received in the account after the entry of the receivable.

## 13 OVERDRAFT

As the account holder or authorised user of the account, you may not use the account so that the account is overdrawn.

We have the right to

1. enter the amount to be debited to the account as our receivable to fall immediately due for payment; and
2. cancel the account agreement with immediate effect if you use the account so that the account is overdrawn.

You are liable to pay penalty interest on the account overdraft. You will also be liable to pay charges and fees for sending the overdraft notification and other charges and fees arising from the collection of our receivable. We have the right to debit the above charges and fees, as well as penalty interest, from the account.

## 14. DEPOSIT GUARANTEE

The funds in the account are covered by the currently valid deposit guarantee within the scope laid down by law.

## 15. PERSONAL DATA PROCESSING

We will process your personal data in accordance with current legislation on data protection and credit institutions and will otherwise ensure the protection of your privacy and banking secrecy in all processing of your personal data. We process your personal data for the purpose of managing services and operations. We gather information from you as the person registered or to be registered in our customer registry or from your representatives, public registries maintained by the authorities, as well as credit data and customer default registries. We also use the customer register for marketing purposes, unless you separately prohibit this. A description of our customer registry is available at our customer service points and on our website.

By using the account and the services linked to it, you give us your approval for processing your personal data necessary for providing payment services. We may also disclose your information to another service provider or the authorities, if necessary. We may also process your data to prevent or investigate suspected or actual crimes against our payment service activities if the processing is necessary.

We process your personal data in a limited manner with SOK Corporation as joint controllers. The scope of this joint register includes those natural persons who are both co-op members (or members of a co-op member household) 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 your personal data to the joint register and also receive your personal data from the joint register. You can find more information about the processing of your personal data on our website at [s-pankki.fi/tietosuoja](https://s-pankki.fi/tietosuoja).

As a data subject, you have the right to exercise your statutory rights. You have the right to know what information about you we have recorded in our customer registry, as well as the right to demand the correction of erroneous or deficient information and to have registered information erased if it is unnecessary or outdated for the purpose of the processing. If you wish to review your data, you can submit a written request to us through our service channels with strong identification.

We will 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 also use this information for risk management purposes. In addition, both you and we will have the possibility to use this information as evidence to resolve 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.

### 15.1 Recording calls and messages

When required by the business or service transaction, we may record calls and messages to verify the content of the call or message.

## 16. LIABILITY FOR DAMAGES

### 16.1 Bank's liability and limitations of liability

We are liable to compensate you for any loss of interest incurred as a result of a payment transaction that was not executed, or that was executed incorrectly or late.

We are also liable to compensate any direct loss caused by our error or neglect. Such direct losses include your investigation costs necessary to investigate the error.

We are liable for any indirect loss caused by our negligence if our conduct was in violation of the obligations laid down in the Payment Services Act or on the obligations agreed in the account agreement based on the Act. In such a case, indirect losses are considered to be the loss of income caused by our erroneous conduct or the measures resulting from it, damage caused by an obligation under another agreement, or other comparable loss difficult to predict. However, we shall not be liable for any indirect loss caused by an error or negligence in the execution of a payment order.

However, we may only compensate such indirect damage that has a causal relationship with our conduct that is in violation of the law or the agreement, and which could reasonably be predicted.

We may not invoke limitations of liability if the damage was caused intentionally or through gross negligence by us, or anyone whose conduct for which we are responsible.

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

### 16.2 Customer's duty to limit damage and report errors

As the account holder, you shall not be entitled to compensation if you do not report an error to us within a reasonable time after you detected it or should have detected it.

As the account holder or authorised user of the account, you must take reasonable action to limit damage. If you neglect damage limitation, you will be personally liable for damage in this respect. Damages payable by us due to conduct that violates the law or the agreement may be negotiated if they are unreasonable, taking into consideration the cause of the violation, your potential contribution to the loss as the account holder or authorised user of the account, the consideration payable for the payment service, our ability to anticipate and prevent the loss, or other circumstances.

### 16.3 Force majeure

We shall not be liable for any damage if we can prove that the fulfilment of our obligations was prevented by an unusual and unforeseeable reason beyond our control and the consequences of which we 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 obligations laid down by other legislation. We are liable to notify you of a force majeure affecting us as soon as possible in the manner we deem appropriate.

## 17. PROCESSING CUSTOMER COMPLAINTS

We will reply to any complaint in accordance with section 3.4 or in writing to a postal address if specifically requested. 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. The final response will be provided within 35 banking days of receiving your complaint.

## 18. CUSTOMER ADVICE AND OUT-OF-COURT REMEDIES

In questions related to this agreement and these terms and conditions, you should always contact S-Bank in the first instance. As a consumer or a representative of a small company, you can also submit a dispute concerning these terms and conditions for consideration by the Finnish Financial Ombudsman Bureau (FINE, [fine.fi](http://fine.fi)), the Banking Complaints Board operating under it or the Consumer Disputes Board (KRIL, [kuluttajariita.fi](http://kuluttajariita.fi)).

## 19. AUTHORITIES SUPERVISING THE BANK'S OPERATIONS

We are supervised by the Finnish Financial Supervisory Authority and in consumer matters, 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 ([kkv.fi](http://kkv.fi)).

## 20. APPLICABLE LAW AND THE CHOICE OF COURT

This agreement is governed by Finnish law.

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

If you do not have a domicile or permanent residence in Finland at the time you take action, the action may be brought in the district court of the locality in Finland under whose jurisdiction your domicile or permanent residence was 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 document is a translation. If there are any discrepancies between the translation and the original Finnish document, the Finnish document shall prevail.*

## **Appendix to account terms and conditions – account special terms and conditions**

These account-specific special terms and conditions apply to the current accounts S-Tili account for co-op members, S-Tili account for non-co-op owners, S-Tili account for personnel, S-Tili basic payment account and M-Tili account, and to the savings accounts S-Fund account, S-Saver collection account and S-Saver target account.

### **1. Deposit interest amount**

The deposit interest rate on the account consists of the fixed interest rate and any supplementary interest. The fixed interest on the account is 0,00%.

### **2. Amount of supplementary interest**

We may pay a higher supplementary interest in addition to the fixed interest on the accounts mentioned in these special terms and conditions. This will be announced on our website at s-bank.fi and at our branch offices. The supplementary interest rate may be 0,00%. We may pay supplementary interest on the full account balance, on a specific portion of the account balance, or on a staggered basis.

### **3. Validity of the supplementary interest rate**

The supplementary interest rate is valid for a period defined by us at any given time or for an indefinite period, in which case we have the right to decide on its expiry date separately. When the higher supplementary interest rate expires, the interest rate on the account will return to the fixed deposit interest rate on the next business day without further notice. We will announce any change in the supplementary interest rate on our website s-pankki.fi in good time, at least two weeks before the change enters into force.

### **4. Supplementary interest calculation**

Interest is calculated daily based on the account balance at the end of each calendar day. Interest calculation starts on the day following the day on when the deposit was recorded into the account. The interest calculation will continue until the termination or expiry of the agreement. The interest is calculated according to actual days, using 365/366 as the denominator.

### **5. Payment of supplementary interest**

We will pay the interest on the last day of the interest payment period specified in the basic terms and conditions of the agreement. The interest payment period is calculated based on the calendar year specified in the basic terms and conditions of the agreement. It always begins on the first day of that year and ends on the last day, regardless of the effective date of the agreement.