

## GENERAL TERMS AND CONDITIONS FOR THE SERVICES ACCESSIBLE WITH THE ONLINE BANKING CODES OF PRIVATE CUSTOMERS Applicable from 1.10.2019

If there is any inconsistency between the different language versions, the Finnish terms and conditions prevail.

### 1. Scope of application

These terms and conditions are applied to the use of Handelsbanken's private customer's online banking codes and to the services accessed using these codes. In addition, these terms and conditions are applied to the strong electronic identification of private customers with online banking codes through the identification service.

These terms and conditions are applied, in addition to the terms and conditions, descriptions and instructions concerning individual services. If the terms and conditions concerning an individual service are contradictory to the terms and conditions in this document, the terms and conditions in this document are primarily applied, unless otherwise agreed upon.

In addition to these general terms and conditions, the customer agrees to comply with the current conditions of use and any instructions on use, safety, schedules and other matters, as published in the service. The customer accepts the terms of use and the instructions as binding on him-/herself when he/she starts to use the service or the online banking codes.

The services accessible with the online banking codes and the codes themselves are intended for the bank's customers residing in Finland and for use primarily in Finland.

### 2. Definitions

**Online service for the payment account:** An electronic service that enables the management of the payment account through e.g. the internet. Hereinafter, this will be referred to as *online service*.

**Other service provider** refers to a third party who offers services through the online services or who offers services that the customer can access with his/her online banking codes.

**Identification service** refers to a service in which the customer can be identified electronically with his/her online banking codes for another service provider's electronic service, as required for that service.

**Strong electronic identification** refers to an electronic method that complies with the Act on Strong Electronic Identification and Electronic Signatures (hereinafter "the Identification Act") and is used for identifying a person and verifying the authenticity and validity of the identifier.

**Online banking codes** (codes) refer to verification factors specified and delivered to the customer, in part or in full, by the bank at the time, such as username, key code card, confirmation application, access code device, PIN code or other confirmation device or method approved by the bank.

**Services accessible with online banking codes** (*online services*) are electronic transaction services intended for Handelsbanken's customers. Online services may include e.g. the online bank, the mobile bank, any applications approved by the bank, the telephone service and teleconferences. These services may include services provided by parties that belong to the same Group as the bank, as well as services provided by third parties (*other service providers*). The content and functionalities of different online services may differ from each other.

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

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

**Service Price List:** The bank's fees and charges are available in the current service price list. In addition, the most representative services related to payment accounts are collected into the document Statement of Fees. The Service Price List and the Statement of Fees are available in the bank's offices and on the bank's website.

**Glossary:** The bank maintains a comprehensive glossary based on the respective EU glossary, concerning the most common services for payment accounts. The glossary is available at the bank's offices and on its website.

#### Definitions concerning e-invoice reception services

**Bank** refers to the bank to which the invoicer's bank delivers the e-invoice and where the e-invoice is made available for processing by the customer in the online service. In this agreement, the customer's bank is Handelsbanken with which the customer's online banking agreement has been concluded.

**E-invoice** refers to an invoice addressed to a consumer, delivered by the invoicer in electronic form directly to the customer's online service.

**The e-invoice address** comprises the customer's individual address and the bank's identifier. The individual address is presented in the form of the international bank account number (IBAN). The bank's identifier is given as the international BIC code.

**The invoicer** is the issuer of the e-invoice who sends the e-invoice to its bank to be forwarded further.

**The invoicer's bank** refers to the bank to which the invoicer sends e-invoices for forwarding.

### **3. Use and safekeeping of online banking codes**

#### **3.1 Use of online banking codes in online services**

The use of online banking codes requires that the customer and the bank have agreed on the codes in an online banking agreement.

Unless otherwise agreed, the online banking codes issued for individual customers are also identification tools referred to in the Act on Strong Electronic Identification and Electronic Signatures.

The bank provides or delivers the customer with personal identifiers with which the customer may be identified in online services in the required manner. Use of these codes corresponds to the customer being identified with an ID document.

The service connection opened by using the codes must not be placed at a third party's disposal.

The use of the codes in the required manner in a service offered by the bank corresponds to the customer's signature. All payments, execution orders, applications, agreements and other declarations of intent, as well as messages, are binding for the customer once they have been sent to the bank in the manner required in the relevant service.

#### **3.2 Safekeeping of online banking codes**

The online banking codes assigned to an individual customer are personal to the individual. They must not be disclosed to anyone else, not even to a family member, or to a separate application or service not approved by the bank. If the customer discloses his/her codes to a third party, the customer will be responsible for the transactions that the third party carries out in the customer's name. As an exception to the above, the customer may use his/her codes in order to execute payment initiation services and account information services, referred to in the Payment Services Act and produced by payment initiation and account information service providers.

The customer agrees for the careful safekeeping of the online banking codes and to keep their parts separate from one another, so that no other person may learn them or use them. All parts of the codes must not be kept in the same place, such as a wallet or handbag. The customer must regularly check that the codes are safe.

#### **3.3 Report of loss or disclosure of online banking codes to a third party, or of their possession by a third party**

If the codes have been lost, or they have been disclosed to a third party, or a third party has gained possession of them, or the customer has reason to suspect that such an event has taken place, the customer must immediately report this to the bank. The bank must be informed, even if only some of the codes have been lost or disclosed to a third party, or if a third party has only gained possession of some of the codes.

Reports may be made during the bank's business hours in person in branch offices or by telephone to the customer service number made available by the bank. Outside business hours, reports may be made to the access code deactivation service number +358 20 333.

#### **3.4 Use of online banking codes for electronic identification (Identification service)**

The issuing of online banking codes for use in the identification service requires that the customer has a Finnish personal identity code and the customer's identity can be verified, either in person with an ID document issued by a public authority referred to in the Identification Act or with the help of a strong electronic identification device referred to in the Identification Act.

The customer can also identify him-/herself with online banking codes in services provided by third parties, if the third party and the bank have so agreed.

By order of the customer, the bank forwards the personal data required for identifying the customer to the third party or to a service provider belonging to a trust network compliant with the Identification Act providing the strong electronic identification transaction.

The terms and conditions of the agreement between the customer and the third party will be applied to the legal consequences and liabilities of the parties following the use of online banking codes for identification in services provided by third parties. The bank is not a party to the agreements between the customer and the third party, and the bank assumes no responsibility for the fulfilment of their terms and conditions.

#### **3.5 The customer's responsibility, regarding use of the online banking codes in online services**

The customer will be held liable for any unauthorised use of online banking codes, if

- 1) the customer has given the codes to a person who is not authorised to use them
- 2) loss of the codes, their unauthorised possession by someone else or their unauthorised use is caused by the customer's carelessness, or
- 3) the customer has not informed the bank, in accordance with these terms and conditions, without delay after becoming aware of the incident and immediately after he/she should have become aware of the incident, of the loss, unauthorised possession or unauthorised use of the codes.

The customer is fully liable for any damage caused by the unauthorised use of the online banking codes, if the customer has given the codes to anyone who is not authorised to use them.

The customer's maximum liability in cases referred to in sections 2 and 3 is EUR 50, if the codes have been used as a means of payment or as a means allowing the user to use an overdraft facility as specified in the current consumer protection legislation. The customer will always be liable for the damage in full, if he/she has acted wilfully or with gross neglect.

The customer is not liable for any unauthorised use of the online banking codes after he/she has informed the bank in accordance with section 3.3, unless the customer has intentionally made a wrong report or otherwise acted deceitfully.

### **3.6 The customer's responsibility for using the online banking codes for electronic identification (Identification service)**

The customer will be held liable for any unauthorised use of online banking codes, if

- 1) the customer has given the codes to someone who is not authorised to use them, or placed a service connection opened using the codes at the disposal of a third party,
- 2) loss of the codes, their unauthorised possession by someone else or their unauthorised use is caused by other than slight carelessness by the customer, or
- 3) the customer has not informed the bank, in accordance with these terms and conditions, without delay after becoming aware of the incident, of the loss, unauthorised possession or unauthorised use of the codes.

However, the customer will not be held liable for any unauthorised use of online banking codes to the extent that

- 1) the codes were used after the bank was informed of the loss, unauthorised possession or unauthorised use of the codes,
- 2) the bank has not ensured that the customer has at all times the possibility to report the loss or unauthorised use of the codes, or
- 3) the bank has neglected its responsibility to check the existence of a limitation of use associated with the codes or the details of preventing the use of a device or its closure.

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

The customer is responsible for obtaining the hardware, software and telecommunication lines required for the use of the services. The customer is responsible for their operation and safety and will bear all costs relating to their use and maintenance.

The bank is not responsible for ensuring that the services accessible with online banking codes can be used with the equipment, software or lines that the customer has obtained.

### **5. Service prices**

The bank and other service providers have the right to charge the customer fees, in accordance with the service price list or as agreed otherwise upon with the customer. The bank and service providers in the same Group with the bank have the right to debit the customer's account for the amount of the required fees and commissions.

The current service price list is available in branch offices and on the bank's website.

### **6. Range of services**

Products and services of the bank and other service providers are provided in the online services. The range of services available in different online services may vary. The bank has the right to change, without prior notice to the customer, the range of services available online, as well as the contents, user instructions, availability and the hardware and software requirements of the services.

For security reasons, the bank may request the customer to provide an additional confirmation for an order given by the customer through the online service. The order will only be carried out after the additional confirmation.

#### **6.1 Applications and agreements**

The customer may use the online service to communicate with the bank or other service provider in order to complete applications and conclude agreements, such as account and card applications and account and credit agreements.

Unless otherwise specified, the agreement concerning an account or credit, or any other agreement, is established when the bank or other service provider has approved the respective application. The customer is informed of approving the application in the manner separately agreed upon.

#### **6.2 Accounts and account information**

The bank specifies the accounts, as well as the functionalities and services that may be included in online services. When concluding the agreement, the customer and the bank agree upon the accounts to be included into the scope of online services. Accounts can also be included in or deleted from the agreement at a later date. In order to obtain online services for an account, the customer must be the account holder or authorised to use the account independently through the authorisation by either the account holder, legislation, court decision or an administrative authority.

The bank may provide the customer with account-specific information concerning the accounts included in the scope of the online services. The person authorised to use the account can also view the events on the authorised account dating back to the time before the authorisation was granted.

#### **6.3 Loans and credits**

The bank specifies the credit products as well as the related functionalities and services that may be handled in the online services.

Using the online service functionalities, the bank may provide the customer with information concerning the customer's loans and credit.

#### **6.4 Payment orders**

The bank has the right to specify the types of payment possible through the online services; the bank may also specify limits to such payment orders. The customer and the bank may separately agree that limitations be set on placing payment orders.

The bank has the right to process the customer's and the payee's personal data to the extent necessary for implementing the payment orders.

All orders including those issued through a payment initiation service are transferred under the terms and conditions for euro payments within the Single Euro Payments Area or under the general terms and conditions for outgoing and incoming non-euro payments.

### 6.5 E-invoice reception service

The e-invoicing into the online service is a service in which the invoicer delivers invoices addressed to the payer into the online service for action. The documents applicable to this service comprise the Finvoice service description by the relevant banks and the application instructions by the Finance Finland, both available on the web pages of the Finance Finland at [www.finanssiala.fi](http://www.finanssiala.fi).

When the agreement is made, an e-invoicing address, visible to the customer in the online service, is created by the bank for the customer.

The customer may agree to receive e-invoices into the online service in the online service, in which case the bank will inform the invoicers of the introduction of e-invoices, or the customer may agree on e-invoices directly with the invoicers. In order for e-invoicing to take place, the customer informs the invoicer of his/her e-invoice address. If the invoicer uses an address notification service, the bank, at the request of the customer, sends the invoicer the customer's e-invoice address and its changes, so that invoicing can take place. The customer may stop the receipt of e-invoices by informing the bank and the invoicer of the matter. The invoicer may reserve a period of time for updates of e-invoice addresses in its systems. The invoicer must not send e-invoices to a customer who has not expressly agreed to receive them or who has declared that he/she will not agree to receive them.

The customer accepts an e-invoice as delivered once the bank has made it available in the customer's online service. The invoicer or the bank is not required to deliver an invoice, which is transmitted as an e-invoice, to the customer in any other form. In addition to the customer who owns the e-invoice address, all those authorised to use the account given in the e-invoicing agreement and also authorised by the account holder to include that account in their own online service can handle received e-invoices through their own online services.

The bank is responsible for making the e-invoice available in the online service for the customer to take action on no later than on the second banking day after the date on which the e-invoice was received by the bank. The bank keeps the e-invoice available in the online service to the customer for the period of time indicated by the bank; however, this period of time must be no less than two months from the date of delivery to the bank. The customer is responsible for taking appropriate action with the e-invoice. After this storage time, the bank is not responsible for storing e-invoices delivered to the bank or for delivering the e-invoices to the customer in some other form.

The invoicer is responsible for the contents, correctness and validity of the invoice. Similarly, the invoicer is responsible for the links in and attachments to the e-invoice. The bank is not responsible for the customer's ability to receive and take action on attachments to e-invoices. The customer must check the e-invoice before paying it.

The payment of an e-invoice requires that the customer gives the bank a specific payment order for that e-invoice, either by separately approving the e-invoice for payment or by agreeing with the bank in advance that the bank may automatically debit the customer's account on the given due dates, in accordance with itemised e-invoices delivered to the online service by invoicers. The customer may also agree with the bank that payments are automatically debited from the account up to a certain sum, set by the customer in euros, and that all payments in excess of the given sum require separate approval before payment. The bank is not liable for damage caused by the customer's refusal to accept the e-invoice, or by the customer approving it for payment too late, with altered payment details or without checking it. The customer has the right to change due dates and sums on payment orders and to cancel payment orders. Other information on payment orders cannot be altered. The bank can also cancel a payment order on the basis of a cancellation request from the invoicer. The bank does not inform the customer of cancelled payment orders.

The customer accepts that the bank has the right to disclose individualising information concerning him/her to the invoicer and the invoicer's bank.

### 6.6 Investor services

The customer may use any available investor services in the online services by entering a separate agreement concerning them with the bank.

In the case of execution orders given through online services, the bank is not required to assess the appropriateness of the service or security for the customer when the order is executed at the customer's initiative and the service is related to simple financial instruments referred to in legislation.

When the customer has confirmed in the online service that he/she has familiarised him-/herself with the security, other financial instrument or information relating to another service or the bank, such as information concerning terms and conditions, simplified prospectuses or fund rules, the information is considered to be received by the customer.

Services relating to securities and other investment services are not offered for individuals residing in the United States; neither are they offered for companies and communities operating their business domiciled in the United States.

### 6.7 Information services

The bank may offer its own information services through its online services or it may intermediate other service providers' information services, such as information concerning the bank's services or the investment market.

These information services are intended for private use only and the distribution, publication and copying of their materials is prohibited. All information is distributed by these information services on an as-is basis without any obligation. This information is of a general nature and cannot be regarded as an exhortation to buy or sell, advice, recommendation or offer binding to the provider of the information, unless specifically indicated otherwise. The bank is not responsible for the correctness and reliability of the information in these services. The bank is not liable for any damage to the customer possibly arising from a delay in receiving information from the information services, or from such information being prevented or erroneous, or any consequences that may occur for the customer due to the use of the information services.

## 7. Cancellation right

The customer may have a cancellation right, as regards the agreements he/she concludes in the online services. The cancellation right is explained in the product- or service-specific information or in the relevant terms and conditions. If legislation or the relevant agreement do not otherwise require, the following terms and conditions will be applied regarding the right of cancellation:

The customer may cancel an agreement with the bank by notifying the bank of the cancellation within fourteen (14) days of concluding the agreement. The customer may deliver his/her notice of cancellation by using the messaging functionality of the online service, by letter, or in person at a branch office. In the notice, the customer must specify the agreement he/she wishes to cancel.

The cancellation is void, if the payments completed on the basis of the cancelled agreement have not been refunded within thirty (30) days of sending the notice of cancellation.

When the customer cancels an agreement, the bank is entitled to charge the customer for the service, in accordance with the service price list, relative to the bank's completed duties, unless the customer and the bank have otherwise agreed.

The cancellation right does not apply to payment orders, execution orders for securities or funds, or to other services whose price or value depends on such changes in the financial market beyond the control of the bank or other service provider.

In addition, the cancellation right does not apply when online service transactions relate to a current, valid agreement between the customer and the bank, and when the agreement to be cancelled is actually completed according to the customer's specific request before the end of the cancellation period. The right of cancellation does also not apply to agreement amendments.

## 8. The bank's right to deactivate online banking codes

The bank has the right to deactivate the online banking codes or to limit their use, if

- the security of using the online banking codes has been compromised, or
- there is reason to suspect that the online banking codes or online services are being used without authorisation or deceitfully, or
- the online banking codes authorise the user to draw an overdraft, while the risk has increased significantly that the customer liable for paying back the overdraft might not be able fulfil his/her payment obligation, or
- the customer becomes subject to international sanctions.

Such situations include e.g. the following:

- the customer has disclosed his/her online banking codes to someone else
- a misuse of the online banking codes is suspected
- the holder of the online banking codes has had delays in payments or registered disruptions in payments, or the bank has other justified reasons to suspect that the customer's financial standing and willingness to pay have been reduced
- the online banking codes have fallen or can be suspected of having fallen into wrong hands
- the customer is placed in debt restructuring or bankruptcy
- the customer dies or a trustee is appointed for him/her
- the customer or the customer's hardware, software, systems or communication lines cause disturbances or endanger the safe use of the codes.

The bank will primarily inform the customer about the deactivation of his/her online banking codes by telephone, using the telephone number indicated by the customer. Alternatively, the bank may inform the customer in writing.

The customer may contact the bank and request that the possibility to use the online banking codes be restored.

When the grounds for the deactivation of the online banking codes no longer exist, the bank may restore the possibility to use them or replace the codes with new ones.

A deactivation of the online banking codes can also be carried out pursuant to the Identification Act. According to the Identification Act, the bank has the right to cancel or prevent the use of the online banking codes, if

- the bank has reason to believe that someone other than the person to whom the online banking codes were issued is using them,
- the online banking codes are obviously defective,
- the bank has reason to believe that the safe use of the online banking codes is at risk,
- the holder of online banking codes is using the online banking codes fundamentally contrary to the agreed terms of use; or
- the holder of online banking codes has died.

## 9. The bank's right to suspend or limit the use of online services

The bank has the right to suspend or limit the use of online services for the time of service or repair and also for other planned events that the customer is informed of in advance. Prior to service or repair actions, the bank may use the online service or its web pages to inform the customer about the upcoming interruptions in the operation of the online service.

The bank does not guarantee that the online services are available at all times without interruption. The bank is not liable for any damage possibly caused by interruptions in operation.

The bank has the right to stop offering online services immediately or to limit the use of an individual online service in the following cases, for example:

- the customer or the customer's hardware, software, systems or communication lines cause disturbances or compromise the safety of the service
- the bank is taking action to protect its customers and users against a threat to their safety or information security.

The above grounds form a justification for the bank to prevent the use of the online services immediately, or to require authentication or confirmation of transactions using a specified identification device. The bank is not required to inform the customer if the use of the online services is prevented or an individual order is not executed due to the above reasons.

## **10. Customer information and transaction information**

The bank handles and stores electronically information about the customer's online applications, agreements, execution orders, the messages he/she sends and all other business the customer conducts using the online services.

In the telephone service and teleconferences, the bank may record all conversations conducted with the customer that relate to the bank's operations; such voice and video recordings may be used for verifying an order, developing the services, managing risks and as evidence to help solve possible disagreements. The bank is obliged to hand over the recordings to competent authorities at their request.

### **11. Use of personal data**

The bank handles personal data in accordance with the Personal Data Act and the legislation on credit institutions, and makes sure in every way that the customer's privacy is protected and bank secrecy respected when any personal information is handled. Information is obtained from the customer personally, from the customer's representatives, from public registries kept by public authorities, from commercial databases and from the credit information register and the credit history records. The customer has the right to check the information stored of him/her.

The bank also uses its customer register for marketing activities targeted to customers.

The customer has the right to prohibit direct marketing targeted at him/her.

## **12. Communications between the bank and the customer**

### **12.1 Notifications by the bank**

The bank informs the customer regarding amendments to this agreement, its terms and conditions, and service fees by sending a notice to the customer's online service, or, if specifically agreed upon with the customer, by letter.

The bank and other service providers have the right to use the online services to make available for the online customer information concerning payment services (such as notifications about payment rejections) and notifications concerning the customer's online service agreements (such as changes to the terms and conditions, announcements, offers, replies and other similar messages).

The customer is considered to have received a notification by the seventh day after the notification was sent.

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

The bank issues its notifications regarding the safety of payment services on its website or on some other electronic service platform approved by the bank, e.g. the online bank.

### **12.3 Contacts by the customer**

The customer may contact the bank electronically using the messaging functionality in the online services, or some other secured electronic service offered by the bank, or by letter, or by visiting a branch office in person.

The bank is considered to have received the electronic message by the banking day following the arrival of the message in the bank's data system. If the customer's message was sent to the bank by letter, the bank is considered to have received it by the seventh day from the day the customer sent it.

A message sent to the bank by ordinary e-mail will only be deemed to have been received by the bank if the bank specifically acknowledges its receipt.

### **12.4 Language**

When conducting business with the bank, the customer may communicate in Finnish or Swedish depending on their availability at the bank and on the service concerned.

## **13. Customer complaints**

All complaints and claims to the bank or other service provider relating to a service, application or order must be presented in writing on paper or using the messaging functionality in the online services, without delay and in any case no later than 60 calendar days after the customer became aware of or should have become aware of the cause for the complaint or claim, unless the service agreement or relevant legislation otherwise dictates.

If the customer uses his or her online banking codes to access third-party services, all issues concerning those services must be addressed to the third-party service provider.

## **14. Intellectual property rights**

Unless otherwise stated, the right of ownership, copyright, trademark rights and all other intellectual property rights regarding the online service materials belong to the bank. The borrowing, copying, storing, recording, editing, adapting, transferring, disclosing and using or in any way exploiting these materials even in part is prohibited without prior written permission from the bank.

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

The bank is only liable to compensate the customer for direct damage caused by the bank's own error or negligence. The bank shall not be liable for any indirect damage, unless the damage was intentional or due to gross negligence. Indirect damage includes, for example, loss of income or profits not received due to possible disturbances or faults in the bank's online services.

The customer must take all reasonable actions to limit his/her loss or damage. If the customer neglects to do so, the customer shall be liable for the loss or damage for this part. Any damage that the bank is liable for under a law or because of having acted contrary to a contract may be adjusted if they are unreasonable considering the reason for the breach, the customer's possible contributory negligence, the bank's possibilities to anticipate and prevent the damage, and other circumstances.

The bank is not liable for the products, services or obligations of other service providers.

A contracting party has no right to compensation on the basis of the termination of this agreement or the discontinuation of a service originally included in the scope of this agreement, unless otherwise provided by an agreement or legislation.

## 16. Force majeure

A contracting party is not liable for any damage if it can show that the fulfilment of its obligation was prevented by an unusual and unforeseeable factor beyond its control, the consequences of which could not have been avoided with due care. The bank is not liable for any damage if the fulfilment of its obligations under this contract would be contradictory to the bank's statutory obligations. Each contracting party is obliged to inform the other party as soon as possible of encountering force majeure conditions. The bank may communicate about force majeure conditions on e.g. its website or in national newspapers.

## 17. Amendments to this agreement, its terms and conditions and the service fees

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

The bank notifies the customer of any such changes in accordance with section 12.1 of these terms and conditions. A change will take effect from the day given by the bank but no earlier than two months from the time of the notice.

The agreement remains in force under the changed terms and conditions unless the customer informs the bank in writing on paper or in some other agreed manner before the effective date of the changes that he/she will not accept the amendment suggested by the bank. The customer has the right to give notice to terminate this agreement before the effective date of the changes.

## 18. Validity and termination of the agreement

This agreement shall be valid until further notice.

The customer has the right to terminate this agreement immediately by serving notice to the bank. The customer is liable for all orders issued through the service even after the termination of this agreement. The bank has the right to complete the orders unless they are specifically cancelled in accordance with the relevant terms and conditions.

The bank has the right to terminate this agreement by giving two (2) months' notice.

However, the bank has the right to terminate this agreement immediately if the customer has materially breached his/her obligations under this agreement.

The bank will inform the customer of termination or rescission of this agreement by letter or electronically, as separately agreed upon.

The bank may consider the agreement terminated without a separate notice, if the codes have not been used for at least one year.

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

In matters concerning this agreement and its terms and conditions, the customer should primarily contact the bank. The parties shall mutually seek a solution to any disputes. In case of a customer complaint, the bank will, as a rule, reply to the customer within 15 banking days from the contact, either in writing or in some other permanent manner, as agreed.

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

## 20. Supervising authority

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

Contact information to the Swedish financial supervisory authority: Finansinspektion, P.O. Box 7821, SE103 97 Stockholm, Sweden.

Contact information to Konsumentombudsmannen: Konkurrens- och konsumentverket, P.O. Box 5, 00531 Helsinki, phone 029 505 3000 (switchboard).

The Finnish Transport and Communications Agency supervises compliance with legislation concerning strong electronic identification and trust services. Traficom: Erik Palménin aukio 1, P.O. Box 320, FI-00560 Helsinki, Finland, [www.traficom.fi](http://www.traficom.fi).

## 21. Processing of personal data

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

### 21.1 Purpose and legal basis

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

### 21.2 Storage time of personal data

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

### 21.3 Data subject's rights

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

**21.4 Additional information and contacts**

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

**22. Place of jurisdiction and applicable law****22.1 The account holder is a natural person**

Any disputes arising from this agreement and its terms and conditions are settled at the Helsinki District Court or at the district court of the jurisdiction of the place in Finland where the customer has his or her domicile or permanent place of residence. If the customer does not have a residence in Finland, disputes are settled at the Helsinki District Court.

**22.2 The account holder is not a natural person**

Any disputes arising from this agreement are settled by the District Court of Helsinki.

**22.3 Applicable law**

This agreement shall be governed by the laws of Finland.