

**APPLICABLE WHEN FELLOW BANK PLC IS ESTABLISHED, I.E. FROM THE IMPLEMENTATION OF THE DEMERGER AND MERGER BETWEEN EVLI BANK PLC AND FELLOW FINANCE PLC. THE SCHEDULED DATE OF IMPLEMENTATION OF THE CORPORATE ARRANGEMENT IS 2.4.202****TERMS AND CONDITIONS OF DIGITAL SERVICES****Scope of application**

These terms and conditions apply to dealings undertaken in all of Fellow Bank Oyj's digital services.

In accordance with the services selected by the customer, product and service specific terms and conditions, terms and conditions of use, product and service descriptions as well as instructions in force at a given time shall apply in addition to these terms and conditions. The list of service charges shall also apply. Additionally, for consumers' accounts and payment services related thereto, the advance payment service information shall apply.

The customer must regularly check the product and service specific terms and conditions, descriptions and instructions and the customer shall be responsible for having sufficient information on the valid terms and conditions as well as the product and service descriptions and instructions.

If these terms and conditions in some respect conflict the product and service specific terms and conditions, these terms and conditions shall prevail. However, in the case of consumers, the advance information on payment services shall prevail in the event of conflict.

All services in accordance with these terms and conditions are intended for customers who permanently reside in Finland and use the service in the Finnish market.

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

**1. Definitions**

**Customer** refers to a customer of the bank who is a consumer, an entrepreneur or a legal entity and enters into an agreement with the bank for digital services.

**Digital services** refer to all electronic transaction channels intended for the bank's customers, such as the bank's website, online service, applications approved by the bank, telephone service and online conferencing.

**Identification information** refers to the identification factors defined by the bank at a given time, such as the customer's password, username and/or other identifiers specific to the customer which the bank, in whole or in part, provides to the customer in connection with the services selected by the customer.

**Bank** refers to Fellow Bank Oyj.

**Online service** refers to the digital online service provided by the bank on its website.

**2. Implementation of digital services**

The prerequisite for the implementation of digital services is

that the customer has made an agreement with the bank in relation to an account. Whilst concluding an account agreement, the customer shall make an agreement with the bank on digital services by binding themselves to comply with these terms and conditions of digital services.

A legally incompetent customer may use digital services only with the consent of his/her guardian.

**3. Content of service**

The bank shall determine the content of the digital services in

the product and service specific description of each service as well as the instructions. The bank has the right to make amendments to the range of services offered as well as to the functioning of the services and to the content of the services.

Different services may differ in content and functionality.

**3.1 Applications and contracts**

By use of digital services, the customer can, among other things, enter into agreements and applications with the bank, such as account agreements.

Such an agreement is entered into once the bank has approved the application, unless otherwise notified. The approval of an application will be notified to the customer in a manner agreed separately.

**3.2 Accounts and account information**

The bank determines the accounts and the related functions and services which can be connected to digital services. The customer and the bank shall agree which accounts are to be connected upon the conclusion of the agreement. Accounts can be connected to, and removed from, the digital services subsequently.

The bank may provide the customer with account information in relation to the accounts connected to the digital services via the digital service.

**3.3 Payment orders**

The customer can give the bank payment orders via digital services. The bank executes payment orders initiated via digital services by debiting the amount of the payment from the customer's account and crediting it to the account specified by the customer. The bank can set both maximum and minimum limits for payment orders.

Payments shall be transmitted in accordance with the general terms and conditions of payment intermediation.

**4. Identifying Information and the responsibility for its use****4.1 Identifiers provided by the bank**

The bank shall deliver the agreements and identification information related to the services selected by the customer to

the customer. The bank may renew the identification information or a part thereof by providing the customer with new identification information.

The identification information or part thereof may be sent to the customer via electronic means, unless otherwise agreed. The customer must immediately notify the bank if the customer's address, e-mail address, or mobile phone number changes.

If a customer, who is a company or a corporation, has notified the bank of its contact person, the bank will send the corporate customers' identification information or a part thereof to the contact person via electronic means, unless otherwise agreed. The bank, if it so wishes, may also send the identification information or a part thereof by post to the address of either the customer or its contact person obtained from public registers kept by authorities or from other reliable sources.

The corporate customer is responsible for ensuring that the identification information required for digital services is used by a contact person designated on behalf of such corporate customer. The bank has the right to trust that the person using the identifiers will always have the right to use the digital services and the accounts and other services connected to them in all respects, even where the bank has not been specifically notified. A certified copy of the contact person's identification card must be submitted to the bank.

Written notice must be provided to the bank of a change in the contact person.

#### **4.2 Use of identification information and digital services**

The identification information may only be used by a customer who has entered into an agreement on digital services and to whom the bank has provided the identification information.

In order to use the digital services, the customer is identified by providing identification information when logging in to the service. Subsequent to having logged in to the service, the customer shall not make the opened connection available for the use of another party. The aforementioned does not limit the customer's right to use licensed payment initiation services or registered account information services which conform to the Payment Services Act.

The use of identification information in digital services as required is equivalent to that of the customer's signature. All orders, commitments and other expressions of intent made by use of the customer's identification information are binding upon the customer or that whom the customer represents after the identification information has been provided to the bank in the manner required by the digital service.

#### **4.3 Consumer customer's responsibility for the unauthorised use of identification information**

Where the customer is a consumer, the customer shall be responsible for all orders submitted with his or her identification information and for any related funds flow.

The customer agrees to store his or her identification information carefully and to regularly verify the whereabouts of the identification information. The customer must ensure that the identification information does not fall into knowledge or hands of third parties. The customer agrees to store the user

ID, password and confirmation codes as well as identification data consisting of other means of identification approved by the bank separately.

The loss of identification information or a third party's knowledge or possession thereof must, without delay, be notified to the bank's customer service whose contact details are available on the bank's website.

The customer shall be liable for any damages caused by the disclosure of the information to a third party, if the customer has stored his or her identification information carelessly or if the customer has in some other manner clearly contributed to the disclosure of the information to a third party at least in one of the following ways:

- 1) The customer has handed the identification information over to an unauthorised person;
- 2) The loss, unauthorised possession or unauthorised use of the identification information is due to the customer's negligence; or
- 3) The customer has failed to notify the bank without undue delay of the loss, unauthorised possession or unauthorised use of the identification information.

In principle, the customer shall be held fully liable for any damage caused by the unauthorised use of the identification information. However, in cases referred to in items 2 and 3 above, if the customer has used the identification information as a means of payment, the customer shall be held liable for unauthorised use of up to a maximum of EUR 50. The customer shall nevertheless be fully liable for damages if he or she has acted intentionally or with gross negligence.

The customer shall not, unless he has intentionally made a false report or otherwise acted fraudulently, be liable for any damage after the bank has received notice regarding loss of information, unlawful possession of another person or unlawful use. Additionally, the bank shall be held liable for any damage where the bank has failed to ensure that the customer has had the opportunity to report the loss or unauthorised use or misuse of the identification information at any time. The bank is not obliged to notify the customer of the cancellation or change of access rights.

#### **4.4 Liability of non-consumer customers for unauthorised use of identification information**

The corporate customer shall be held fully liable for all actions and damages resulting from the use of the identification information until the bank has received a notification of the loss of the identification information, a third party's unauthorised knowledge of or access to the identification information, and the bank has had a reasonable time to block the use of the service.

However, the corporate customer shall also be liable for all damages to the extent that the identification information has been used after having notified the bank or the blocking service of the loss of the identification information, unauthorised access to or unauthorised use of the identification information, if the corporate customer has intentionally provided false notification or otherwise acted fraudulently.

The corporate customer agrees that a person using the corporate customer's identification information will always

have the right to access the accounts connected to the said customer's digital service and other digital services, even where this has not been notified to the bank separately.

#### **4.5 Other identifiers accepted by the bank**

The bank may accept the identification of a customer carried out by means of other identification information than those issued by the bank in its digital services, insofar as the identification is carried out by use of such identifiers which, according to the bank's perspective, enable the customer to be identified reliably.

The bank shall provide information on its digital services about the identifiers which, in accordance with this section of these terms and conditions, it approves to access the digital services. The bank may restrict both the conclusion of certain agreements related to digital services and the use of the service by means of the identifiers referred to in this section. The bank shall be entitled to charge a fee in accordance with the list of service charges in force at a given time for where the customer uses the digital services by means of the identifiers referred to in this section.

The customer shall be responsible for the validity of the identifiers provided by another identification service provider or for the possible inability to access the digital services caused by preventing the use of or expiry of such identifiers. The bank shall not be held liable for the availability of digital services to the extent that their use is restricted or prevented by disturbances in the service of another identification service provider.

The provisions of the previous section on the liability for the unauthorised use of identifiers also concerns the identifiers in this section 5.5, where applicable. However, if a situation arises in which the customer's identifiers accepted by the bank have been lost, the customer shall notify the party that delivered the said identifiers to the customer, in compliance with the terms and conditions of the agreement concerning said identifiers. The bank is entitled to trust such transactions executed by the use of said identifiers until the party which provided the identifiers has blocked their use.

#### **5. Availability of services**

The bank does not guarantee that the digital services will be available for the customer to use without interruption. The bank may restrict the availability time of digital services by providing notice of this in the service. The bank shall strive to provide notice well in advance. The digital services may have particular times of availability which take precedence. Notice of particular times of availability shall be provided in the digital services.

Orders made in digital services must be made within the time limits of the services. Unless otherwise agreed, the bank's responsibility to process an order shall begin no sooner than when it has been received or approved in the bank's information system. The bank shall reserve a reasonable processing time for executing services. The bank does not guarantee that orders are processed in real time.

The access and response times of digital services systems may vary when logging in or sending information over the Internet. The bank will undertake its best endeavours to ensure the functionality of the digital services, including the

online service and the website, but will not be liable for any data transmission problems or connection delays, interruptions, or obstacles, or for any damage that may ensue from the aforementioned.

#### **6. Service fees**

The bank shall collect the fees and charges from the customer's account connected to the service for the use of digital services in accordance with its list of service charges in force at a given time, as well as other fees and charges notified to the customer. The list of service charges shall be available on the bank's website.

#### **7. Hardware, software and telecommunications links**

The customer shall provide at his or her sole expense all hardware, software, telephone lines and other relevant telecommunications links required for the use of digital services and shall also bear all related operating and maintenance expenses. The customer shall be responsible for the operation of his or her hardware and software, as well as for the functioning of the telecommunications links and telecommunications services between the customer and the bank. Both the customer and the bank shall ensure that data security is appropriately addressed in their respective information systems. The customer is responsible for the security of its own computers and other devices and the up-to-dateness of software updates.

The bank does not guarantee that it will maintain its service systems so that they can be accessed with the customer's hardware, software, or telecommunications links. The bank shall not be responsible for the content of materials published through its digital services, for the accuracy of information, or for any possible errors or delays occurring therein. The bank shall forward all information to its customers in the form in which it was received, even if it is incomplete or contains errors. The customer alone shall be responsible for ensuring that all electronic orders and notices sent to the bank are received.

The bank shall not be liable for any damage caused to the customer by the loss of or alteration of information in the public information network or in the information network owned, controlled or used by the customer under the agreement.

#### **8. Information to be provided to the bank and the customer's responsibility for the information provided**

The customer must notify the bank of, for instance, his or her name, personal identity number or business ID, postal address, telephone number and registered office and, where required by the bank, provide a specimen signature. The customer must notify of any changes to the above information. The bank also has the right to obtain the information from the Digital and Population Data Services Agency.

If the aforementioned information has already been provided to the bank in another context, the bank may use the information entered in its customer register.

The time of concluding an assignment, agreement, application or other expression of intent and the content thereof, in addition to any other interactions related to the service, are verified from the information systems and/or records

maintained by the bank.

The customer shall be responsible for the accuracy of the information he or she has provided and liable for any damage that may be caused by the customer providing the bank or any other related service provider with incorrect or defective information, unless otherwise stated in these terms and conditions or by law. Orders are executed and applications are processed on the basis of the information provided.

Orders submitted to the bank through a payment initiation service, account information service or other service provider will be executed as received once the bank has received them. The bank is not obliged to check or supplement the information provided.

## 9. Customer and business information

The bank processes and stores electronic information on applications, agreements and assignments made by the customer through digital services, as well as messages sent by the customer and other business interactions.

The bank has the right to record conversations with the customer which relate to its operations and to use call and video recordings to verify the order, develop services, manage risk and as evidence in resolving any disputes. The data and recordings shall be stored in accordance with the retention periods and other provisions specified by law in force at the time.

## 10. Processing of personal data

The bank processes the customer's personal data with due care and in accordance with the legislation in force at a given time. The processing of personal data is described in greater detail in the privacy statement available from either the bank or its website. The customer is advised to familiarise themselves with the privacy statement.

The customer expressly consents to the bank having the right to process the customer's personal data which are necessary for the provision of payment services.

## 11. Communication between the bank and the customer

The bank has the right to notify any changes to the terms and conditions of the agreement and to the list of service charges and to deliver the customer bulletin by making them available to the customer in the digital service and / or by sending them to the e-mail address provided by the customer.

In circumstances specified by the bank, the bank may receive the customer's messages via the message channel in the digital services. The bank's customer service will process the messages within a reasonable time after the message arrives and within the current opening hours of the customer service. In urgent cases, the customer is advised to contact the bank's customer service via telephone.

Notices concerning the security of the use of digital services and identification information are provided by the bank on its website or in another digital service approved by the bank, such as the online service.

The confidentiality of e-mails sent over an open data network cannot be guaranteed. The sending of personal data and other confidential information via e-mail on an open data network

should be avoided. The bank is not obliged to execute orders or other service requests received via e-mail through an open data network. The bank shall not be liable for any damage that may be caused to the sender of the message or a third party due to the fact that the message was sent over an open data network.

### 11.1 Date of receipt

The customer shall be deemed to have received the information or notification no later than the seventh day subsequent to which it has been made available or sent. The bank shall be deemed to have received the electronic message no later than on the next banking day upon receipt of the notification in the bank's information system.

### 11.2 Language

The bank may use Finnish language with the customer. If the customer wishes to use another language, consent of the bank is required, and the customer shall be responsible for obtaining the interpretation service and any costs which ensue thereof.

## 12. Bank's right to block the use of identification information or service

### 12.1 Bank's right to block the use of identification information

The bank has the right to block or restrict the use of identification information if:

- 1) the security of the use of the identification information has been endangered;
- 2) there is reason to suspect that the identification information is being used unlawfully or fraudulently;
- 3) the identification information entitles to the use of credit and the risk that the customer responsible for paying the credit will not be able to meet its payment obligations has increased significantly; or
- 4) the customer is subject to international sanctions.

Examples of situations which may prevent or restrict the use of identification information include:

- the identifiers have, or are suspected to have, fallen into the wrong hands,
- the customer is applying for a debt restructuring, corporate reorganisation or bankruptcy,
- the customer dies, is assigned a legal guardian or the legal guardian changes.

The bank shall notify the customer of the closing of identification information primarily by telephone to the number provided by the customer to the bank. Alternatively, the bank shall notify the customer of the closure in writing.

The customer can request that the access to the identification information be restored by contacting the bank.

When there are no longer grounds for preventing or restricting the use of the identification information, the bank may restore access or replace the identification information with new identification information.

## 12.2 Bank's right to block the use of digital services

The bank has the right to suspend or restrict the use of digital services for maintenance and repair measures. The bank does not guarantee that the services will be available without interruption and will not be liable for any damages caused by interruptions.

The bank has the right to suspend or restrict the provision of services, e.g. in the following situations:

- The bank is of the opinion that the equipment, programmes or telecommunication connections used by the customer or the way in which the customer is using them endanger the security or operation of the service.
- The bank takes measures to protect customers and users from security or information security threats.

For the above reasons, the bank has the right to immediately block the use of the digital services or to require authentication or confirmation of transactions with a specified means of identification. The bank is not obliged to notify the customer if the use of digital services is blocked or an individual order is not executed due to the aforementioned reason.

## 13. Remarks

Remarks or requests to the bank regarding the service, application, contract or orders shall be made in writing or electronically via the online service without delay and no later than 60 calendar days after the customer discovered or should have discovered the reason for the comment or request.

## 14. Limitations on bank's liability

The bank is obliged to compensate the customer only for the direct damage caused by the bank's own error or omission. The bank shall not be liable for any indirect damage caused to the customer, unless the damage was caused intentionally or through gross negligence.

However, in the event of having breached the obligations set out in the Payment Services Act or agreed upon in these terms and conditions, the bank shall be held liable for indirect damages caused to a consumer customer due to negligence. The bank shall not, however, be liable for indirect damages resulting from an error or omission in the execution of a payment order. If the customer is a company or a corporation, the bank is not liable for any indirect damages. The bank may not invoke the aforementioned limitations on its liability if the bank has caused the damage intentionally or through gross negligence.

The customer must take reasonable steps to limit his or her damage. If the customer fails to do so, he or she will be liable for the damage in this respect. Compensation for damages payable by the bank pursuant to any law or agreement may be adjusted if the compensation is to be seen as unreasonable, taking into account the cause of the breach, the customer's possible contribution to the damage, the amount of consideration paid for the payment service, the bank's ability to anticipate and prevent the damage and other circumstances.

The bank shall not be held responsible for the products and services of other service providers or for the obligations of

other service providers. The links provided on the bank's website to other service providers' webpages are for further information purposes. The bank is not responsible for any material or information produced or published by a third party to which the bank's website contains a link.

A contracting party shall not be entitled to compensation due to the termination of this agreement or the termination of any service covered by this agreement, unless otherwise agreed or provided by law.

## 15. Intellectual property rights

Ownership rights, copyrights, trademarks and other intellectual property rights of the digital services belong to the bank, unless otherwise stated.

The customer may, however, store and print the material contained in the digital services only for the personal use of the customer and his or her family members. No part of this site may be reproduced, stored, transmitted, modified, linked to websites, or exploited commercially, in any form or by any means, without the prior written consent of the bank or other right holder.

## 16. Right of withdrawal

A right of withdrawal may apply to agreements made by a consumer customer in digital services. The right of withdrawal shall be specified in the product-specific information or in the product terms and conditions. If no right of withdrawal and/or its use is mentioned in the product-specific information or the terms and conditions, the following terms shall be applied.

A consumer customer shall have the right to withdraw from an agreement made in distance selling by notifying it to the bank within fourteen (14) days of concluding the agreement. The notice of withdrawal can be made in writing to the bank's customer service. The notice must specify both the customer's personal information and the agreement to be cancelled.

If the customer cancels the agreement, the bank shall have the right to charge the actual costs and fees of services executed as specified in the list of service charges in force at a given time.

When withdrawing from an agreement, the customer must return to the bank the payments received from the bank based on the agreement no later than thirty (30) days after submitting the notice of withdrawal or else the withdrawal becomes null and void.

The right of withdrawal shall not apply to dealings conducted by means of distance communication when such dealings concern an existing agreement or if the agreement is fully completed at the customer's express request before the expiry of the withdrawal period. Nor shall the right of withdrawal apply in making amendments to an agreement.

## 17. Amendments

The service provider has the right to amend the range of services, the operation and content of the services. The bank shall also have the right to amend the content of its websites or halt from publishing the sites either temporarily or permanently.

The service provider shall notify about amendments to the agreement, these terms and conditions or the list of service charges in accordance with section 12.

The change shall take effect from the date specified by the bank, but no earlier than two (2) months after the notice is made available or sent to the customer, and if the customer is a corporation or a company, no earlier than one (1) month after having made the notice available or sent.

The agreement shall remain in force together with the amended content unless the customer notifies the bank in writing or separately in an agreed manner of its objection by the notified effective date of the amendments. Prior to the notified effective date of amendments, the customer shall have the right to terminate the agreement immediately. If the customer objects the amendments, both the customer and the bank have the right to terminate the agreement in accordance with Section 19 of these terms and conditions.

### **18. Entry into force, duration and termination of the agreement**

The agreement on digital services enters into force upon the conclusion of the account agreement and shall remain in force until further notice, unless otherwise agreed.

The bank shall reserve a delivery time for the implementation of the services. The customer may terminate the agreement in writing immediately without notice. The bank will set aside a reasonable time to terminate the service. The bank has the right to end the agreement two (2) months after having provided notice of termination, and if the customer is a corporation or a company, one (1) month after providing notice of termination.

The bank has the right to terminate the agreement immediately if the customer has materially breached its obligations under the agreement.

The customer shall be responsible for the orders made through the service even after the termination of the agreement. The bank has the right to complete the orders unless they are cancelled separately in accordance with the terms and conditions of each service.

The termination and cancellation of individual services provided by the bank, such as accounts, are subject to the general and specific terms and conditions applicable to such services.

### **19. Force majeure**

Neither contracting party shall be liable for any loss or damage if it can demonstrate that the fulfilment of an obligation pertaining to it was prevented for an unusual and unforeseeable reason over which it had no control and the consequences of which it could not have avoided even with all due care and attention. The bank shall not be liable for any loss or damage if fulfilment of the obligations under these terms and conditions would have been contrary to the bank's obligations set out elsewhere in the law.

Each contracting party is required to notify the other as soon as possible of any such force majeure circumstances. The bank may place a force majeure notice on its website, national newspapers or in a comparable electronic media.

### **20. Transferring the agreement**

The bank has the right to transfer the agreement in whole or in part with all its rights and obligations thereunder to a third party without notifying the customer. The rights and obligations arising from the agreement between the customer and the bank apply to the recipient of the business if the bank merges, splits or transfers its business in whole or in part.

The customer is not entitled to transfer his or her rights and obligations under the agreement.

### **21. Customer advice and out-of-court redress procedures**

In matters concerning this agreement and its terms and conditions, the customer must first contact the bank.

If a dispute concerning the account agreement, its special terms and conditions, or these general terms and conditions of corporate accounts cannot be resolved by way of negotiations between the parties, a customer regarded as a small enterprise may refer the dispute concerning the account agreement, its special terms and conditions, and these general terms and conditions of corporate accounts to the Finnish Financial Ombudsman Bureau (FINE, [www.fine.fi](http://www.fine.fi)) or to the banking Committee operating in connection thereof.

Before referring a matter to the Consumer Disputes Board, the consumer shall contact the Consumer Advisory Services ([www.kuluttajaneuvonta.fi](http://www.kuluttajaneuvonta.fi)).

### **22. Supervisory authorities**

The bank's operations are supervised by the Financial Supervisory Authority ([www.finanssivalvonta.fi](http://www.finanssivalvonta.fi)) and in consumer related matters also by the Consumer Ombudsman ([www.kkv.fi](http://www.kkv.fi)).

The contact information of the Financial Supervisory Authority is as follows:

Financial Supervisory Authority  
Snellmaninkatu 6  
PL 103  
00101 Helsinki  
tel. 09 183 51

The contact information of the Consumer Ombudsman is as follows:

Finnish Competition and Consumer Authority  
PL 5  
00531 Helsinki  
tel. 029 505 3000

### **23. Applicable law and jurisdiction**

These terms and conditions shall be governed by the laws of Finland. Disputes between the parties arising from these terms and conditions, shall be settled in the District Court of Helsinki.

However, account holders that are deemed to be consumers have the right to bring a dispute before the District Court of the Finnish municipality in whose jurisdiction the account holder has a domicile or permanent residence. If the account holder does not have a domicile or permanent residence in

Finland, disputes shall be settled in the District Court of Helsinki.