

Effective for new agreements as of 17 June 2019 and applicable to older agreements through amendment procedure as of 1 December 2019.

## 1 Scope of application

These terms and conditions shall apply to an account agreement between the bank and the customer with a consumer status and to payment services linked to the customer's account, such as credit transfers, card payments, direct debit, money orders, cash services and bank giro envelopes. In addition, the bank's Standard General Terms and Conditions of Euro-denominated Payments Transmitted within the Single Euro Payments Area (General Terms and Conditions of Payment Transfers) shall apply to the payment services.

In the event of any discrepancy or difference in interpretation between various language versions of these terms and conditions, the Finnish language version shall prevail.

## 2 Definitions

### 2.1 Account holder

An account holder means a person or persons to whom the bank owes funds in the account.

### 2.2 Person opening an account

A person opening an account is a person who concludes an agreement with the bank for the opening of an account on his/her own or the account holder's behalf.

### 2.3 Holder of account access rights

A person authorised by the account holder and approved by the bank who has a general or specific right to use the account in accordance with the authorisation.

### 2.4 Bank

Bank is an OP Financial Group member bank with which the customer has concluded this agreement. The bank belongs to the amalgamation of deposit banks as referred to in the "Laki talletuspankkien yhteinliittymästä" Act (Act on the Amalgamation of Deposit Banks).

### 2.5 Value date

A value date is a reference date which the bank uses in calculating interest on funds debited or credited to the account.

### 2.6 Payment account

A payment account is an account that is intended and can be used for the execution of payment transactions.

In case the payment account is subject to restricted use for a fixed period, due for example to an exclusion clause on pledging or account access rights, the terms and conditions governing savings and investment shall apply to the account.

### 2.7 Savings and investment account

A savings and investment account refers to an account that is mainly intended for saving or investing and that is subject to restrictions on use by law or due to the related account agreement.

### 2.8 Basic payment account

A basic payment account refers to a payment account in accordance with Chapter 15, Section 6 of the Act on Credit Institutions (610/2014).

### 2.9 Account transaction

Account transactions refer to crediting or debiting to an account with an effect on the balance of the account.

### 2.10 International sanction

International sanctions refer to a sanction, financial sanction, export or import ban, trade embargo or another restrictive action imposed, administered, approved or executed by the Finnish government, United Nations, European Union, United States of America and United Kingdom or their competent authorities or governing bodies.

### 2.11 Payment transaction

Payment transaction refers to a procedure whereby funds are transferred, withdrawn or made available, with the exception of transactions related to deposit interest credited. For example, a credit transfer, card transaction or direct payment constitutes a payment transaction.

### 2.12 Payment order and its execution

Payment order is an order given by the customer to his/her bank to execute a payment transaction as a credit transfer, money order, direct payment, cash deposit, cash withdrawal, or by means of a payment card or another payment instrument. The execution of a payment order involves the measures taken by the service provider to process the order and transmit the payment.

### 2.13 Payment instrument

Payment instrument is a payment card or another user-specific instrument or practice or their combination on whose use the account holder, legal guardian or representative based on a continuing power of attorney and the bank have agreed in respect of payment orders.

### 2.14 OP eServices

OP eServices means all electronic service channels and transaction services provided by OP Financial Group at any given time that require a separate agreement.

### 2.15 Banking day

Banking day is a day on which the bank is open for business so as to be able to execute a payment transaction. Banking days in Finland refer to any weekday from Monday to Friday excluding Finnish religious holidays, Finland's independence day (6 December), 1 May, Christmas Eve, Midsummer Eve and any day that is not otherwise regarded as a business day. With respect to OP Financial Group's internal, real-time payments, the bank may, however, execute payments any day, unless the payment transaction requires currency exchange.

### 2.16 OP eServices customer

OP eServices customer is a customer who has concluded an agreement on OP eServices (hereinafter the eServices Agreement) with an OP Financial Group company.

## 3 Rights of the account holder

**As the account holder, you decide on matters related to the account, such as using or pledging funds in the account. If you hold your account with others, we will agree on whether all of you want to use the account each alone (OR account) or only all account holders together (AND account).**

### 3.1 General account holder rights

The account holder has control over his/her account. He/she may decide on the use of funds held in his/her account and on those authorised to access the account, and may agree with the bank on any changes to the account agreement and on closing the account.

### 3.2 Several account holders

Should there be more than one account holder, each of them alone has the right to access the account and use funds in the account using the payment instruments on which they have agreed with the bank and to make decisions concerning the account, unless otherwise stipulated in the account agreement. However, changes pertaining to ownership of the account may not be made without all of the account holders' permission.

In case the account agreement stipulates that the account must be accessed together by the account holders, decisions pertaining to the account may be made with all of the account holders' permission only.

Each account holder has the right to restrict the rights of access to the account by notifying the bank that the account can be used only by all account holders together.

### 3.3 Closing the account

The account holder may not close the account without all of the account holders' permission unless it has remained unused for a lengthy period and only an insignificant amount of funds remains in the account.

### 3.4 Individual account holder's right of termination

Each account holder may severally withdraw from the account agreement by terminating the agreement for his/her part as specified in these terms and conditions.

### 3.5 Pledging funds in the account

Funds held in the account may be pledged only by the account holders jointly. The pledgee shall notify the bank of such pledging in order to secure his/her rights.

### 3.6 Authorising access to the account

The account holders may only jointly authorise a third party to access the account, unless otherwise agreed.

### 3.7 Payment instruments

Funds may be withdrawn from the account and payment orders related to the account may be given using the payment instruments approved by the bank. Each account holder shall separately agree with the bank on payment instruments that he/she will personally use, unless otherwise stipulated in the account agreement.

All account holders shall jointly agree with the bank on issuing payment instruments to those authorised to access the account, unless otherwise stipulated in the account agreement.

### 3.8 Access to information

Each account holder has the right to obtain all information on the account and account transactions for the period during which he/she is an account holder.

### 3.9 Rights held by the account holder under legal guardianship

A person of age under legal guardianship may personally conclude an account agreement with the bank if his/her capacity has not been limited. The account holder may use the account only as notified by his/her legal guardian.

## 4 Rights of persons authorised to access the account

**You as the holder may authorise another person to access your account. If you are an underage person or a legal guardian has been appointed for you, your legal guardian too has the right to use your account in the way described herein.**

### 4.1 Rights of legal guardian

The account holder's legal guardian shall dispose of the account in the same manner as the its holder. The legal guardian concludes an agreement with the bank for opening and closing the account, notifies the bank of the person authorised to access the account and agrees with the bank on payment instruments. In the event of more than one legal guardian, they shall dispose of the account and make decisions on the account jointly unless they have otherwise agreed with the bank or the legal guardians' duties have not been segregated on the basis of a decision issued by a relevant authority.

Both the legal guardian and the account holder have the right to obtain information on all of the matters related to the account holder's account. The legal guardian's right to obtain information also applies to the period prior to his/her appointment as legal guardian. If the legal guardian has been appointed to perform a specific task, he/she has the right to obtain information only on account matters related to the task specified in his/her appointment.

### 4.2 Rights of the representative based on a continuing power of attorney

In addition to the account holder, a representative based on a continuing power of attorney has the right to agree with the bank on opening and closing the account and the right of access to the account and on payment instruments.

### 4.3 Rights of the holder of access rights

The holder of the access right may use funds in the account using the payment instruments agreed between the account holder and the bank.

The holder of the access right may obtain information on account transactions only within the scope of authorisation given by the account holder.

The holder of the access right must promptly return all payment instruments to the bank when the account is closed or the access right is cancelled.

The holder of the access right has the right to obtain information on account transactions for the period during which his/her access rights are valid. The holder of the access right may not alter the terms and conditions of the account, conclude additional agreements pertaining to the agreement, pledge funds in the account, close the account or assign his/her access right to a third party or authorise a third party to withdraw funds from the account, unless otherwise agreed.

## 5 Account holder's obligations

**You may make payments from your account, provided that it has sufficient funds to make such payments. The bank needs your information to provide services in accordance with the agreement. You must ensure that the bank always has up-to-date information on you that it needs.**

### 5.1 Overdraft

The account holder and the person authorised to access the account may use payment instruments only without overdrawing the account. If the account holder or the person authorised to access the account does not use payment instruments as stated above, the bank will have the right to enter the debit amount as the bank's credit balance which falls due for immediate payment. In case of material breach of agreement, the bank has the right to cancel the account agreement with immediate effect.

Due to an overdraft, the account holder is obliged to pay the bank penalty interest equalling seven (7) percentage points above the reference interest rate valid from time to time as referred to in the Interest Act, a charge for sending a reminder letter and other charges and fees arising from the overdraft in accordance with the list of service charges and fees. The bank has the right to debit the account for said charges and fees.

### 5.2 Information required by the bank

A person opening the account shall provide the bank with information on the account holder. The account holder must provide the bank with information on persons with the right of access to the account.

The account holder, the person opening the account and the person with the right of access to the account must inform the bank of their name, personal identity code (or date of birth in the absence of a Finnish ID code), permanent address, telephone number, place of residence and, if required by the bank, specimen signature. In addition, the account holder and the person opening the account must inform the bank of whether he/she is liable to pay tax abroad and of the tax identification number in respect of the country concerned.

The account holder shall notify the bank of any changes in the aforementioned information. The bank also has the right to obtain such information from the Population Register Centre. The holder must notify of such changes in order for the bank to be able to verify in exceptional circumstances the authenticity of the service used, order issued or message sent by the customer, and to make sure that tax liability information is up to date.

If the account holder has given permission to the delivery of information subject to bank secrecy as a text message or by email, instead of a message via OP eServices, he/she shall inform of his/her new contact details on OP eServices or at bank branches if he/she wants messages to be sent to his/her new telephone number or email address.

If the aforementioned information was already provided earlier to the bank, the bank may use such information entered in its customer data file.

A debtor under a credit agreement shall also provide the bank upon request with information concerning his/her financial standing and other information having a bearing on such debt relationship, which is necessary to the bank as the lender.

## 6 Charges and fees

The bank always charges fees for the use of the account based on the list of service charges and fees valid from time to time. The bank may charge the fees directly from your account.

### 6.1 Account holder's responsibility for payments

The account holder shall pay charges and fees related to the opening, use and maintenance of the account and those related to reports sent by the bank, which are available from the list of service charges and fees valid from time to time. The bank has the right to debit the account for said charges and fees. The bank has the right to deduct a fee from an incoming payment, according to its list of service charges and fees, before the related amount is credited to the customer's account. In such a case, the bank must itemise the amount of the payment transaction and any charges deducted therefrom for the payee.

The list of service charges and fees is available at all of the bank's branches.

### 6.2 Sufficient funds to cover charges and fees

The account holder shall ensure that his/her account has sufficient funds for debiting the charges and fees which the bank has the right to debit in accordance with the account agreement, these general terms and conditions or some other commitment.

### 6.3 Entry of the bank's charges and fees in case of insufficient funds in the account

If the account has no sufficient funds for debiting the bank's charges and fees, the bank has the right to enter the debit amount as the bank's receivable.

Such debit amounts include

- penalty interest, charges and fees under the account agreement; and
- charges and fees, based on other agreements between the account holder/a person authorised to use the account and the bank or on other orders, on whose debiting from the account has been agreed.

### 6.4 Consequences in case of insufficient funds

The bank has the right to charge from the funds coming to the account its receivables and penalty interest accrued on the receivable, a fee for sending a reminder letter and other charges and fees arising from recovering the receivable.

Penalty interest is seven (7) percentage points higher than the reference interest rate valid from time to time as referred to in the Interest Act.

## 7 Account agreement and purpose of use of the account

The account agreement constitutes an agreement form, these general terms and conditions for accounts and the General Terms and Conditions of Payment Transfers, and the rights of access to the account that you may have given and the list of service charges and fees applied to the services included in your account. Your account is intended only for your own funds. In the event of any discrepancy in the terms and conditions, they are applied in the abovementioned order.

The purpose of use of the account means use of the account for account holders' own funds based on the type of the account. The account may be used to keep or transferring funds for third parties only if specifically agreed thereon with the bank.

### 7.1 Entry into force and duration of the agreement

The agreement shall be made in writing or electronically. The agreement enters into force when the account holders or a person opening the account who represent them and the bank have approved the agreement with their signature or employing another method in the bank's use. The delivery time for payment instruments may vary by instrument.

The agreement will remain effective until further notice, unless otherwise agreed.

### 7.2 Withdrawal/spending limits

The account holder and the bank may separately agree on any withdrawal/spending limits on the account.

## 7.3 Special clauses applicable to fixed-term accounts

The customer must notify the bank of a payment account acting as the management account for a fixed-term deposit, to which the bank transfers the funds after the fixed-term account has expired. If the funds cannot be transferred to the management account for a reason beyond the bank's control, the bank shall have the right to keep the funds for the account holder's account.

In case a settlement period has been agreed on for the account, the account will be closed upon termination of the settlement period stipulated in the account agreement unless otherwise agreed with the bank during the settlement period. During the settlement period, the account holder may withdraw interest most recently paid into the account, extend the account agreement on terms to be agreed with the bank or close the account.

If matured funds in a fixed-term account must be transferred to a separate management account, as stipulated in the account agreement, but the management account has been closed or blocked, or the fixed-term account has been blocked or pledged, the bank will keep the funds for the account holder's account. The account holder is obliged to agree with the pledgee of the pledged account on a substitute pledge so that the pledged funds can be cancelled. No interest will be paid on the deposited funds after the maturity date. The account holder may withdraw funds by closing the account, subject to the provisions of blocking or pledging the fixed-term account.

## 8 Reference interest rate

**In your account agreement, we fix the interest rate payable on your deposits. The interest rate is usually fixed in relation to a reference interest rate, in which case interest paid to you will change as much as the reference interest rate changes.**

A change in the deposit interest rate equals that in the reference interest rate. When the reference interest rate changes, the deposit rate may decrease to zero (0) at its lowest.

The bank will not notify in advance of any change in the deposit rate. The reference interest rate valid from time to time is available from the bank's branches and at op.fi.

### 8.1 Euribor rate

The Euribor (or the Euro interbank offered rate) is the rate at which prime banks operating in the euro zone are willing to lend funds in euros to other prime banks.

The interest rate applicable to the account will remain the same throughout the interest determination period. The length of the interest determination period appears from the name of the reference interest rate unless otherwise specified in the account agreement. The reference interest rate changes in accordance with the rate when the interest determination period begins.

If the first day of the interest determination period is not a Euribor quotation day, the reference rate is the reference rate of the previous quotation day.

If the determination period for the Euribor rate is on a daily basis (Euribor 1 week or Euribor 1 month), at the time of opening an account the interest rate for the first interest period will be determined by the reference interest rate effective on the day of opening the account.

If the determination period for the Euribor rate is some other period (Euribor 1 month, 3 months, 6 months or 12 months), at the time of opening an account the interest rate for the first interest period will be determined by the reference interest rate effective prior to the day of opening the account.

### 8.2 OP-prime rate

The OP-prime rate is a reference interest rate announced by OP Cooperative which is used to regulate OP Financial Group's borrowing and lending rates in Finland. OP Cooperative's Executive Board determines the OP-prime rate, taking account of market interest rate movements and interest rate expectations. More information on the bases for OP-prime rate determination is available at op.fi and from OP Financial Group's member bank branches.

### 8.3 Base rate

The base rate is the rate half-yearly confirmed by the Ministry of Finance. It is the 12-month average market rate issued during three calendar months preceding its confirmation, which is rounded off to the nearest quarter of a percentage point.

### 8.4 Eonia interest rate

The Eonia interest rate (Euro OverNight Index Average) is an effective overnight interest rate computed as a weighted average of all overnight unsecured lending transactions in the euro-zone interbank market.

Its determination period is one (1) day. If the first day of the period is not an Eonia quotation day, the reference rate is the reference rate of the previous quotation day.

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

If quotation of the reference interest rate ceases or is suspended, the reference interest rate applicable to the deposit shall be determined in accordance with a statute which is issued on the new reference interest rate or with a decision or instructions issued by the authorities.

If no statute on a new reference interest rate is enacted or no decision or instructions on the reference interest rate are issued by the relevant authorities, the bank will notify of the new reference interest rate as specified in Clause 12.

## 9 Account transactions

**We enter the payments you have made and received in your account as described herein. Payment made within OP Financial Group will be recorded on all days of the week on a real-time basis.**

### 9.1 Debiting of the account

The amount of money based on a payment order will be debited to the account as soon as the bank has received the payment order. If the due date based on the order is later than the date of receiving the order, the amount of money will be debited at the beginning of the due date stated in the order. If the due date for the order is not a banking day, the due date will be postponed until the following banking day.

If the original amount of money to be debited based on the order is other than that of the account's currency and if the date of receiving the order or the due date is not a banking day, the due date will be postponed until the following banking day. In such a case, the amount will also be debited at the beginning of the due date.

A cash withdrawal will be debited on the date of the withdrawal.

### 9.2 Crediting of the account

The amount of money based on a payment transaction denominated in euros and performed within OP Financial Group on a real-time basis will be credited to the account holder's account any day of the week.

The amount of money based on a payment order between banks or bank groups will be credited to the account holder's account immediately on the banking day on which the amount has been paid into the account with the account holder's bank and the bank has received the information required for crediting to the account holder's account.

If the original amount of money based on the payment order is denominated in a currency of an EEA state, the amount will be credited to the account holder's account immediately on the banking day on which the amount has been paid into the account with the account holder's bank, the bank has received the information required for crediting to the account holder's account and the required foreign exchange transactions have been executed.

If the original amount of money based on the payment order is denominated in a currency other than that of an EEA state, the amount will be credited to the account holder's account no later than the banking day after the amount has been paid into the account with the account holder's bank, the bank has received the information required for crediting to the account holder's account and the required foreign exchange transactions have been executed.

A euro-denominated cash deposit will be credited to the account as soon as the cash has been verified for authenticity and counted. If a cash deposit is denominated in a currency of an EEA state, crediting this

amount to the account will also necessitate executing the required foreign exchange transactions.

If a cash deposit is denominated in a currency other than that of an EEA state, the cash will, however, be credited to the account holder's account no later than the following banking day.

For executing foreign exchange transactions, the day in question must be a banking day in both Finland and the home state of the currency.

### 9.3 Value date

The value date for debiting the account is a day on which the amount of a payment transaction is debited.

The value date for crediting the account is a banking day on which the amount of a payment transaction is paid into the account with the account holder's bank.

If the original amount of money is denominated in a currency of an EEA state, the value date for crediting the account will, however, be a banking day on which the required foreign exchange transactions have been executed. If the original amount of money is denominated in a currency other than the euro or that of an EEA state, the value date for crediting the account is a banking day on which the amount is paid into the account holder's account.

The value date of a cash deposit is a day on which the cash is credited to the account. The value date of a cash withdrawal is a day on which the cash is withdrawn from the account.

### 9.4 Keeping accounts of account transactions

The bank shall keep accounts of the amount of deposit, its changes and other account transactions, which is to serve as reliable proof of the account holder's account balance, unless otherwise proved by the account holder.

## 10 Bank's right not to accept use of account

**In certain cases, the bank has the right not to accept use of the account or to set restrictions for it.**

### 10.1 Bank's right not to accept use of account

- The bank has the right not to accept use of the account if
- the customer has not provided the bank with information about the customer needed by the bank in accordance with this agreement or binding legislation;
  - the signature on the document intended for withdrawal differs from the specimen signature in the bank's possession;
  - the account user cannot reliably prove his/her identity;
  - the authorisation issued by the account holder does not fulfil the requirements set for it by the bank;
  - a cheque is cashed after the period for cashing; or
  - the bank has otherwise reason to suspect the validity of use of the account.

### 10.2 Bank's right to close the account or restrict use of the account

The bank has the right to close the account or restrict use of the account if

- the account holder is declared bankrupt;
- the account holder becomes subject to International sanctions;
- a legal guardian is appointed for the account holder;
- the representative, based on a continuing power of attorney confirmed by the local register office, and the account holder are unable to agree on use of the account;
- the setoff conditions laid down in the Act on Credit Institutions have been fulfilled;
- the account is used for business;
- any of the account holders demands it;
- the bank has reason to suspect misuse of the account; or
- the security of using the account is at risk.

The bank has the right to restrict the use of the account elsewhere than at the account holding branch for security reasons.

The bank has the right to close the account if, despite a reminder, the account lacks funds for payment of bank service charges and fees until the account holder has paid these charges and fees. The bank shall afterwards inform the account holder of closing the account.

## 11 Withdrawal limit per calendar month

Your account agreement may have a stipulation concerning a withdrawal limit. The bank will apply this limit only in special cases when the bank so separately informs.

If the payment account agreement stipulates a withdrawal limit per calendar month, the bank undertakes not to apply the withdrawal limit clause otherwise than in special exceptional situations, in which case the bank shall inform the application of the withdrawal on its website and at its branches.

If such a limit is applied, the account holder must give notice of deposits higher than that one (1) month before the withdrawal. If the account agreement applicable to the savings or investment account sets a withdrawal limit per calendar month, the account holder must give notice of deposits higher than that six (6) months prior to the withdrawal. Unless such funds have been withdrawn within 15 days of their maturity, the notice is regarded as having expired.

If the bank agrees to the withdrawal of deposits greater than the monthly withdrawal limit without a notice, the bank will charge a fee specified in the list of service charges and fees.

## 12 Changes in the agreement, its terms and conditions, and charges and fees

The bank may change the terms and conditions and charges and fees of the agreement valid until further notice only by informing you in advance as prescribed by law. If you like, you can terminate the agreement before entry into force of such changes.

### 12.1 Agreements effective until further notice

The bank has the right to alter the agreement, its terms and conditions, and the list of service charges and fees. The bank will inform of the changes as specified in these terms and conditions.

The alteration will take effect on the date indicated by the bank, but no earlier than two months following the dispatch of the notification.

The agreement will continue to be effective with the altered content unless the customer informs the bank in writing by the notified effective date of said alteration that he/she disagrees with the alteration. The customer has the right, until the effective date of the changes, to cancel the agreement prior to entry into force of the changes. The customer may terminate the agreement with immediate effect or choose the termination date for the time before entry into force of the changes. If the customer disagrees with the changes, he/she and the bank has the right to cancel this agreement in accordance with Clause 15 below.

### 12.2 Fixed-term agreements

The bank has the right to change its service charges and fees, the agreement and its terms and conditions if said change is due to the cessation of quotation of the reference interest rate, a legislative amendment or an official decision. The bank shall notify of any such changes that will take effect as referred to in Clause 13.1 below.

## 13 Communications

We will inform you of matters related to your services in a manner specified herein. The bank will inform only one account holder of such matter.

### 13.1 Bank notifications

The bank can notify eServices customers of any changes in this agreement, its terms and conditions, and the bank's list of service charges and fees as well as information on payment services (such as no-funds messages) and any other messages and replies to the customer's complaints based on this agreement by sending a message on OP eServices.

If the customer has no eServices Agreement with the bank, the bank will send the abovementioned notifications by post to the address reported to the bank or the Population Register Centre.

### 13.2 Details of payment transactions

The customer receives information on his/her payment transactions on OP eServices or on a printed bank statement free of charge once a month.

Information on payment transactions is available free of charge to eServices customers on OP eServices for at least one year.

If the customer has no eServices agreement with the bank, the bank will either send the payment account bank statement once a month to the address reported by the customer to the bank or the Population Register Centre or the customer receives the details of the payment account transactions in a manner specifically agreed with the bank.

The bank may agree with the customer on providing information on the payment transactions from/to the payment account more frequently or, in addition to the aforementioned methods, in another manner. In such a case, the bank will charge the customer a fee according to its list of service charges and fees.

If the customer with a savings and investments account agreement with the bank has no eServices Agreement with the bank, the provision of information on transactions with respect to such an account will be specified in said agreement.

The bank will report payment transactions based on purchases using a credit card by sending the customer a bill on a monthly basis.

Reference interest rates applicable to the account or credit, and exchange rates applicable to payment transactions are available from the bank's branches and on OP eServices at op.fi.

### 13.3 Date of receipt of information

When the bank reports payment transactions or provides other information on payment services on OP eServices, or sends such information to the customer's address, he/she is regarded as having received the information no later than the seventh day following its sending.

Services for several customers under a single agreement

The bank shall report payment transactions and any changes in agreements, the general terms and conditions and the list of service charges and fees only to one account holder mentioned first in the account agreement. The customer receiving the bank's notifications is obliged to forward their content to other account holders.

### 13.4 Contacts with the bank

The customer may contact the bank by sending a message via OP eServices, visit any of the bank's branches in person or phone the bank, with the following exceptions:

Any complaints and claims must be sent by post or filed on OP eServices as a message.

In general, orders cannot be made as an online message.

### 13.5 Language

The customer can perform his/her transactions in Finnish or Swedish according to the bank's offering and depending on the branch, service channel or service in question. If the customer wishes to use a language other than Finnish or Swedish, he/she will be liable for costs arising from obtaining and using interpretation services.

### 13.6 Customer's right to receive the general contract terms and conditions, and the list of service charges and fees

The general contract terms and conditions and the lists of charges and fees applicable during the term of the agreement are available to the customer, his/her legal guardian or an authorised person under the continuing power of attorney at the bank's branches, free of charge.

## 14 Liability for loss or damage

If the bank's service has had an error, the bank will be liable for that as described herein. Inform the bank as soon as possible if you detects an error in the bank's service and always seek to restrict the loss or damage if possible.

### 14.1 Bank's liability

The bank is liable for any direct or indirect loss caused to the account holder in accordance with these terms and conditions. In addition, the bank is liable for any interest loss that it has caused to the account holder due to its error or neglect. The bank will return service fees it has

charged only to the amount relating to the error or neglect that caused the loss.

The account holder is not entitled to compensation from the bank unless he/she or a person authorised to access the account reports the error to the bank within a reasonable time from the date when he detected or should have detected the error.

However, the bank is not liable for loss if a force majeure event has prevented the fulfilment of the bank's obligation. Neither of the parties is liable for any loss if he/she can prove that he/she has been prevented from fulfilling an obligation by an unusual and unforeseen reason beyond his/her control which has resulted in consequences that could not have been avoided by exercise of all due care. Neither is the bank liable for any loss arising from the fulfilment of any obligation hereunder if such fulfilment was against any obligations prescribed for the service provider elsewhere in legislation.

Either party shall notify the other party as soon as possible of a force majeure circumstance it/he/she has encountered. The bank may do this by publishing an announcement, for example, on its website or in national newspapers.

The bank may not invoke limitations of liability if it has caused the loss wilfully or through gross negligence.

#### 14.2 Direct loss

The bank is liable to compensate for any direct loss that has been caused to the account holder due to the bank's error or neglect. Such direct losses include necessary costs incurred due to remedying an error.

#### 14.3 Indirect loss

The bank is not liable to the account holder for indirect losses due to its negligence unless it is a matter of action contrary to the obligations prescribed by the Payment Services Act or specified in the account agreement by virtue of said Act. In such a case, indirect losses refer to a loss of income or earnings arising from the bank's erroneous action or from measures due to said erroneous action, to a loss caused by the non-fulfilment of an obligation based on another agreement, or another loss comparable with them that is difficult to predict. However, the bank is not liable for an indirect loss caused by an error or neglect occurred in the execution of a payment order.

However, the bank may become liable only for an indirect loss that has causal connection with the bank's action in violation of laws or the agreement and that the bank could have reasonably foreseen.

#### 14.4 Mitigation of loss

A customer sustaining a loss must take reasonable measures in order to mitigate the loss. If he/she fails to do so, he/she is personally liable for the loss in this respect.

Damages payable by the bank for breach of either laws or the agreement may be adjusted if the amount is unreasonable in view of the reason for the breach, any possible contribution to the loss by the account holder or a person authorised to access the account, the amount of consideration paid for the payment service, the bank's chances of foreseeing the loss and preventing it from occurring, and any other relevant circumstances.

### 15 Termination and cancellation of the account agreement

**You can anytime terminate your agreement valid until further notice. The bank too has the right to terminate the agreement whenever necessary. The fixed-term agreement terminates upon expiry. Please remember to indicate a management account for your fixed-term account, to which funds will be transferred when the fixed-term account expires.**

#### 15.1 Termination and cancellation of the payment account agreement

Unless otherwise stipulated in the account agreement, the account holder has the right to terminate the account agreement for the payment account with immediate effect, in which case funds held in the account must be withdrawn. The bank has the right to terminate an account agreement other than a fixed-term payment account agreement at two (2) months' notice, unless a longer term of notice has been specified in the agreement.

The bank has the right to cancel the agreement with immediate effect if the account is used for business or its use is otherwise in material breach

of these terms and conditions, or the account holder or a person authorised to access the account is in material breach of obligations under the account agreement.

The account holder has the right to cancel the agreement with immediate effect if the bank has been in material breach of obligations under the account agreement.

The bank will send the account holder a written notice of termination or cancellation by post or to OP eServices used by the customer.

Upon termination or cancellation of the account agreement, charges and fees related to the account will fall due for payment as soon as the notice period has expired or cancellation has taken effect. The bank shall refund the amount of charges and fees paid in advance by the customer for the period after the termination of the agreement.

When the agreement has terminated, the bank will have the right to close the account and discontinue the provision of related ancillary services, and to cancel agreements for such ancillary services. In such a case, the account and services it includes can no longer be used.

When the account is closed or its access right is cancelled, the account holder and a person authorised to access the account must immediately return all of the account's payment instruments to the bank.

#### 15.2 Termination and cancellation of the account agreement (savings and investment account)

The account holder has the right to terminate an agreement other than that for the savings and investment at six (6) months' notice. However, the account holder has the right to terminate the agreement with immediate effect if the withdrawal limit per calendar month does not apply to the account mentioned in Clause 11 above.

The bank has the right to terminate an agreement other than that for the savings and investment at two (2) months' notice.

The bank has the right to cancel the agreement with immediate effect if the account is used for business or its use is otherwise in material breach of these terms and conditions, or the account holder or a person authorised to access the account is in material breach of obligations under the account agreement.

The account holder has the right to cancel the agreement with immediate effect if the bank has been in material breach of obligations under the account agreement.

#### 15.3 Termination and cancellation of the account agreement (basic payment account)

The account holder has the right to terminate the agreement for the basic payment account with immediate effect, in which case funds held in the account must be withdrawn.

The bank may terminate the agreement for the basic payment account applying a notice period of two (2) months from the date of termination only if:

- the basic payment account has had no transactions during 24 consecutive months;
- the account holder is no longer legally resident in an EEA member state.

The bank has the right to cancel the agreement with immediate effect if

- the account holder has intentionally used the basic payment account for an illegal purpose;
- the account holder has provided incorrect information or failed to provide information and the correctly provided information would have resulted in rejection of the application for the basic payment account.

In other respects, provisions governing cancellation and termination of the account agreement shall apply.

The account holder may complain about termination or cancellation in accordance with Clause 18.

#### 15.4 Funds in the closed account

If the account has funds at the time of termination/cancellation, the bank will keep them for the account of the account holder. No interest is paid on such funds.

## 16 Processing of personal data

The bank processes your personal data with due care. The Privacy Statement and the Privacy Notice available at the bank or on the bank's website describe personal data processing in greater detail.

### 16.1 General information

The customer agrees to it that the bank has the right to process the customer's data necessary for the provision of payment services.

The bank processes customers' personal data in accordance with regulations in force and in a manner described in greater detail in the Privacy Statement and the Privacy Notice. It is recommended that the customer read such privacy protection information.

The Privacy Statement and the Privacy Notice are available at [op.fi](http://op.fi) and the OP's customer service outlets.

The bank has the right to disclose information on the customer in accordance with the applicable laws.

The bank has the right to store information related to customer transactions and events in its information systems and to record telephone conversations. Such recordings may be used for purposes specified in the Privacy Statement and the Privacy Notice

### 16.2 Bank's right to use personal credit information

When granting and monitoring payment instruments and credit and when accepting collateral or pledge, the bank uses the personal credit information on the customer or the person making a commitment. Such credit history is available from the credit information register maintained by a credit reference agency (such as Suomen Asiakastieto Oy).

### 16.3 Recording default of payment in the Credit Information Register

The bank has the right to report and the registrar has the right to record an entry of default of payment in the Credit Information Register, if at least 21 days have passed since the customer was sent a reminder for payment after the due date, in which the possibility of registering the default of payment in the Credit Information Register was stated, and the payment is delayed by over 60 days from the original due date stated in the reminder, or if the registration is otherwise permitted by virtue of law or a ruling by the data protection authorities. No right to record information shall exist if the delay in payment has been due to a so-called social obstacle to payment pursuant to Chapter 7, Section 34 of the Consumer Protection Act, and the customer has notified the bank thereof prior to such an entry in the Credit Information Register.

## 17 Other terms and conditions

### 17.1 Deposit guarantee (deposit insurance)

Funds in this account belong within the scope of deposit guarantee valid from time to time, to the extent prescribed by law.

### 17.2 Assignment of the agreement

The bank has the right to assign this agreement, including the rights and obligations based thereupon, in full or in part to the party specified by the bank if the bank merges, demerges or transfer its business in full or in part. The transfer will not affect the rights and obligations based on the agreement between the customer and the bank.

### 17.3 Regulators

The bank is supervised by the Finnish Financial Supervisory Authority and, in consumer issues, by the Consumer Ombudsman.

Financial Supervisory Authority contact information: Finnish Financial Supervisory Authority, Snellmaninkatu 6, P.O. Box 103, 00101 Helsinki, ([www.fiva.fi](http://www.fiva.fi))

Consumer Ombudsman's contact information: Competition and Consumer Authority, P.O. Box 5, 00531 Helsinki ([www.kkv.fi](http://www.kkv.fi)).

### 17.4 Right to cancel the agreement in distance selling

If the agreement has been made through distance selling, the consumer has the right to cancel the agreement within fourteen (14) days of the date of concluding a distance selling agreement, in accordance with Chapter 6 a, Section 12 of the Consumer Protection Act, or a subsequent date on which the consumer received advance information and the agreement, its terms and conditions included.

If a fixed-term agreement is cancelled, the bank will not pay interest on the funds in the account. Ancillary contracts, orders and authorisations related to payment transactions and the use of the account will be cancelled upon cancellation of the agreement.

## 18 Settlement of disputes

**In any problem situation, always first turn to your bank to settle the matter. We will do our best to find a solution. You also have OP's Customer Ombudsman at your disposal. Customer Ombudsman is a fast and free-of-charge complaint-handling body and its handling is independent of the previous decision.**

### 18.1 Customer advisory service and non-judicial procedures

The customer shall always primarily contact his/her bank in questions arising from this agreement and the terms and conditions herein. Any complaints and claims shall be filed pursuant to Clause 13.5 above.

If the customer still disagrees with the decision by the bank, he/she can submit the matter in writing to OP's Customer Ombudsman.

The customer may submit a dispute arising from these terms and conditions to the Finnish Financial Ombudsman Bureau ([www.fine.fi](http://www.fine.fi)) or the Banking Complaints Board or the Consumer Disputes Board ([www.kuluttajariita.fi](http://www.kuluttajariita.fi)).

### 18.2 Applicable law and jurisdiction

The laws of Finland shall apply to this agreement.

The service provider and the customer may bring an action concerning disputes that may arise from this agreement against each other in the district court of the Finnish municipality in the jurisdiction in which the consumer resides or has a permanent place of residence.

If the consumer does no longer resides or has no permanent residence in Finland when bringing an action, such action may be brought in the district court of the Finnish municipality in the jurisdiction of which the consumer resides or has a permanent residence when establishing the agreement.

If the consumer customer did not reside or had no permanent residence in Finland during the establishment of the agreement, an action will be brought in the court of first instance in the locality of the EU member state in the jurisdiction of which the customer resides or has a permanent residence.

If the customer is not a resident of an EU member state, disputes will be submitted to the Helsinki District Court.