

# General Terms and Conditions for Accounts, Consumers

Effective for new agreements from of 11 December 2024.

Applicable to old agreements as of 1 April 2025.

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## 1 Scope of application

These terms and conditions apply to the Account Agreement between the bank and a consumer customer. The General Terms and Conditions of Payment Transfers apply to payment services and transfers to/from the account.

If there are any discrepancies between the different language versions, the Finnish versions will apply.

## 2 Definitions

**Account holder** means a person or persons to whom the bank owes funds in the account and who may dispose of the account and the funds in the account at their discretion subject to the provisions to the contrary below. There may be more than one account holder.

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

**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 banking 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.

**Basic payment account** means a payment account in accordance with chapter 15, section 6 of the Act on Credit Institutions (610/2014).

**Customer** is the account holder or the person opening the account.

**Digital services customer** is a customer who has signed an agreement on OP's Digital Services with an OP Financial Group company.

**Execution of a payment order** involves the measures taken by the service provider to process the order and transmit the payment.

**Holder of access rights** is a person authorised by the account holder and accepted by the bank, who has a general or specific right to use the account in accordance with an authorisation under these terms and conditions. The bank has the right, but is under no obligation, not to accept the person authorised by the account holder as a holder of access rights both at the time the account holder is granting the access right authorisation and during the validity of access rights if the person is subject to international sanctions, the bank has reason to suspect that the safe use of the account has been compromised or for other reasons based on risk management from the perspective of the bank or the customer.

**International sanctions** refer to sanctions, financial sanctions, export or import bans, trade embargoes or other restrictions 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, or to administrative asset freezing measures imposed by the Finnish National Bureau of Investigation.

**OP's Digital Services** are electronic service channels and transaction services provided by OP Financial Group at any given time that require a separate agreement.

**Payment account** means an account that is intended and can be used for the execution of payment transactions without any restrictions on use arising from the Account Agreement or the law. In case the payment account is subject to restricted use for a fixed period due to, for example, pledging or an exclusion clause on account access rights, the terms and conditions governing the savings and investment account will apply to the account.

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

**Payment order** is an order given by the customer to their 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.

**Payment transaction** refers to a procedure by which 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 constitute a payment transaction.

**Person opening the account** is a person who makes an agreement with the bank for the opening of an account on their own or the account holder's behalf.

**Savings and investment account** means an account that is mainly intended for saving or investing and that is subject to restrictions on use arising from the law or the Account Agreement.

**Statement of fees** means the statement of fees in accordance with section 17 b of the Payment Services Act (290/2010).

**The bank** is an OP Financial Group member bank with which the person opening the account has entered into this agreement. The bank belongs to the amalgamation of deposit banks as referred to in the Act on the Amalgamation of Deposit Banks.

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



### 3 Rights of the account holder

As the account holder, you decide on matters concerning the account, such as using or pledging funds in the account. If you hold your account with others, you must agree with the bank whether you want each to be able to use the account alone (a so-called OR account) or whether the account can only be used by all account holders jointly (a so-called AND account).

#### 3.1 General rights of the account holder

The account holder has control over their account. The account holder may decide on the use of funds held in their 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

If there are more than one account holder, each of them alone has the right to access the account and use funds in the account with 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 cannot be made without all account holders' consent.

If the Account Agreement stipulates that the account must be accessed by all account holders jointly, decisions concerning the account can only be made with all of the account holders' consent.

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

#### 3.3 Closing an account

An account holder cannot close the account without all account holders' consent 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 cancelling the agreement for their part as specified in these terms and conditions.

#### 3.5 Pledging funds in the account

The account holders can only jointly pledge the funds held in the account. The pledgee must notify the bank of such pledging in order to secure their rights.

#### 3.6 Authorising access to the account

The account holders can 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 will separately agree with the bank which payment instruments they will personally use unless otherwise stipulated in the Account Agreement.

All account holders will jointly agree with the bank on the issuing of 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 they are an account holder.

#### 3.9 Rights of the account holder under legal guardianship

A person of age under legal guardianship may personally make an Account Agreement with the bank if their capacity has not been limited. The account holder may use the account only as notified by their legal guardian.

### 4 Rights of the person authorised to access the account

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

#### 4.1 Rights of the legal guardian

The account holder's legal guardian may dispose of the account in the same way as the account holder. The legal guardian will make an agreement with the bank for opening and closing the account, notify the bank of the person authorised to access the account and agree with the bank on payment instruments. If there are more than one legal guardian, they will dispose of the account and make decisions concerning 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 matters concerning the account holder's account. The legal guardian's right to obtain this information also applies to the period prior to their appointment as legal guardian. If the legal guardian has been appointed to perform a specific task, they have the right to obtain information only on the account matters related to the task specified in their appointment.



## 4.2 Rights of the attorney under a continuing power of attorney

In addition to the account holder, an attorney under a continuing power of attorney has the right to agree with the bank on opening and closing the account, account access rights and payment instruments, in accordance with the content of the power of attorney. In addition to the account holder, the attorney under a continuing power of attorney has the right to obtain information on matters concerning the account holder's account, in accordance with the content of the power of attorney. The right of the attorney under a continuing power of attorney to obtain this information also applies to the period prior to the confirmation of the continuing power of attorney, in accordance with the content of the power of attorney.

## 4.3 Rights of the holder of access rights

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

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

When the account is closed or the access right is cancelled, the holder of access rights may no longer use the payment instruments linked to the account.

The holder of access rights has the right to obtain information on account transactions for the period during which their access rights are valid. The holder of access rights may not alter the terms and conditions of the account, make additional agreements pertaining to the account, pledge funds in the account, close the account or assign their access rights 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 the up-to-date information on you that it needs.**

### 5.1 Overdraft

The account holder and the holder of access rights may use payment instruments only without overdrawing the account. If the account holder or the holder of access rights 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 will fall due for payment immediately. In case of a material breach of agreement, the bank has the right to dissolve the Account Agreement with immediate effect.

In the event of an overdraft, the account holder will be obligated to pay the bank penalty interest equalling seven (7) percentage points above the reference interest rate valid at the time as referred to in the Interest Act, a charge for sending a reminder letter, and other charges and fees arising from the overdraft based on the list of charges and fees. The bank has the right to debit the above-mentioned charges and fees from the account.

### 5.2 Information required by the bank

The person opening the account must provide the bank with information on the account holder. The account holder must provide the bank with information on persons with account access rights.

The account holder, the person opening the account and the holder of access rights must notify the bank of their name, personal identity code (or date of birth if they do not have a Finnish identity code), nationality, permanent address, telephone number, place of residence and, if required by the bank, provide their specimen signature. In addition, the account holder and the person opening the account must inform the bank of whether they are liable to pay tax abroad and the tax identification number in respect of the country concerned.

The account holder must notify the bank of any changes in the above-mentioned information. The bank also has the right to obtain the information from the Digital and Population Data Services Agency. The bank must be notified of any changes in contact information so that in exceptional circumstances the bank will be able to verify, among other things, 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. The account holder, the person opening the account and the holder of access rights are also obligated to provide the bank, at the beginning of and during the customer relationship, with any other information requested by the bank at any given time for knowledge of the customer and the establishment and maintenance of the customer relationship.

If the account holder has given permission to the delivery of information subject to bank secrecy by SMS or email instead of a message via OP's Digital Services, they must inform about their new contact information on OP's Digital Services or at a bank branch if they want messages to be sent to their new telephone number or email address.

Where the above-mentioned information is already in the bank's possession, the bank may use the information held in its customer data file.

On request, a borrower under a credit agreement must also provide the bank with information concerning their financial standing and other information having a bearing on the debt relationship that is necessary to the bank as lender.



## 6 Charges and fees

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

### 6.1 Account holder's responsibility for charges and fees

The account holder must pay charges and fees related to the opening, use and maintenance of the account and those related to reports sent by the bank. Their amounts are available from the bank's list of charges and fees valid at the time. The bank has the right to debit the above-mentioned charges and fees from the account. The bank has the right to deduct a fee from an incoming payment, according to its list of 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 charges and fees is available at all of the bank's branches.

### 6.2 Sufficient funds to cover charges and fees

The account holder must ensure that their 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 insufficient 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 / holder of account access rights 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 collect, from funds deposited into the account, its receivables and penalty interest accrued on the receivable, a charge for sending a reminder letter and other charges and fees arising from recovering the receivable.

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

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

The Account Agreement is made up of an agreement form, these General Terms and Conditions for Accounts and the General Terms and Conditions of Payment Transfers, the access rights to the account you may have granted, and the list of charges and fees applied to account services. Your account is intended only for your own funds. If there are any discrepancies between the terms and conditions, they will be applied in the above-mentioned 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 transfer funds for third parties only if it has been specifically agreed on with the bank.

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

This agreement will enter into force as soon as the customer and the bank have approved the agreement in the manner agreed in the Account Agreement. The customer does not have the right to deposit funds into the account prior to having accepted the Account Agreement. The delivery time for payment instruments may vary by instrument.

The agreement will remain in force until further notice unless otherwise agreed.

#### 7.1.1 Making an agreement via telesales

If the Account Agreement is made over the phone, it will enter into force only when the customer has accepted the Account Agreement in writing or other permanent form. If the customer does not sign the Account Agreement, they will not become bound by the Account Agreement provided that they notify the bank about it within a year from opening the account.

### 7.2 Account's transaction limits

The account holder and the bank may separately agree on transaction limits on the account.

### 7.3 Special clauses applicable to fixed-term accounts

Funds in a fixed-term account will be transferred to an asset management account agreed in the Account Agreement regarding the fixed-term account after the maturity date of the fixed-term account. If the funds cannot be transferred to the asset management account for a reason beyond the bank's control, the bank has the right to retain the funds for the account holder. No interest will be paid on the deposited funds after the maturity date of the fixed-term account.

If a settlement period has been agreed on for the account, the account will be closed when the settlement period



stipulated in the Account Agreement ends 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 the asset management account has been closed or blocked, or the fixed-term account has been blocked or pledged, the matured funds will remain in the fixed-term account. Subject to the provisions of blocking or pledging the fixed-term account, the account holder can withdraw the funds by notifying the bank of the account into which the funds of the closed fixed-term account can be transferred.

The account holder is obligated to agree on a substitute pledge with the pledgee of the pledged account, so that the pledge of funds can be cancelled in the fixed-term account.

## 8 Deposit interest rate and reference interest rate

**In your Account Agreement, we set the interest rate payable on your deposits.**

Deposit interest rate may be fixed or in relation to a reference interest rate in which case interest paid to you will change in accordance with changes 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 reference rate. The reference interest rate valid at the time is available from the bank's branches and at op.fi.

The bank will not notify in advance of any change in the deposit rate that is to the customer's benefit. The information will be made available to the customer in accordance with clause 13.1.2 of these terms and conditions.

### 8.1 Euribor rate

A Euribor rate (Euro Interbank Offered Rate) is the rate at which prime banks operating in the euro area lend each other euro loans.

The interest rate applicable to the account will remain the same throughout the interest determination period. The length of the interest determination period is indicated by the name of the reference interest rate unless otherwise specified in the Account Agreement. The reference interest rate will change to the rate that is valid on the first day of each interest determination period.

If the first day of the 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 Management Team determines the OP-Prime rate, taking account of market interest rate movements and interest rate expectations. More information about 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 €STR rate

The €STR (Euro short-term rate) reflects the wholesale euro unsecured overnight borrowing costs of banks located in the euro area. The European Central Bank (ECB) administers the €STR and is responsible for the calculation principles and publishing of the €STR. The €STR is determined by TARGET banking day. Its determination period is one (1) day. If the first day of the period is not a TARGET banking 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 will 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 relevant authority.

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 authority, the bank will notify of the new reference interest rate as specified in clause 12.



## 9 Account transactions

We will enter the payments you have made and received in your account as described in these terms. Payments made within OP Financial Group will be recorded any day 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 from 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 denominated in euros and performed 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 cash deposit will be credited to the account as soon as the cash has been verified for authenticity and counted.

### 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 will keep accounts of the amount of deposit, its changes and other account transactions, to serve as reliable proof of the account holder's account balance unless otherwise proved by the account holder.

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

**In certain cases, the bank has the right not to accept use of the account or to place restrictions on 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 the requested information, or the bank has been given false or misleading information;
- the signature on the document intended for withdrawal differs from the specimen signature in the bank's possession;
- the account user cannot reliably prove their 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;
- a reason for this exists on the basis of regulation, instructions or order issued by the authorities or the implementation of an official regulation;
- the bank has otherwise reason to suspect the validity of use of the account, or
- other reasons for this exist on the basis of risk management from the perspective of the bank or the customer.



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

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

- the customer has not provided the bank with the requested information, or the bank has been given false or misleading information;
- the customer has not provided evidence of the origin or use of funds or has given false or insufficient information on the origin or use of funds;
- the account holder is declared bankrupt;
- the account holder or holder of access rights becomes subject to international sanctions, acts on behalf of a private or legal person subject to the sanctions, or does not comply with the sanctions applied to them;
- a legal guardian is appointed for the account holder;
- the representative, based on a continuing power of attorney confirmed by the Digital and Population Data Services Agency, 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;
- despite a reminder the account lacks funds for payment of bank service charges and fees;
- a reason for this exists on the basis of regulation, instructions or order issued by the authorities or the implementation of an official regulation;
- the service is being used in a way that may cause a loss or hazard to the bank or the customer;
- the customer has breached their contractual obligations or otherwise acts in violation of these terms and conditions;
- any of the account holders demands it;
- the bank has reason to suspect misuse of the account;
- safe use of the account has been compromised, or
- other justified reasons for this exist on the basis of risk management from the perspective of the bank or the customer.

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

The bank will afterwards inform the account holder of restricting use of the account.

## 11 Account withdrawal limits

### 11.1 Withdrawal limit per calendar month

**Your Account agreement may include a provision on a withdrawal limit. The bank will apply this limit only in special cases notified separately by the bank.**

If the Account Agreement includes a withdrawal limit per calendar month, the bank undertakes not to apply the withdrawal limit clause other than in special exceptional situations. In such a case, the bank will notify of the application of the withdrawal limit on its website and at its branches.

If the limit is applied, the account holder must give notice of deposits higher than the limit one (1) month before 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 charges and fees.

### 11.2 Limitation on cash withdrawals

The bank has the right to limit a cash withdrawal to a certain amount or demand a pre-order for cash withdrawals. The bank will inform of such a limitation through a notice displayed at the branch or communications on the op.fi website.

Cash services are not available at all OP branches.

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

**The bank may change the terms and conditions and charges and fees of an agreement effective until further notice only by informing you in advance as prescribed by law or agreed in these terms and conditions. If you like, you can terminate the agreement before such changes take effect.**

### 12.1 Agreements effective until further notice

#### 12.1.1 Payment accounts

A change affecting the payment account will take effect at the time notified by the bank, but no earlier than two (2) months after the date of sending the notification to the customer. The bank will inform of such changes in accordance with clause 13.1.1.

The agreement will continue to be effective with the changed content unless the customer informs the bank by the notified effective date of changes that they disagree with the changes. The customer has the right, until the effective date of the changes, to cancel the agreement to end prior to the changes taking effect. The customer may cancel the agreement with immediate effect or choose the termination date for the period before the changes take effect. If the customer disagrees with the changes, the customer and the bank have the right to cancel this agreement in accordance with clause 15.

#### 12.1.2 Savings and investment accounts

Any change concerning a savings and investment account that reduces the customer's rights or increases their obligations but is not due to a legislative amendment or a decision or instructions issued by the relevant authority will take effect from the date notified by the bank, but no earlier than one (1) month of the date of sending a notification to the customer. The bank will inform of such changes in accordance with clause 13.1.1.





Notifications of changes concerning a savings and investment account other than mentioned above will be made available to the customer in accordance with clause 13.1.2, and the changes will take effect from the date notified by the bank.

## 12.2 Fixed-term agreements

The bank has the right to change a fixed-term agreement, its terms and conditions and the applicable charges and fees provided that the change will not reduce the account holder's rights or increase their obligations or that the change is due to the cessation of quotation of the reference interest rate, a legislative amendment or a decision or instructions issued by the relevant authority. The bank will notify of such changes, and they will take effect in accordance with clause 13.1.

## 13 Communication

**We will inform you of matters related to your services in a manner specified in these terms. The bank will send any notifications to only one account holder.**

### 13.1 Bank notifications

#### 13.1.1 Delivery of information

The bank will send digital services customers notifications of changes in this agreement, its terms and conditions and the bank's list of charge and fees as well as information on payment services (such as notifications of insufficient funds) and all other notifications based on this agreement and replies to any complaints made by the customer as messages via OP's Digital Services unless the provision of information has been agreed on in accordance with clause 13.1.2.

If the customer has no agreement on OP's Digital Services with the bank or the bank cannot send or make available notifications to the customer by using OP's Digital Services, the bank will send the notifications in writing by post to the address given to the bank or the Digital and Population Data Services Agency.

#### 13.1.2 Making information available

The bank has the right to make any information and notifications referred to in these terms and conditions available to the customer on OP's Digital Services or at the bank's branches unless the information or notification must be delivered as specified in clause 13.1.1 according to these terms and conditions.

Reference interest rates applicable to the account or credit and exchange rates applicable to payment transactions are available from OP's Digital Services and the bank's branches.

### 13.2 Reporting payment transactions

The customer will get the details of their payment account's payment transactions either on OP's Digital

Services or through a printed bank statement free of charge once a month.

The details of payment account's payment transactions are available free of charge to digital services customers on OP's Digital Services for at least one year.

If the customer has no agreement on OP's Digital Services, the bank will either send the payment account's bank statement once a month to the address given by the customer to the bank or the Digital and Population Data Services Agency, or the customer gets the details of the payment account's transactions in a manner separately agreed with the bank. No bank statement will be delivered for the payment account if the account has no payment transactions.

The bank may agree with the customer on providing details of the payment account's payment transactions more frequently or, in addition to the above-mentioned methods, in another manner. In such a case, the bank will charge the customer a fee according to its list of charges and fees.

The bank will report payment transactions based on purchases made with a credit card by sending the customer a bill once a month.

The customer will get the details of their savings and investment account's transactions on OP's Digital Services. If the customer has no agreement on OP's Digital Services, the provision of information on account transactions will be agreed on in the Account Agreement for a savings and investment account.

### 13.3 Date of receipt of information

When the bank sends any information or notifications referred to in these terms and conditions via OP's Digital Services, such a notification is considered to have been received on the day following the date of sending the notification. When the bank sends any information or notifications by post, such a notification is considered to have been received on the seventh day following the date of sending the notification.

Notifications as per section 13.1.2 are considered to have been received at the time of making the information available.

### 13.4 Services for several customers under a single agreement

The bank is under an obligation to report payment transactions and any changes in agreements, the general terms and conditions and the list of charges and fees only to one account holder mentioned first in the Account Agreement. The customer receiving the bank's notifications is obligated to forward their content to other account holders.



### 13.5 Contacts with the bank

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

- The customer must file any complaints and claims with the bank in writing and in sufficient detail;
- In general, orders cannot be placed as messages via OP's Digital Services.

### 13.6 Service language

During the contractual relationship, either Finnish or Swedish will be used as a service language depending on the resources available and the branch, service channel or service in question. If the customer wishes to use a language other than Finnish or Swedish, they will be liable for costs arising from obtaining and using interpretation services.

Agreements and commitments are made in Finnish, Swedish or English.

### 13.7 Customer's right to receive the general terms and conditions of agreements, and lists of charges and fees

The general terms and conditions of agreements and lists of charges and fees applicable during the contractual relationship are available to the customer, their legal guardian or an attorney under a continuing power of attorney at op.fi and the bank's branches, free of charge.

### 13.8 Statement of fees

A statement of fees is saved annually to the customer's digital archive. The customer can receive the statement of fees on paper on request.

## 14 Liability for loss or damage

**If there has been an error in the bank's service, the bank will be liable for it as described in these terms. Inform the bank as soon as possible if you detect an error in the bank's service and always seek to mitigate the loss or damage, if possible.**

### 14.1 Bank's liability

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

The account holder is not entitled to compensation from the bank unless they or the holder of account access rights reports the error to the bank within a reasonable time from the date when they detected or should have detected the error.

However, the bank is not liable for a delay or loss if a force majeure event has prevented the fulfilment of the bank's obligation. The bank is not liable for any loss if it can prove that fulfilling an obligation has been prevented for an unusual and unforeseen reason, such as failure in electricity supply, data communications or information systems; or fire, natural disaster, war, civil commotion or strike, lockout or another industrial action beyond its control which has resulted in consequences that could not have been avoided or overcome by exercise of all due care. Neither is the bank liable for a loss caused by a strike, embargo, boycott or other industrial action when the bank itself is affected by or involved in one.

Either party must notify the other party without delay of a force majeure circumstance and of its cessation. The bank may announce such a force majeure circumstance on its website or in national daily newspapers, for example.

The bank is also not liable for any loss arising from the fulfilment of any obligation under this agreement if such fulfilment were against any obligations prescribed for the service provider elsewhere in law.

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 the account holder for any direct loss that has been caused due to the bank's error or neglect. An example of direct losses would include necessary costs incurred in remedying the 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 the 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 the customer fails to do so, they are 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 the holder of account access rights, 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 Cancellation and dissolution of the Account Agreement

**You can anytime terminate your agreement effective until further notice. The bank too has the right to terminate the agreement. A fixed-term agreement will terminate at the end of the indicated term.**

### 15.1 Cancellation and dissolution of the Account Agreement for a payment account

Unless otherwise stipulated in the Account Agreement or if the monthly withdrawal limit specified in clause 11.1 is not applied, the account holder has the right to cancel the Account Agreement for a payment account with immediate effect, in which case funds held in the account must be withdrawn.

The bank has the right to cancel the Account Agreement for a payment account to end two (2) months after the date of the notice of cancellation unless a longer notice period has been specified in the agreement.

The bank has the right to dissolve the Account 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 holder of access rights is in material breach of obligations under the Account Agreement.

The account holder has the right to dissolve the Account 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 notice of cancellation or dissolution in writing as a message to OP's Digital Services or by post to the address given to the bank or the Digital and Population Data Services Agency.

If the Account Agreement is cancelled or dissolved, any charges and fees related to the account will fall due for payment as soon as the notice period has expired, or the dissolution has taken effect. The bank will refund the amount of charges and fees paid in advance by the customer for the period after the end of the agreement.

Once the agreement has ended, the bank has the right to close the account and discontinue the provision of related ancillary services and to dissolve agreements for such ancillary services. In such a case, the account and services linked to it can no longer be used.

The account holder and holder of account access rights must not use the payment instruments linked to the account after the account has been closed or the access rights cancelled.

### 15.2 Cancellation and dissolution of the Account Agreement for a savings and investment account

Unless otherwise stipulated in the Account Agreement or if the monthly withdrawal limit specified in clause 11.1 is not applied, the account holder has the right to cancel an Account Agreement other than a fixed-term Account Agreement for a savings and investment account with immediate effect, in which case funds held in the account must be withdrawn.

The bank has the right to cancel an Account Agreement other than a fixed-term Account Agreement for a savings and investment account to end one (1) month after the date of the notice of cancellation unless a longer notice period has been specified in the agreement.

In other respects, provisions governing cancellation and dissolution of the Account Agreement will apply.

### 15.3 Cancellation and dissolution of the Account Agreement for a basic payment account

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

The bank has the right to cancel an agreement for a basic payment account to end two (2) months after the date of cancellation if:

- the basic payment account has had no transactions during 24 consecutive months, or
- the account holder no longer legally resides in an EEA member state, or
- the bank's right is based on regulation, or instructions or an order issued by the relevant authority valid at the time.

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

- the account holder has intentionally used the payment account for an illegal purpose, or
- 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, or
- the bank's right is based on regulation, or instructions or an order issued by the relevant authority valid at the time.

In other respects, the provisions governing dissolution and cancellation of the Account Agreement will apply.



The account holder may file a complaint about cancellation or dissolution in accordance with clause 18.

#### 15.4 Funds in the closed account

If the account has funds at the time of its closure, the bank has the right to transfer the funds to customer's bank account with OP that has the same holder and the same access rights or access rights that are more restricted than the account to be closed.

If the funds in the account cannot be transferred in a manner mentioned above, the bank will retain them on the account holder's behalf. No interest is paid on such funds.

### 16 Personal data processing

**The bank will process 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 Overview

The customer agrees that the bank has the right to process the customer's personal 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. The customer is advised to read the privacy information carefully.

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

The bank has the right to disclose information on the customer in accordance with 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 supervising payment instruments and credit facility and accepting a guarantee or pledge, the bank uses the personal credit information of the customer or the person making a commitment. The credit history is retrieved from a credit data file maintained by a credit reference agency (such as Suomen Asiakastieto Oy).

#### 16.3 Recording payment default in the credit data file

The bank has the right to report, and the controller has the right to record, a payment default entry in the credit data file, if at least 21 days have passed since the customer was sent a request for payment after the due date and in which the possibility of making a payment default entry in the

credit data file was stated, and if the payment is delayed by over 60 days from the original due date stated in the request for payment, or if recording the entry is otherwise permitted under the law or a ruling by the data protection authority. No right to record information will exist if the delay in payment has been due to a so-called social obstacle to payment as specified in chapter 7, section 34 of the Consumer Protection Act, and the customer has notified the bank of this prior to the recording of a payment default entry in the credit data file.

### 17 Other terms and conditions

#### 17.1 Deposit guarantee

Funds in this account belong within the scope of deposit guarantee valid at the 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 on it, in full or in part to the party specified by the bank if the bank merges, demerges or transfers all or part of its business. The assignment 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 Financial Supervisory Authority and, in consumer issues, by the Consumer Ombudsman.

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

Contact information for the Consumer Ombudsman: Finnish Competition and Consumer Authority, P.O. Box 5, 00531 Helsinki ([www.kkv.fi](http://www.kkv.fi)).

#### 17.4 Right of withdrawal in distance selling

Under chapter 6 a, section 12 of the Consumer Protection Act, if an agreement has been made through distance selling, the consumer has the right to withdraw from the agreement within fourteen (14) days of the date of making the agreement or a subsequent date on which the consumer received the advance information and the agreement, its terms and conditions included.

Ancillary agreements, orders and authorisations related to payment transactions and the use of the account will be cancelled upon withdrawal from the agreement.

If the customer withdraws from a fixed-term Account Agreement, the bank will not pay interest on the funds in the account.

## 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. The Customer Ombudsman is a fast and free-of-charge complaint-handling body, which handles complaints independently of any previous decision.

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

The customer should always primarily contact their bank with questions arising from this agreement and these terms and conditions. Any complaints and claims must be filed as specified in clause 13.5.

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

The customer may also 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

This agreement will be governed by Finnish law. The bank is under no obligation to notify the customer of changes in regulation or instructions or orders issued by the relevant authority that apply to the customer's Account Agreement.

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

If the consumer no longer resides or has no permanent residence in Finland when bringing an action, the action can be brought in the district court of the Finnish municipality in the jurisdiction of which the consumer resided or had a permanent residence when the agreement was established.

If the consumer customer did not reside or had no permanent residence in Finland when the agreement was established, the 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.