1. Generally

These general terms and conditions are the Bank’s general terms and conditions for Plusgiro Accounts for Enterprises. These terms and conditions apply to all of the Account Holder’s Plusgiro Accounts and replace all general terms and conditions previously applicable to the aforesaid accounts.

A Plusgiro Account is an account operated by the Bank for payments regularly made and received by enterprises.

A Plusgiro Account may be operated in several currencies under a joint account number.

A joint account may be held by several physical persons in conjunction with such persons jointly conducting business operations. A joint account may not be opened for legal entities. Where the Account is held by several persons, they each operate the Account individually. The Bank is not liable where one of the Account Holders uses the Account in contravention of the will of the other Account Holders. Restrictions on the right of use or other changes in the rights associated with the Account, including closing the Account, must be made by the Account Holders jointly. The Account Holders must confirm the change in writing. In conjunction with the Bank’s legally mandated reporting to the Swedish Tax Agency, interest and claims shall be apportioned equally between the Account Holders unless the Account Holders notify, in writing, a different apportionment to the Bank. A change in the apportionment shall not entail a change in the right of the Account Holders to operate the account.

When a payment service is provided by the Bank through an agent, it is processed with direct legal effect between the Bank and the Account Holder. This means that the Bank is the party which is liable to the Account Holder in respect of the processing.

Plusgiro Accounts make possible Crediting/Deposits on the account of sums stated in Bankgiro/Plusgiro payment slips and bank money orders made out to the Customer, which the Account Holder sends to the Bank by post.

All information provided to the Account Holder by the Bank regarding the Bank and the payment service(s) covered by the Agreement is set forth in the Agreement, and any applicable service description is provided otherwise in conjunction with Payment Transactions. The Bank does not provide any additional information except where provided by a separate agreement with the Account Holder.

2. Definitions

As used in these general terms and conditions, the following words and terms (including other grammatical forms and the like) shall be deemed to have the meaning set forth below.

Account: The bank account at the Bank which is held by the Account Holder and is specified in the Agreement which is intended for the execution of Payment Transactions.

Account Holder: The holder or holders of the Account specified in the Agreement.

Agreement: Application/Agreement, customer confirmation, or the equivalent, relating to the Account including any appendices and these general terms and conditions.

Authentication: A procedure through which an Account Holder’s Security Solution is used and through which a payment service provider can verify the identity of the Account Holder or the validity of the Payment Instrument.

Bank: Nordea Bank Abp, filial i Sverige, reg. no. 516411-1683. The registered office of the company is in Helsinki, Finland. The Bank is a banking company licensed to conduct banking business. The Bank is subject to the supervision of the European Central Bank (ECB), the Finnish Financial Supervisory Authority and the Swedish Financial Supervisory Authority (Finansinspektionen).

Bank Day: A day on which participating payment service providers are open for business to the extent necessary to execute a Payment Transaction.

Bankgiro: Bankgirocentralen BGC AB.

Connected Service: A service specifically agreed with the Bank through which the Account Holder operates the Account, e.g. Internet bank.

Cut Off Time: A certain specified final point in time which is used to determine which Bank Day the Bank shall be deemed to have received funds or a Payment Order.

Internet Bank: The Bank’s Internet bank or mobile bank or an equivalent Internet service agreed between the Bank and the Account Holder.

Mobile BankID: An electronic identity card on a Mobile unit consisting of a BankID security app and an electronic certificate issued by the Bank, or another authorized issuer.

Mobile Unit: A mobile telephone, tablet, watch, armband or similar equipment with access to the Internet or other network for telephone or data traffic.

Payment Initiation Service: A service, at the request of the Account Holder, to initiate a payment order from a payment account with another payment service provider.

Payment Instrument: Card or other personal instrument or personal procedure regarding which the Account Holder and the Bank have entered into an agreement and which the Account Holder uses to initiate a Payment Order, such as a bank card or Personal Code. A Payment Instrument may be connected to a Security Solution.

Payment Order: Each and every instruction which the Account Holder submits to the Bank to execute a Payment Transaction.

Payment Transaction: Deposit, withdrawal, or transfer of funds to or from a payment account.

Personal Code: For example, a PIN code, single use code, SMS code or corresponding code.

Sanctions Provision: Economic, trade, or financial provisions, or prohibitions or restrictive measures which the Bank takes into consideration in its operations and which are administered or issued by national public authorities, including the OFAC (Office of Foreign Assets Control) or international bodies such as the EU or UN.

Security Solution: Personal authorization functions, i.e. personally adapted functions which the Bank provides or accepts for Authentication, for example Personal Code or a reader of biometric information such as a fingerprint reader or iris scanning.

Strong Customer Authentication: An Authentication which is based on at least two of the following three alternatives which are independent of each other: a) something which only the account holder knows (for example a number code); b) something which only the Account Holder has (for example a physical bank card); c) a unique characteristic of the Account Holder (for example a fingerprint).

Third Party Provider: A payment service provider other than the Bank which holds the necessary license, or is registered, to provide Payment Initiation Services and/or Account Information Services.

Unique Identifier: A combination of letters, digits, or symbols which is provided by a payment service provider and which a customer must state in order to identify, unequivocally, another payment service user or their payment account, e.g. an account number or bankgiro number.

3. Operation of the Account, etc.

The Account Holder operates the Account via the Internet Bank or Connected Services on the terms and conditions specified from time to time for the individual Connected Service or by submitting a Payment Order to a branch office of the Bank. In the event of any discrepancy between the provisions of the Agreement and an agreement regarding the Internet Bank or a Connected Service, the provisions of the agreement regarding the Connected Service shall take precedence with respect to the circumstances relating to the Connected Service (with the exception of the terms and conditions governing termination in this Agreement which have precedence over agreements governing Connected Services).

The Bank executes Payment Transactions received by the Bank via the Internet Bank or Connected Services by causing sums paid in or transferred by giro transfer to be booked on Bank Days on the account with the Bank stated in the Payment Order or, where payment is not to be made to such an account, to be transferred to the payee stated in the Unique Identifier.
The Bank may debit the Account in the amount ordered or approved by the Account Holder. The Bank may also debit the Account for fees and costs related to the Account. The Bank may also debit the Account for sums corresponding to fees, costs and disbursements for services performed on behalf of the Account Holder and for payment of other due and payable claims which the Bank has against the Account Holder.

Where the Bank is entitled to debit the Account in accordance with the provisions in the preceding paragraph, such may also take place on a day which is not a Bank Day.

The Account Holder undertakes not to use the Account, Connected Services, or funds on the Account in violation of Sanctions Provisions or applicable legislation, and not to place the Bank in a situation, through the use of the Account, Connected Services, or funds on the Account, where the Bank may violate Sanctions Provisions or applicable legislation. Where a Payment Transaction entails a transfer of funds to or from a counterparty covered by Sanctions Provisions, such a Payment Transaction may be stopped and the amount returned and/or frozen.

4. Direct Debit (autogiro)

Where the Account Holder uses the Account for Payment Transactions via Bankgirot's Direct Debit, the Bank is not obligated to verify the authorization for, or notify the Account Holder in advance of, requested Payment Transactions. Where coverage is lacking for payment on the due date, at the request of the Payee, the Bank may make additional withdrawal attempts over the course of the next Bank Days. The Bank shall be entitled to discontinue the Account’s connection to Bankgirot’s Direct Debit following two (2) months’ notice of termination. In the event the Account Holder materially fails to perform its obligations towards the Bank, the Bank shall be entitled to discontinue the connection to Bankgirot’s Direct Debit with immediate effect.

5. Coverage on the Account, etc.

The Account Holder shall ensure there is sufficient coverage on the Account for all transactions executed on the Account.

In the event of any shortfall on the Account beyond the available balance and any agreed credit, the Account Holder shall immediately cover the shortfall. Such shortfall shall also give rise to separate interest and charges in accordance with the principles applied by the Bank from time to time. The Bank shall be entitled to cover shortfalls in a particular currency in whole or in part through transfer from another currency where there is a positive balance. The Bank may choose whether the overdraft amount after the due date shall remain in the currency, be covered by another currency or, even where there are not sufficient funds, be converted to SEK. Conversion shall take place according to the terms and conditions which the Bank applies from time to time.

6. Third-Party Providers

Payment services in the form of Payment Initiation Services and Account Information Services may also be used regarding the Account where available online for the Account Holder via the Bank. These services can be provided by parties other than the Bank. Where the Account Holder wishes to use such a Third-Party Provider, the Account Holder must enter into an agreement with the Third-Party Provider regarding this.

Where the Account Holder uses Account Information Services via the Bank, the Bank is not liable for ensuring that information received from another bank is correct. The Bank is not liable for any loss which arises as a consequence of incorrect account information received from another bank.

Account Information Services or Payment Initiation Services may only be linked to accounts over which the Account Holder has sole control. In order to link Account Information Services to an account, or to carry out a payment initiation via an account which is controlled jointly by two or more persons acting together, the approval of all account holders is required.

In the event the Account Holder wishes to revoke consent which the Account Holder has provided to a provider of Account Information Services, the Account Holder must contact the provider.

7. Approval of a Payment Transaction, Cut Off Times, receipt of a Payment Order, and revocation

Approval of the execution of a payment transaction is submitted directly to the Bank via the payee or the provider of Payment Initiation Services.

A Payment Transaction shall be regarded as approved where the Account Holder has provided their consent to its execution. Such approval shall be given or deemed to have been given according to the agreement between the Account Holder and the Bank for the Connected Service. Where the Bank has received a Payment Order, the Account Holder shall be deemed thereby to have consented to the execution of the Payment Transaction(s) in question, provided the Bank has been able to verify the consent with the Account Holder’s Security Solution.

The time of receipt of a Payment Order is the time at which a correct order has been received by the Bank. A Payment Order must be received by the Bank not later than the specified Cut Off Time in order for it to be possible to begin execution of the Payment Transaction on the same Bank Day. Where the time of receipt is not on a Bank Day or is after an applicable Cut Off Time, the Payment Order shall be deemed to have been received on the following Bank Day. Information regarding established Cut Off Times is available at the Bank’s branches, websites, or set forth in the Connected Service. The aforementioned times are subject to change.

Once the Bank has received the Payment Order, the Account Holder shall not be entitled to revoke either the Payment Order or the approval of the Payment Transaction. However, the Account Holder may revoke a Payment Order relating to a payment made via Direct Debit (autogiro) by contacting the Bank not later than the time prior to the due date, as stated by the Bank. Payments via Bankgirot’s Direct Debit may also be revoked by means of the Account Holder contacting the payee not later than two (2) Bank Days prior to the due date. Where the Account Holder wishes to stop all future payments to a payee, the Account Holder must revoke the consent in its entirety.

A Payment Order which the Bank has refused to execute according to section 9, is deemed to have never been received by the Bank.

8. Time of execution of payment

Where, pursuant to section 7 above, the Bank is deemed to have received a Payment Order on a specific Bank Day, the payment will be received by the payee’s bank not later than:

- the same Bank Day, for a Payment Transaction in SEK or EUR between accounts at the Bank, the provision of the transaction does not involve currency conversion of the transferred amount;
- the next Bank Day, for a Payment Transaction in SEK to an account at another bank in Sweden (including Bankgiro), for a Payment Transaction in EUR to an account in a bank in the EU/EEA, and for a Payment Transaction in EUR to an account in a bank in the EU/EEA which is preceded by currency conversion, provided that such conversion is made in Sweden from SEK and the transfer is made in EUR;
- within four (4) Bank Days, for a Payment Transaction to an account at a bank within the EU/EEA in SEK or in an EEA currency other than EUR.

Payment Transactions initiated on paper may be subject to a delay of one (1) Bank Day beyond the periods stated above. Information regarding execution times for other payments are provided by the Bank at the Account Holder’s request.

Information regarding approximate execution times for payments in currencies other than those set forth above, or for payments to recipients outside of the EU/EEA, or for express payments, are provided by the Bank upon request by the Customer.
9. Verification measures, the Bank’s right to refuse access to accounts, etc.
The Bank shall be entitled to postpone the processing of a Payment Order where, in the opinion of the Bank, there is cause to take special measures to identify the Account Holder, verify their authority, or verify the services.

The Bank shall be entitled to refuse to process a Payment Order which the Bank considers incorrect, incomplete, or which contravenes legislation, a decision of a public authority or the provisions and terms and conditions for the Bank’s services. The Bank shall notify the Account Holder as soon as possible in the event the Bank finds cause to refuse to execute a Payment Order. The Account Holder shall receive such notice by post via file transfer, via a Connected Service, or in the Internet bank. Such notice will not be given by the Bank, however, for payment transactions such as Direct Debit (Autogiro), recurring transfers, and payment transactions initiated by the payee.

The Bank verifies Payment Transactions against Sanctions Provisions which the Bank is obligated or entitled to apply from time to time by law, a decision of a public authority, or for other reasons. The Bank shall be entitled at all times to postpone or refuse the execution of a Payment Order where, in the opinion of the Bank, verification against Sanctions Provisions gives cause to do so.

Where the Bank is of the opinion that a Payment Transaction initiated via a Third Party Provider and received by the Bank should not be executed, the Account Holder will be notified of such via a Connected Service or the Internet Bank.

Where the Bank is of the opinion that a Third Party Provider must be refused access to the Account Holder’s information or account with the Bank, the Account Holder shall be notified of such via a Connected Service or the Internet Bank, unless doing so is in contravention of the law or where it is justified for security reasons not to do so.

10. The Bank’s responsibility to execute payments

Payment made from the Bank
The Account Holder is responsible for ensuring that there is sufficient coverage for Payment Orders submitted and that the information provided in the Payment Order is sufficient and correct. The Bank is responsible in such cases for ensuring that sums and information are transferred to the payee’s bank. Where the conditions set forth in the first sentence have been fulfilled and the sum has not yet been transferred to the payee’s bank or the Payment Transaction has otherwise been executed incorrectly and the Account Holder has filed a complaint according to the section entitled “Complaints”, the Bank shall make repayment of the sum in an appropriate manner and without unnecessary delay or reinstate the balance on the debited account to the balance which would have applied had the incorrectly executed transaction not taken place.

Where the Bank can prove that the recipient bank received the transaction, the recipient bank shall be liable in the event the transaction is not executed or is executed incorrectly. Notwithstanding such liability, in the event the payee’s bank returns the sum, the Bank shall be liable to ensure that the sum is immediately repaid to the Account Holder.

Irrespective of whether the Bank is liable according to the provisions set forth above, at the request of the Account Holder, the Bank shall attempt as soon as possible to trace the payment transaction and notify the Account Holder of the results. The aforementioned service shall be free of charge to the Account Holder. Where a payment transaction is executed with the aid of a Unique Identifier, the payment transaction is deemed to have been correctly executed with respect to the payee stated in the Unique Identifier. The aforementioned shall apply notwithstanding that the Account Holder provided additional information beyond the Unique Identifier.

The Bank shall not be liable in the event the Unique Identifier provided by the Account Holder is incorrect. This Bank has no obligation to investigate whether the Unique Identifier is correct. However, at the request of the Account Holder, the Bank shall take reasonable measures to recoup any funds covered by the payment transaction. The Bank shall be entitled to charge a fee for the aforementioned services.

Paragraphs 1 – 3 above shall not apply where a payment service provider in a payment transaction is domiciled outside of the EEA.

Payment made to the Bank
The Bank shall credit the Account Holder’s payment account as soon as possible after the Bank has received the funds. Before a transfer is credited to the Account Holder, any fees set forth in agreements and the Bank’s price list shall be deducted. In the event the payor’s bank can prove that the Bank received the payment transaction, the Bank shall liable for ensuring that the payment transaction is executed correctly. In such cases, provided the Account Holder has filed a complaint according to the section entitled “Complaints”, the Bank shall immediately make the funds covered by the payment transaction available to the Account Holder or credit the Account Holder’s account by a corresponding amount. The Bank shall be entitled to withdraw funds incorrectly deposited on the Account Holder’s account, for example in cases where the funds were credited to an incorrect payee according to the payment order or where funds were deposited on the account in excess of the correct amount.

Payments received are credited to the Account Holder’s account in currency of the Payment Transaction notwithstanding that another one of the Account Holder’s accounts with the Bank was stated in the payment order. Where the Account Holder does not have an account in the currency of the Payment Transaction, currency exchange will take place pursuant to the terms and conditions and prices applied by the Bank from time to time.

Payment initiated by, or via, the payee
If the payee’s bank is not liable to the payee, the Bank shall be liable to the account holder for ensuring that the payment transaction is executed correctly. In such cases, provided the Account Holder has filed a complaint according to the section entitled “Complaints”, the Bank shall immediately make repayment to the Account Holder of the amount of the payment transaction or reinstate the balance on the debited account to the balance which would have applied had the incorrectly executed transaction not taken place.

The Account Holder’s right to compensation
The Amount Holder shall be entitled to compensation for fees and interest incurred as a consequence of a Payment Transaction not being executed or being executed incorrectly provided this was not caused by the Account Holder.

11. Repayment of Payment Transactions initiated by the payee
The Account Holder is entitled to repayment from the Bank of an already approved and executed Payment Transaction initiated by, or via, a payee where:

1. the exact amount of the Payment Transaction was not stated in conjunction with approval of the transaction; and
2. the amount of the Payment Transaction exceeds the amount which the Account Holder reasonably could have anticipated taking into consideration previous fee patterns, the terms and conditions of the master agreement, and relevant circumstances.
The Account Holder shall demonstrate that the conditions for repayment have been fulfilled. The right to repayment shall not exist where the Account Holder provided consent to the Bank and received information regarding the future Payment Transaction at least four weeks prior to the final payment date. There is no right to repayment where the difference in the amount is a consequence of currency exchange rates and the reference exchange rate the parties previously agreed on was used.

The terms and conditions for repayment as set forth in the first paragraph, subsections 1 and 2, shall not apply where the Payment Transaction was executed with a service based on SEPA Direct Debit, or where one of the payment service providers in a payment transaction is domiciled outside of the EEA. The request for repayment of an approved Payment Transaction must be made within eight weeks of the day on which the account was debited the funds. The Bank shall make repayment of the entire amount within ten Bank Days from receipt of the request or state reasons for refusing repayment including information regarding where the Account Holder can refer the matter.

12. Currency conversion
For payments within or outside the country which involve conversion of currency, and in conjunction with transfers of funds between currencies included in the Account, the Bank applies the terms and conditions applicable from time to time for conversion of currency.

13. Information, documentation, etc. which must be provided to the Bank
The Account Holder shall ensure that the Bank has relevant information at all times regarding the name, address and teletax number of the Account Holder as well as any relevant authorization documents (certificate of registration, power of attorney, etc.) regarding the right to represent the Account Holder and use the Account. Where the Account Holder is a non-profit organization, the Bank may assume that the aforementioned authority remains unchanged until further notice. In their dealings with the Bank, such Account Holders may not rely on such changes until the Bank has been notified according to the second paragraph below.

Information regarding changes must be submitted to the Bank in writing. The relevant authorization documents and an ID document approved by the Bank must be presented in conjunction with cash withdrawals from the Account.

The Account Holder is obligated to immediately notify the Bank, and at the request of the Bank, send notice by letter or otherwise as instructed by the Bank:
(a) regarding any change of name or address or other changes in information regarding the Account;
(b) regarding events or circumstances which might entail that a Payment Transaction or other use of the Account or funds on the Account becomes unlawful;
(c) where the Account Holder becomes aware of improper or unauthorized use of the Account or funds on the Account;
(d) where the Account Holder learns, or has cause to suspect, that a Payment Transaction or other use of the Account or funds on the Account contravenes Sanctions Provisions.

In addition, the Account Holder is obligated to provide information which the Bank requests in order to be able to perform its legal obligations, for example information for “know your customer” purposes, such as documentation which confirms the identity of representatives and information regarding use of the Account, and the source and ultimate recipient of funds on the Account. Where such information is requested, it shall be sent by letter or otherwise as instructed by the Bank. The Account Holder is also obligated to continuously inform the Bank of any significant changes in the information previously provided for “know your customer” purposes, for example changes in ownership or the purpose or use of the Account and funds on the Account. The Account Holder shall ensure that the Bank, following a reasonable request, receives information which the Account Holder has obtained for “know your customer” purposes. Such information shall be provided as instructed by the Bank.

14. Reporting
Reporting of Payment Transactions is made regularly through the reporting of executed and received payments electronically in the manner, and with the frequency, set forth in the Internet Bank, terms and conditions or other reporting service which the Customer has with the Bank.

Upon the Account Holder’s express request and in exchange for a fee, information regarding Payment Transactions can be obtained through written account statements.

If the Account is operated in several currencies, balances and transactions are reported on the Account separately for each currency included in the Account.

The Account Holder shall regularly review the Bank’s reporting of balances and transactions on the Account and, without unreasonable delay, notify the Bank of any errors.

The Account Holder shall always notify the Bank as set forth above in the event an unauthorized or incorrect transaction has been initiated through a Third Party Provider.

15. Interest
15.1 General provisions
Where interest is payable, it is calculated based on the interest rates and principles applied by the Bank from time to time for Plusgiro Accounts for Enterprises. Interest is normally credited to the Account at the end of the year. Information regarding applicable interest rates, and calculation principles, is available at the Bank’s branch offices and on the Bank’s web site. Interest is calculated according to the following rules.

Interest is calculated, day by day, based on the closing interest-qualifying balance. A daily interest-qualifying balance is calculated on the Account as follows:
- deposits affect the interest-qualifying balance on the next Bank Day;
- withdrawals affect the interest-qualifying balance on the same Bank Day.

15.2 Interest calculations for balances in SEK
Where interest on balances in SEK is determined using a percentage in relation to any of the Bank’s base interest rates, currently NSS (Nordea Sweden Stibor Base) and BAS (Nordea Base Interest Rate), interest is calculated based upon the actual number of days. This means 365 days per year. NSS and BAS are calculated according to the formula 365/360 (366/360 for leap years). If the interest rate is not determined in relation to the Bank’s base interest rates, interest is calculated based upon the actual number of days according to the formula 365/365 (366/366 for leap years).

NSSi denotes the Bank’s base interest rate, Nordea Sweden Stibor Base, for bank balances. The base interest rate, which is based on the deposit market’s fixing on Tuesdays (or, where such day is not a Bank Day, the immediately preceding Bank Day) of 1 W Stibor minus the “market spread”, is adjusted continuously on a weekly basis based upon changes in market interest rates. In the event of material changes in 1 W Stibor during the course of a week, the Bank shall also be entitled to make a corresponding change in the interest rate on another day. As used above, Stibor means the rate of interest on the Swedish interbank market for borrowing in SEK for the stated term for each interest period which is stated from time to time on Reuters’ SIOR screen (or any other screen in Reuters’ information system or another similar information system which replaces or corresponds to the SIOR screen) (Stibor fixing) prior to the commencement of each interest period.

BAS denotes the Bank’s base interest rate, Nordea Base Interest Rate, for bank balances and lending. The base interest rate is established by the Bank every Bank Day and constitutes the Bank’s assessment of the price of spot funds on the overnight loans market.
15.3 Interest calculation for currencies other than SEK
In conjunction with the calculation of interest on balances in a currency other than SEK, the interest is calculated based upon the actual number of days, for certain currencies according to the formula 365/360 and for others according to the formula 365/365, and for leap years 366/360 and 366/366. The interest is based on the overnight rate in the foreign currency and based on the interest which the Bank receives from time to time on the deposits market. The interest is adjusted on a continuous basis based on changes in the market interest rate.

15.4 Other changes in the interest rate
In the event the above-stated interest rates are not offered or published in the aforementioned manner for a particular interest period, or where such rate of interest as a consequence of uncertainties on the money market is obviously not representative of the Swedish or European interbank market, the Bank shall be entitled to adjust the rate of interest so that it instead corresponds to the rate of interest which first class banks generally offer on the Swedish or European interbank market for deposits in SEK or EUR of an amount corresponding to the respective balance for the interest period in question.

16. Fees
Both fixed fees as well as transaction-dependent fees shall be payable in accordance with the Price List applied by the Bank from time to time. The current Price List is available at the Bank’s branches and on the Bank’s website.

In the event the Account is closed at the request of the Account Holder during a period of time for which the Account Holder has paid fees, the Account Holder shall not be entitled to a refund of any portion of the fee for such period.

Fees are normally stated in SEK and debited the Account in SEK or payable on invoice issued in SEK.

Specific provisions regarding foreign payments
For payment transactions executed within the EU/EEA, which means that both the payor’s bank and the payee’s bank are located within the EU/EEA, the payor and the payee shall pay the fees which their respective banks charge in conjunction with a payment. The aforementioned shall apply regardless of which currency the payment transaction is affected in.

For payment transactions where the payee’s bank is located outside of the EU/EEA, where the Account Holder wishes for the payee not to be debited for receipt of the transaction amount, the Account Holder shall instead instruct the Bank to undertake vis-à-vis the payee’s bank to bear such costs in exchange for the bank not charging any fee of the payee. Where the Account Holder instructs the Bank to make such an undertaking, a separate fee is charged for this.

In the event the amount which the Bank ultimately must pay to the payee’s bank as a consequence of the undertaking exceeds the separate fee which the Account Holder has paid, the Account Holder, at the request of the Bank, shall compensate the Bank for what the Bank actually paid less the separate fee. In the event the Account Holder can demonstrate that, despite the Bank’s separate undertaking, the payee’s bank charged a separate fee of the payee for receipt of the transaction amount, the Account Holder shall be entitled upon request to a refund of the separate fee which the Account Holder paid for the Bank’s undertaking.

17. Claims
In the event the Account Holder wishes to bring a claim against the Bank, the Account Holder shall notify the Bank in writing without unreasonable delay from the time the Account Holder became aware of an erroneously executed or unauthorised Payment Transaction and shall request rectification (complaint). However, the aforementioned notice may never be given later than three (3) months after the Account was debited by the amount. In the event the Account Holder fails to complain within the prescribed time, the Account Holder may not rely on the error in any claim against the Bank.

The Account Holder shall always notify the Bank according to the above in the event an unauthorized or incorrect transaction was initiated through a Third Party Provider.

18. Limitation of the Bank's liability
The Bank shall not be liable for loss due to Swedish or foreign legislation, measures taken by Swedish or foreign public authorities, acts of war, strikes, blockades, boycotts, lockouts, or any other similar circumstance. The reservation with respect to strikes, blockades, boycotts, and lockouts shall apply notwithstanding that the Bank is itself the object of, or takes, such measures.

The Bank shall also not be liable for loss caused by interruption or other disruption in automatic data processing, data transfer, telecommunications, or other electronic communications or electricity supply or other circumstances beyond the control of the Bank.

Loss which has arisen in other cases shall not be compensated by the Bank where the Bank has exercised normal care. The Bank shall not be liable in any case for indirect loss, for example lost profits, lost markets or other indirect losses of any kind.

As regards the execution of that portion of a Payment Transaction executed within the EEA, in lieu of the preceding provisions of this section, the Bank shall not be liable in cases of unusual or unforeseeable circumstances over which the Bank, or the party engaged by the Bank to execute a Payment Transaction, has no control and the consequences of which would have been impossible for the Bank, or the party engaged by the Bank, to overcome, despite all efforts to the contrary. Moreover, no liability pursuant to this section shall attach according to this paragraph for the execution of a Payment Transaction where the Bank or the party engaged by the Bank acts in accordance with Swedish law or EU law.

The Bank shall not be liable in any case for indirect loss, for example lost profits, lost markets, or other indirect loss of any nature whatsoever.

Where the Bank is prevented from executing payment or taking another measure due to a circumstance referred to in, or covered by, this section, the measure may be postponed until the impediment has ceased. In the event of postponed payment, if interest is payable, the Bank shall pay interest based on the interest rate which applied on the due date. Where interest is not payable, the Bank shall not be obliged to pay interest at an interest rate which is higher than the rate equivalent to the applicable reference interest rate established by Sweden’s Riksbank from time to time pursuant to section 9 of the Swedish Interest Act (1975:635).

Where the Bank is prevented from accepting payment due to a circumstance set forth in this section, the Bank shall be entitled to interest for the period of the impediment only as per the terms and conditions applicable on the due date.

19. Complaints
Where the Account Holder is dissatisfied with the Bank’s handling of a matter under the Agreement, the Account Holder should, in the first instance, contact their local Bank branch, or the Customer Services Centre or, if the Account Holder has a personal advisor at the Bank, the personal advisor. Where the Account Holder wishes to file a grievance, this should be done in writing unless the nature of the matter dictates otherwise.
20. Notices, etc.
Information and notices provided by the Bank to the Account Holder pursuant to the Agreement may be provided in accordance with the provisions of this section set forth below. Letters which the Bank sends to the Account Holder shall be deemed to have reached the Account Holder not later than the fifth calendar day after the date of dispatch, provided the letter has been sent to the address stated to the Bank or which is otherwise known to the Bank.

For Account Holders who have Internet Bank, other Internet banking or Internet services, the Bank may provide information and notices via such channels. The Account Holder shall always be deemed to have received the information and the notice which the Bank provides in this matter at the time it is made available by the Bank.

Notice of any changes in terms and conditions which is provided via an electronic communications service such as the Internet Bank, or other Internet bank service, or Internet service, shall be deemed to have been received by the Account Holder as soon as it has been made available and the Bank has notified the Account Holder of this by letter or electronic notice such as text message, email, or other electronic notification.

The Account Holder shall immediately notify the Bank of any change of name, address or telephone number. In the event the Account Holder wishes to use an address different than the address set forth in the National Population Register, notice of such must be provided to the Bank in writing.

21. Amendments
The Bank shall be entitled to unilaterally amend the Agreement following 14 days’ notice which, among other things, entails that the Bank is entitled to change the scope and content of services related to the Account. An Account Holder who does not approve of such change may terminate the Agreement with immediate effect prior to the date on which the change enters into force. In the absence of such notice of termination, the Account Holder shall be deemed to have approved the change.

Notice of any changes in terms and conditions which is provided via an electronic communications service such as the Internet Bank, Connected Service, Internet bank service, or other Internet service, shall be deemed to have been received by the Account Holder as soon as it has been made available and the Bank has notified the Account Holder of this by letter or electronic notice such as text message, email, or other electronic notification.

Changes which, in the opinion of the Bank, are insignificant or to the advantage of the Account Holder may be applied with immediate effect.

22. Account register
The Bank maintains an account register containing information concerning the Account Holder’s name, address and account number and, where applicable, company registration number. Upon request, the Bank may disclose information from the register. The Account Holder may request in writing of the Bank that it be deleted from the register. The register is also available on the Internet. Personal data from the register is only published on the Internet with the consent of the Account Holder.

23. Term of the Agreement and termination of the Agreement
The Agreement shall enter into force when the Account Holder has received notice from the Bank that the Account has been opened or, where the Account has been opened at the initiative of the Account Holder via a Connected Service, when such account opening has taken place. The Agreement shall thereafter remain in force until further notice and can be terminated after a reasonable notice period.

Closure or termination of the Account entails that the Agreement thereby ceases to apply.

The Account Holder shall be entitled to close the Account at any time by giving written notice of termination to the Bank. The Bank shall close the Account as soon as possible after receipt of notice of termination. Any funds and accrued interest on the Account shall be paid to the Account Holder.

The Bank shall be entitled to close any Account which has not had any transaction during the past 36 months. Notice shall be given to the Account Holder before the Account is closed.

The Bank shall be entitled to discontinue use of the Account and/or terminate the Account effective at a time determined by the Bank in the event:
- The Account Holder does not reply to the Bank’s questions or otherwise fails to assist the Bank in regularly achieving know your customer knowledge;
- the Bank is unable to fulfill its obligations according to money laundering regulations or other applicable legislation;
- the Account Holder has committed a material breach of contract, failed to comply with these general terms and conditions, or separate terms and conditions, or other instructions or agreements applicable to the Account;
- the Bank suspects that the Account will be used for criminal activities or otherwise used in violation of applicable legislation or Sanctions Provisions or that the use of the Account contributes to the Bank violating, or that it might violate, applicable legislation or Sanctions Provisions;
- the Bank has cause to assume that the Account Holder has otherwise acted, or will act, in a manner which may cause damage to the Bank or a third party; or
- the Account Holder, a person acting on behalf of the Account Holder, an owner or owner group, directly or indirectly, becomes subject to Sanctions Provisions.

The right to use a Connected Service shall terminate automatically where the Bank, according to the preceding paragraph, discontinues use of the Account or the Account is closed.

For Account Holders that are non-profit associations, religious communities, or foundations, the Bank shall also be entitled to discontinue use of the Account in the event of any dispute regarding who is entitled to represent the Account Holder. In such cases, the Account may not be used until the dispute has been resolved through a final and binding judgment, arbitration award, or settlement entered into between the parties or at such time as the Bank, on grounds deemed sufficient by the Bank, is able to determine with certainty who represents the Account Holder.

24. Applicable law and disputes
This Agreement shall be governed by Swedish law.
Any dispute regarding the execution, interpretation or application of the Agreement and any legal relationships arising thereunder shall be determined by a Swedish court of law with the Stockholm District Court as the court of first instance. However, the Bank shall be entitled to bring legal action in another country where the Customer is domiciled or where the Customer has assets.
GENERAL INFORMATION

Information regarding processing of personal data
As a controller of personal data, the Bank processes personal data in order to provide the products and services agreed upon by the parties and for other purposes, for example in order to comply with legislation and other rules. For detailed information regarding the processing of personal data, please read the Bank’s data protection policy which is available at the following link: www.nordea.se/dataskyddspolicy or contact the Bank. The data protection policy contains information regarding the rights of the data subject in conjunction with the processing of personal data, such as the right to information, correction, and data portability, etc.

The Account Holder shall forward the Bank’s data protection policy to data subjects whose personal data is transferred to, and processed by, the Bank.

Information regarding National Deposit Guarantee
This account and deposits made to it is covered by the Finnish deposit guarantee scheme. Each customer is entitled to repayment up to an aggregate amount of 100,000 euro or, if the counter value of 100,000 euro is less than 950,000 kronor, 950,000 kronor. The Swedish National Debt Office pays the compensation within seven days from the date when the bank was declared bankrupt or the relevant deposit guarantee scheme authority decided that the guarantee should enter into force. In addition, a customer may be entitled to further compensation for special life events, such as the sale of private property, dismissal, inheritance, insurance compensation, up to an amount corresponding to 5 million kronor.

The following depositors are not eligible for compensation under the guarantee: banks, credit market companies, investment firms, insurance undertakings, re-insurance undertakings, mutual benefit or aid societies, financial institutions according to the Swedish Banking and Financing Business Act (SFS 2004:297), investment funds and alternative investment funds, pension and retirement funds, pension and retirement foundations, and county councils, municipalities and government authorities.