

## 1. GENERAL INFORMATION

These terms and conditions govern your relationship with the bank which is specified in the agreement to which these terms and conditions apply.

You are always entitled, upon request, to receive these terms and conditions on paper or in another durable form, for example, as a computer file. In such case, please contact the bank.

The bank is authorised to conduct banking operations and is subject to supervision by Finansinspektionen (the Swedish Financial Supervisory Authority).

## 2. DEFINITIONS

**Authentication:** A way for the bank to verify your identity or the validity of a payment instrument which includes your Personal Authorisation Functions.

**Personal Authorisation Function:** Personal Authorisation Function means personally adapted functions which are provided or accepted by the bank for authentication purposes, such as a personal code, security token, mobile BankID, or a biometric information reader, such as a fingerprint reader and facial or iris scanner, etc.

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

**Unique Identification Code:** A combination of letters, digits or symbols provided by the bank or other payment service provider which you must provide in order to unambiguously identify another payment service user or their payment account.

## 3. GENERALLY REGARDING THE TELEPHONE SERVICE

You can use our telephone service to reach most of the bank's services by telephone. There are two primary services: self-service and personal service. With self-service, you can personally execute transactions and take other measures. With personal service, you can instruct the bank to execute transactions and take other measures. You approve of the bank, on your behalf, signing documents and taking measures which the bank deems appropriate in order to carry out the instruction.

The range of services which you can use through our telephone service may change over time. The bank may increase, modify, or restrict the services and the technical prerequisites for using the services. The bank shall also be entitled to limit or fully suspend access to the telephone service due to maintenance work, operational disruptions or when the bank deems it necessary for security reasons.

In order to be able to log in and use the telephone service, you must also have a Personal Authorisation Function approved by the bank. The provisions regarding a Personal Authorisation Function in these terms and conditions and in the bank's terms and conditions for a Personal Authorisation Function shall apply to all use of the telephone service, notwithstanding that the Personal Authorisation Function which is used is issued by a party other than the bank.

When you initiate or authorise a transaction via the telephone service, your Personal Authorisation Function constitutes a so-called payment instrument according to the Swedish Payment Services Act, which means that, in addition to these terms and conditions, the bank's terms and conditions for the account you are using for the transaction also apply. In addition, the terms and conditions for the services and accounts that you can use through the private telephone service and the bank's terms and conditions for the Personal Authorisation Function you use shall always apply. In the event the various terms and conditions contain inconsistent provisions, the provisions of the terms and conditions for the specific services/accounts shall take precedence, followed by the provisions of the bank's terms and conditions for the Personal Authorisation Function and the terms and conditions for the account you are using for the transaction and, finally, the provisions of these terms and conditions for Telephone Service - Private.

You can receive more information and instructions regarding our telephone service, as well as which services you can use on the bank's website or Swedbank's website or by telephoning us. You must comply with the instructions on the website and in the Telephone Service - Private.

## 4. PROVISIONS REGARDING PERSONAL AUTHORISATION FUNCTION AND TRANSACTIONS

### 4.1 General provisions

The bank is entitled to assume that when the user's identity is confirmed with the Personal Authorisation Function, the person using the telephone

service is the authorised person. You may no longer use the telephone service where your access to the Personal Authorisation Function is blocked or where the agreement for the Personal Authorisation Function expires. Irrespective of whether the Personal Authorisation Function is issued by the bank or another party, the provisions of this section 4 shall apply in respect of the bank.

### 4.2 Your obligation to protect the Personal Authorisation Function and codes

You must do everything possible to protect your Personal Authorisation Function and your codes from being used by anyone other than you. You must also protect your Mobile Device/other equipment with a Personal Authorisation Function so that no other person can use your Personal Authorisation Function. The Personal Authorisation Function and/or codes may only be used by you personally and may not be given to or used by anyone else - this is the case irrespective of whether doing so entails a greater risk that your Personal Authorisation Function and/or your codes may be used without authorisation.

A Personal Authorisation Function, Mobile Device and any notations relating to codes must be stored and managed in a secure manner so that no one can steal or use your Personal Authorisation Function and/or read any notations relating to codes. Any Personal Authorisation Function, Mobile Device, or notations relating to codes may not be left in, for example, fitness centres, hotel rooms, vehicles, bags, jacket pockets or similar locations not in your sight. In locations where the risk of theft is significant, you must constantly keep your Personal Authorisation Function, Mobile Device, and any notations relating to codes in sight. This also applies to a workplace or home which is left unsupervised or unlocked or with an open window. In the event of a burglary of a workplace or home, you must immediately check whether your Personal Authorisation Function, Mobile Device, or notations regarding codes have been stolen.

You agree:

- to select codes that anyone else would find difficult to discern - thus a selected code may not, for example, have any connection to your personal identification number, card number, telephone number, or suchlike;
- if you need to make a notation or store a code, to do so in such a way that no one will understand that the notation relates to a code for a Personal Authorisation Function;
- not to disclose a code to anyone;
- not to make notation of a code on, or in the vicinity of, a telephone/Mobile Device/other equipment which is used for communication with the bank;
- to change the code immediately if you suspect that anyone else may have learned it; and
- to use available security facilities, for example the telephone's password.

### 4.3 Payment liability for unauthorised transactions

To prevent unauthorised transactions you are obligated:

- to protect any telephone, Personal Authorisation Function, and code in the manner set forth in section 4.2;
- when you have learned that any telephone, Personal Authorisation Function, or code has been lost, stolen, or used without authorisation, to block this with the bank (or other party that has issued a Personal Authorisation Function); and
- otherwise to comply with the terms and conditions for use of any telephone, Personal Authorisation Function, and code.

An unauthorised transaction is a transfer to, or a withdrawal from, your bank account made without your approval.

The following applies when an unauthorised transaction has been made using your Personal Authorisation Function and your code:

Where it was possible to execute an unauthorised transaction because your Personal Authorisation Function has been lost or used without authorisation, you are responsible for the amount subject to the legally imposed limitations, currently SEK 400 per claim. This shall not, however,

apply if you have complied with these terms and conditions but could not discover the loss or unauthorised use of your Personal Authorisation Function before the unauthorised transaction was executed.

Where it was possible to execute an unauthorised transaction due to a grossly negligent failure to comply with an obligation pursuant to sections a-c above, the account holder is liable for the entire amount subject to the legally imposed limitations, currently SEK 12,000 per claim.

If you have acted in a particularly blameworthy manner, you must bear the entire loss.

Where you have given notice that the Personal Authorisation Function must be blocked, you need not bear the loss where the unauthorised transaction was initiated after notice to block was given. However, this does not apply if you have acted fraudulently and contributed to the unauthorised transaction.

In the event you fail to contact the bank (make a claim as soon as possible after you have learned of the unauthorised transaction) you are liable for the entire amount. You are also responsible for the entire amount where the bank has provided information about the transaction or made the information available to you pursuant to section 14, "Notices" and you have not made a claim within 13 months after the amount was debited from the account.

When you are liable for unauthorised transactions, you are also obligated to pay amounts charged to the account because the account has been overdrawn or because credit limits have been exceeded.

This section 4.3 shall apply irrespective of how the transaction was approved pursuant to section 6, "Execution and revocation of payment orders, requests, and instructions".

#### **4.4 Claims in respect of transactions**

You must immediately read and examine the information regarding executed transactions that has been provided or made available to you pursuant to the terms and conditions of your account(s).

As soon as possible after the account holder learns of any incorrectly executed transactions, the account holder must notify the bank and request rectification (claim). At the bank's request, a copy of the police report must be appended. Where the bank has provided information about the transaction to the account holder and you do not notify the bank with a claim within 13 months after the amount has been debited from the account, the account holder has payment liability for the entire amount.

In conjunction with a claim, you are required to provide the information that the bank needs for its investigation. At the bank's request, a copy of the police report must be appended.

#### **4.5 Blocking the Personal Authorisation Function**

You must block the Personal Authorisation Function as soon as you discover that it or the code has been lost, or that it or the Personal Authorisation Function/code has been used without authorisation. Blocking can be done by calling 08-411 10 11 (from abroad +46 8 411 10 11) 24 hours a day. For more information about how to block the Personal Authorisation Function, please see the website. In the event the Personal Authorisation Function has been issued by a party other than the bank, you must block it in the manner stated by the issuer.

#### **5. INFORMATION FROM YOU, SUFFICIENT FUNDS ON ACCOUNT, ETC.**

You agree to always provide correct and complete information so that your payment orders, requests, and instructions can be executed in an agreed manner.

In addition to the separate terms and conditions for the relevant account/payment service, a payment order shall be subject to the following. You are responsible for ensuring that the funds on your designated account are sufficient at the time payment is to be drawn from your account. Remember that such time may occur before the amount must be received by the payee. You must also verify that the amount, payee's name, and other information is correct before you approve a payment.

Where the funds on your account are insufficient, you will be notified by telephone.

Where the bank cannot execute your payment order as a result of your failure, in any way, to comply with the provisions of this section 5, the

bank may decline to execute it without incurring liability for any loss incurred by you or the payee.

#### **6. EXECUTION AND REVOCATION OF PAYMENT ORDERS, REQUESTS, AND INSTRUCTIONS**

The bank shall be deemed to have received your order, request, or instruction when:

- a) using self-service (by entering the correct combination of digits and symbols or by using the Personal Authorisation Function), you have confirmed that you wish to execute the payment, request, or instruction; and
- b) a personal service advisor has received your payment order, or request, or your instruction.

Until such time, it is possible for you to revoke a payment order, request, or instruction.

#### **7. BINDING PAYMENT ORDERS, REQUESTS, AND INSTRUCTIONS**

After the point in time stated in section 6, the order, request, or instruction is binding on you vis-à-vis the bank, companies in the bank's corporate group, and companies in the Swedbank Group (for example, the Swedbank Robur Group and Swedbank Hypotek AB), irrespective of whether you have, e.g., violated the rules for managing the Personal Authorisation Function or whether another person has used your Personal Authorisation Function. However, this shall not apply where you and the bank have reached another agreement or where required by law, e.g. regarding payment services or unauthorised transactions.

#### **8. PRICES**

Please see the website, or contact the telephone service or the bank's branch offices regarding prices, if any, for the telephone service and the services you may use via the telephone service.

#### **9. LIMIT ON ACCESSIBILITY**

The telephone service's open hours are listed on the website or can be obtained by telephoning the bank. The bank may limit the accessibility of the telephone service and/or a specific service with immediate effect through, e.g., amount limits. If you exceed these limits, this may lead to the inability to execute a payment. Information regarding such limits is available or can be obtained by telephoning the telephone service. The bank shall also be entitled to limit or fully suspend use of the telephone service and/or a specific service due to maintenance measures, operational disruptions, or when the bank deems it necessary for security reasons.

#### **10. THE BANK'S RIGHT TO BLOCK ACCESS TO THE TELEPHONE SERVICE**

Unless otherwise required by any law, e.g. regarding payment services or unauthorised transactions, the bank shall be entitled to block access to the telephone service where the bank:

- a) has reason to believe that your Personal Authorisation Function/code is being used in a fraudulent, unsafe or unauthorised manner;
- b) has reason to believe that you are breaching, or will breach, these terms and conditions, the terms and conditions for the Personal Authorisation Function, or the instructions on the website;
- c) has grounds for terminating the agreement as per section 11; or
- d) has reason to believe that you are otherwise acting, or will act, in a manner that may cause loss to the bank or a third party.

You will be informed of any such blocking in the manner specified in section 14.1 (Notices from the bank), provided the bank is not prevented from doing so for security reasons or pursuant to any law, regulation, or public authority order. The bank shall lift the block as soon as the reason for the block no longer exists.

#### **11. TERM OF THE AGREEMENT AND TERMINATION**

Your agreement for Telephone Service - Private shall remain in force until further notice. You are entitled to terminate the agreement with immediate effect at any time. The bank is entitled to terminate the agreement subject to two months' notice of termination. The bank is entitled to request that notice of termination be given in writing. Unless otherwise required by law, e.g. regarding payment services or unauthorised transactions, the bank is also entitled to terminate the agreement with immediate effect if you fail to comply with these terms and conditions or fail to

meet other obligations to the bank (e.g., payment obligations), or in the event the bank has due cause to believe this will happen and the breach of contract may be deemed material. All breaches of instructions, or of the information on the website or which is provided in the telephone service, shall be deemed a material breach of contract.

In the event of your death, your Agreement for Telephone Service - Private, shall terminate. In the event you are placed in bankruptcy or if a guardian is appointed for you pursuant to Chapter 11, Section 7, of the Parental Code, you are no longer entitled to use the telephone service. The bank is then entitled to immediately block your access to the telephone service and terminate the agreement with immediate effect.

## 12. AMENDMENT OF TERMS AND CONDITIONS

The bank may amend these terms and conditions. The bank will give notice of amendments of the terms and conditions not later than two months before the amendments enter into force in the manner set forth in section 14.

The bank may cause an amendment of the terms and conditions to enter into force with immediate effect where necessary pursuant to any law, regulation, or public authority regulation, or other similar reason. The bank will inform you of any such amendment as soon as possible and in the manner appropriate under the circumstances.

If you do not accept an amendment of the terms and conditions, you are entitled to terminate the agreement to which these terms and conditions apply, with immediate effect, before the amendment is to enter into force. If you do not terminate the agreement within such time, you will be deemed to have approved the amendment.

## 13. LIMITATION OF LIABILITY

The bank shall not be liable for loss due to Swedish or foreign law, measures taken by Swedish or foreign public authorities, acts of war, strikes, blockades, boycotts, lockouts, or other similar circumstances. The reservation in the case of any strike, blockade, boycott and lockout also applies if the bank itself is the subject of or takes such industrial action.

Loss incurred in other cases shall not be compensated by the bank, if the bank has exercised ordinary care.

Where the bank cannot execute a payment, request, instruction, or measure due to such circumstance as stated in the first paragraph, the measure may be postponed until the bank has the possibility to execute it. The bank shall, at such time, pay agreed interest, if any, pursuant to the interest rate applicable on the date of payment. Where the interest rate has not been agreed, the bank shall not be obligated to pay interest at a rate higher than that corresponding to the reference interest rate established by the Swedish Riksbanken from time to time pursuant to §9 of the Swedish Interest Act, plus two percentage points.

The bank shall not be liable for loss resulting from the bank's inability to execute a payment, request, or measure due to an error or defect in computer equipment or communications equipment, software, or service agreement over which the bank has no control. Moreover, the bank shall not be liable for loss resulting from loss or corruption of information which is transferred in a network over which the bank has no control.

When the bank cooperates in executing payments and provides other payment services, the bank shall not be liable for loss resulting from unusual or unforeseeable circumstances over which the bank has no control and the consequences of which would have been impossible for the bank to avert despite all efforts. Moreover, the bank shall not be liable in such case when the bank acts in accordance with Swedish law or EU legislation.

The bank shall not, at any time, be liable for indirect loss, provided the bank has not exercised gross negligence.

## 14. NOTICES

### 14.1 Notices from the bank

The bank will deliver personal notices to you via the internet bank, the service portal, email, text message, push-notifications to your mobile device, letters posted to your registered residential address, or by other means as agreed between you and the bank. If you would like the bank to send letters to an address other than your registered residential address or if you would like to change your address, you must notify the bank.

In order to calculate a deadline, the bank is entitled to assume that you have received a notice sent by posted letter seven weekdays after the bank has sent it to your registered residential address or to the address

that you have notified to the bank. If you have acknowledged receipt of the letter prior thereto, such earlier date shall apply.

The bank is entitled to assume that you have received notice to your internet bank or the service portal, email, text message and push-notifications on the same day that it was made available to you.

The bank will communicate in Swedish, unless agreed otherwise.

In the event of unauthorised use or security risks, the bank may contact you in a manner other than as stated above where it is deemed appropriate in the individual case, for example by telephone or text message. The bank may, in such case, request information regarding whether you have executed a specific transaction. The bank will never request information regarding a personal code, CV2/CVV2 value, or suchlike.

### 14.2 Notices to the bank

You may give notice to the bank in respect of these terms and conditions via the internet bank, the service portal, the Telephone Service - Personal Service, by visiting the bank's branch offices, or by writing a letter. You may send notices to the bank by email only after you have reached an understanding to this effect with the addressee.

Where you send a registered letter or an ordinary letter to the bank, it must be sent to the address stated in the agreement to which these terms and conditions apply, or to the address instructed by the bank. Notice in a letter from you shall be deemed to have reached the bank on the banking day that the letter arrives at the aforementioned address. If the notice has not arrived, it will nevertheless be deemed to have reached the bank if you can prove that it was sent in an appropriate manner, and at such a time that it should have arrived.

## 15. COMPLAINTS AND DISPUTES

If you are dissatisfied with the bank, you must submit your complaint and any claim for compensation to the bank without delay after you have observed or, based on reasonable grounds, it can be deemed that you should have observed, the circumstance to which the complaint relates. A dispute between you and the bank arising from the circumstances governed by these terms and conditions shall be resolved by a Swedish court applying Swedish law, however without the application of Swedish choice of law rules. The bank may also commence legal proceedings in a court in another country where you are domiciled or have assets.

You may also contact the National Board for Consumer Disputes (Allmänna reklamationsnämnden) at [www.arn.se](http://www.arn.se) or at Allmänna reklamationsnämnden, Box 174, SE-101 23 Stockholm. Any report to the Board must be made in writing. Adjudication by the Board is subject to, among other things, certain value limits and deadlines. The bank undertakes to participate in the National Board for Consumer Disputes' processing of the dispute.

## INFORMATION IN CONJUNCTION WITH DISTANCE CONTRACTS

When you purchase the bank's products at a distance, i.e. via the Internet, telephone or by responding to a mailout or an advertisement, you are entitled to withdraw, free of charge, within 14 days from the day on which you reviewed the terms and conditions of the agreement.

Please contact the bank if you change your mind.

When the bank has received your notice, the agreement will cease to apply. The bank may, however, charge for transactions which you made and services which you used during the right of withdrawal period.

## EXEMPTIONS FROM THE RIGHT OF WITHDRAWAL

The right of withdrawal does not apply to distance contracts where the price of the financial product/service or the financial instrument is dependent on fluctuations in the financial market which cannot be controlled by the Bank and which may occur within the right of withdrawal period. Accordingly, many services relating to, among others, the following are excluded:

- foreign currency;
- money market instruments;
- listed securities;
- units in undertakings for collective investments (fund units);
- forward exchange agreements;
- interest rate forwards;
- interest rate, currency, and share swaps;
- put and call options relating to instruments stated above, including currency and interest rate options.

You are specifically reminded that the right of withdrawal does not apply to already executed orders to buy or sell financial instruments or which have already been submitted to the trading venue and which cannot be cancelled.

**INFORMATION REGARDING PROCESSING OF PERSONAL DATA**

For information about Swedbank's and the Savings Banks' processing of personal data, please see your bank's website or contact the customer centre or your branch.

**FINANCIAL INFORMATION**

Through the telephone service, you may obtain information about, e.g., exchange rates or stock market prices, or other information, such as financial analyses or analysis aids. You are hereby encouraged to also always base your financial decisions on other data.