

### 1. GENERAL INFORMATION

These terms and conditions govern your relationship with the Bank specified in the agreement to which these terms and conditions apply (referred to in these terms and conditions as the "Bank").

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. GENERALLY REGARDING BANKID

BankID is a personal, electronic identification which can be used for identification (log-in) to public agencies and businesses with online services and for signing contracts or other agreements. Using BankID, you can also initiate and authorise transactions (for example payments and transfers). BankID is thus a payment instrument. A BankID contains information regarding your name and personal identification number. Where the information about you in the BankID is incorrect or where your personal data has changed, you must block the BankID immediately and notify the Bank. When you use BankID on a mobile device (such as a mobile telephone, tablet, watch, bracelet, or similar equipment with access to the Internet or other network for telephone or data traffic) and the mobile device has an activated biometric function (e.g. fingerprint recognition or facial recognition), the BankID also uses your biometric data (e.g. a fingerprint). In order to use the BankID, you must input one or more codes.

When you sign electronically using BankID, this means that you want your signature to have the same effect as when you sign on paper, and thus you must read carefully what you are signing.

These terms and conditions apply only between you and the Bank, companies in the Bank's corporate group, and companies in the Swedbank Group (e.g. the Swedbank Robur Group and Swedbank Hypotek AB). In these terms and conditions, the phrase "transaction in the Bank" or suchlike means transactions, etc., with these companies. Agreements and other understandings between you and other businesses and public authorities which accept signature by BankID are governed by the agreement that you enter into with the relevant business or authority.

The Bank issues three different types of BankID: Mobile BankID, BankID on file, and BankID on a card. Mobile BankID is a certificate which is stored on your mobile device. BankID on file is an encrypted file which contains a certificate and is stored on your computer or other technical equipment. BankID on a card is a chip on a card, which contains a certificate. These terms and conditions apply to all types of BankID issued by the Bank. Unless otherwise stated, the definition "BankID" means all types of BankID which the Bank issues.

You may not tamper with a BankID or use the BankID in violation of any law or this agreement.

The Bank shall be entitled to limit or fully suspend use of the BankID due to maintenance measures, operational disruptions, or when the Bank deems it necessary for security reasons.

When you initiate or authorise a transaction using BankID, in addition to these terms and conditions, the terms and conditions for the method of payment used to execute the transaction (for example, the terms and conditions for Swish) and also the terms and conditions linked to the account you are using to execute the transaction also apply. Where the various terms and conditions contain inconsistent provisions, the provisions of these terms and conditions for BankID shall apply. You can find more information and instructions regarding the BankID on the Bank's website or the Swedbank Group's website. "Website" also includes the BankID app. You must comply with the instructions on the website.

### 3. TECHNICAL PREREQUISITES

The Bank develops the BankID on an ongoing basis and thus recommends that you use a mobile device/technical equipment with operating systems, internet browsers, antivirus software, firewalls, etc., which are updated on an ongoing basis. In addition, you are obligated to use other security arrangements available in the device. Where the technical prerequisites for using BankID are changed you must, at your own expense, modify or acquire the technical equipment, software, service agreement, etc., which may be necessary. In these terms and conditions, "technical equipment" means mobile devices, computers or other equipment which can be used together with BankID for communication with the Bank.

### 4. YOUR OBLIGATION TO PROTECT YOUR MOBILE DEVICE/TECHNICAL EQUIPMENT/CARD AND CODE, YOUR BANKID, AND PERSONAL AUTHORISATION FUNCTIONS

#### 4.1 Use of, and responsibility for, a mobile device, technical equipment, BankID on a card, and your BankID

You must exercise caution and protect your mobile device/technical equipment against unauthorised use, among other things by keeping the applicable security arrangements, for example the telephone's password function, on your mobile device/technical equipment activated and personally selecting a personal authorisation function, such as a personal code, which is difficult for any other person to discern.

If you possess a Mobile BankID and the mobile device has a biometric function (e.g. fingerprint recognition or facial recognition) for identification and/or signature and which replaces or supplements the code for BankID, the following applies: You may only activate the biometric function on a mobile device which is used exclusively by you personally. You may not allow another user to register their biometric data (e.g. fingerprint) on a mobile device where your biometric data is registered. Where the mobile device can, or will, be used by another person, you must immediately turn off the biometric function.

Your BankID is personal and you must monitor and control your BankID, i.e. the mobile device, technical equipment, or card with BankID (depending on the type of BankID you possess) on which your BankID is stored. You must take all reasonable measures to protect the BankID and any notations regarding codes or passwords for the device.

Your BankID is documentary proof of claims or rights and must be stored and managed in the same secure manner as cash and other documentary proofs of claims or rights. You must do everything you can in order to protect the unauthorized use of the BankID, for example so as to ensure that no one else obtains access to your accounts and services in the Bank.

In environments where the risk of theft is great, particular caution must be observed and you must be aware all times where your BankID is. You are responsible for how your BankID is used and you bear the risk of any unauthorized person having used your BankID.

You may only download a Mobile BankID to a mobile device which you personally own or have permanent use of, and control over. You may not download the BankID to an unprotected location, e.g. a computer to which persons other than you have access.

#### 4.2 Use of, and responsibility for, BankID

When you use your BankID, codes and other personal authorisation functions 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 BankID, your codes, and/or your personal authorisation functions will be used without authorisation. However, this does not prevent you from using third-party payment service providers.

You must protect the personal authorisation functions which are linked to your BankID. "Personal authorisation functions which are linked to your BankID" refers to all of the authorisation functions provided, or accepted, by the Bank for authentication purposes in conjunction with use of a BankID, e.g. personal code, fingerprint recognition, or facial recognition.

Where you have a personal code linked to your BankID, you must select a personal code that is difficult for anyone else to discern. Thus the 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, do so in such a way that no one will understand that the notation relates to a code for a BankID. You may not make a notation regarding a code on, or in the vicinity of, your card with BankID, or the mobile device or technical equipment on which your BankID is stored. You may not disclose the code to anyone and you must change the code immediately if you suspect that anyone else may have learned it.

### 5. BLOCKING BANKID

You must notify the Bank as soon as you discover any loss of a mobile device/technical equipment/BankID on a card, biometric function or code, or that the BankID/code or biometric function has been used without authorisation. You report the loss by telephoning +46 (0)8-411 10 11 or pursuant to instructions in your internet bank or on the website. In the event the BankID has been issued by a party other than the Bank, you must block the BankID in the manner stated by the issuer. After you have blocked your BankID, you may no longer use it. The block cannot be lifted, but you may apply for a new BankID. Any fees that you have paid for the BankID will not be refunded to you once it is blocked.

**6. PAYMENT LIABILITY FOR UNAUTHORISED TRANSACTIONS**

In order to render unauthorised transactions more difficult, you are obligated:

- a) to protect any mobile device/technical equipment/BankID on a card, BankID, and personal authorisation functions in the manner stated in section 4;
- b) to notify the Bank as soon as possible when you have learned that any mobile device/technical equipment/BankID on a card, or personal authorisation function, such as a personal code, has been lost, stolen, or used without authorisation; and
- c) otherwise to comply with these terms and conditions.

If unauthorised transactions have been executed due to the loss or unauthorised use of the BankID, you are liable for an amount not to exceed SEK 400 per claim.

If an unauthorised transaction was executed because, through gross negligence, you failed to comply with your obligations set forth in a), b) or c) of the first paragraph of this section, you are liable for a maximum of SEK 12,000 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 BankID before the unauthorised transaction was executed.

If you were particularly blameworthy, you are, however, liable for the full amount.

You are not liable for losses in respect of unauthorised transactions that were initiated after you blocked your BankID in the correct manner. You are also not liable if you submit a claim regarding an electronic transaction that did not take place in a secure manner (using so-called strong customer authentication). This does not apply if you have acted fraudulently and contributed to the unauthorised transaction.

**7. CLAIMS IN RESPECT OF TRANSACTIONS**

You must immediately read and examine the information regarding executed payment transactions that has been provided or made available to you. After you learn of any incorrectly executed, unapproved/unauthorised payment transactions, you must, without unnecessary delay, notify the Bank and request rectification, however never later than thirteen (13) months after the payment transaction was debited from the account. In the event of an unauthorised or belated claim, you may not argue against the Bank that the transaction was executed incorrectly or without authorisation. You are then liable for the full amount.

In the event of a claim regarding an unauthorised transaction, you must provide the Bank with a copy of the police report at the Bank's request.

You must always inform the Bank of an unauthorised or incorrectly executed transaction, even in those cases where the transaction has been initiated through your use of a third-party payment service provider pursuant to section 19.

**8. REFUND OF AN UNAUTHORISED TRANSACTION**

Where a payment transaction has been executed without your consent, you must give the Bank notice of a claim in accordance with section 7. Unless otherwise provided in section 6, the Bank shall refund the entire amount and restore the debited account to the balance it would have had if the unauthorised transaction had not taken place. The refund shall be made as soon as possible.

In cases where the Bank has refunded an amount to you and the Bank thereafter establishes that the transaction was not unauthorised or that you did not have a right to a refund of the entire amount, you are liable to reimburse the Bank. The Bank is then entitled to debit the relevant amount from your account.

**9. BINDING REQUESTS AND ORDERS**

Your approval, pursuant to the instructions on the website, is required for all payment orders, requests, and instructions, for example payments and signing agreements and other documents.

It is possible for you to revoke a payment order, a request, or an instruction until such time as is stated on the website. After that point in time, the order, request, or instruction is binding on you vis-a-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-

BankID or whether another person has used your BankID. However, this shall not apply where you and the Bank have reached another agreement (e.g. in section 6) or where

**10. THE BANK'S RIGHT TO BLOCK ACCESS TO THE BANKID**

Unless otherwise required by law, e.g. regarding payment services or unauthorised transactions, the Bank shall be entitled to block your access to the BankID where the Bank:

- a) has reason to believe that you are breaching, or will breach, these terms and conditions or the instructions on the website;
- b) has reason to believe that your BankID or your personal authorisation function or biometric data is being used in a fraudulent, unsafe or unauthorised manner;
- c) has reason to believe that any information in your BankID is incorrect;
- d) learns that your personal code has been disclosed;
- e) learns that you have lost the mobile device/technical equipment/card with BankID;
- f) learns that the information about you in the BankID is incorrect or that your personal data has changed;
- g) has grounds for terminating the agreement pursuant to section 14; or
- h) 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 such blocking in an appropriate manner.

Where the Bank's cooperation with other companies that issue BankID terminates in whole or in part, the Bank is entitled to block your access to BankID following notice to you. Following notice to you, the Bank is also entitled to block your access to the BankID where any law, public authority regulation, decision, general guidelines, or suchlike lead to the Bank being unable to perform the agreement without making unreasonable sacrifices.

**11. DISCLOSURE OF INFORMATION**

The Bank, other companies that issue BankID, and their subcontractors, may furnish each other with information (e.g. information about you and identifications made) which are necessary to enable them to safeguard their right, for example in order to be able to administer claims.

The Bank submits information regarding any blocked/active BankID (such as data regarding personal identification number, the reason for blocking, the date of blocking, issuing bank, and certificate number) to a catalogue which is available in order to enable other BankID issuers to determine whether a BankID is blocked or active.

When you use your BankID, your name, personal ID number, and card or certificate number is registered with the Bank or other party where you use your BankID as well as information regarding which bank issued the card or the electronic certificate. This means that when you use BankID with a party other than the Bank, this party obtains knowledge of which bank issued the BankID, information which is otherwise confidential.

**12. PRICES**

Prices, if any, for a BankID, are available on the website, from the telephone bank, or at the Bank's branch offices.

**13. OWNERSHIP AND COPYRIGHT**

Cards, software, and other copyright-protected information provided by the Bank is the property of the Bank or its subcontractors. You may not, therefore, license the use of, sell or otherwise dispose of cards, software or other copyright-protected information.

**14. TERM OF THE AGREEMENT, TERMINATION ETC.**

Your BankID Agreement shall remain in force until further notice. You are Your BankID Agreement shall remain in force until further notice. You are entitled to terminate the agreement with immediate effect at any time. The BankID has a limited validity period and when the validity period terminates, the BankID Agreement terminates automatically and you can apply for a new BankID.

The Bank is entitled to terminate the agreement subject to two months' notice of termination. Unless otherwise required by law, e.g. regarding payment services or unauthorised transactions, the Bank shall also be entitled to terminate the agreement with immediate effect where:

- a) 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 the information on the website shall be deemed a material breach of contract; or

b) The Bank has blocked your access to the BankID pursuant to section 5.

In the event of your death, your BankID Agreement 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 BankID. The Bank is then entitled to immediately block your access to the BankID and terminate the agreement with immediate effect.

#### 15. 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 17.

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.

#### 16. 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 for reasons other than those stated in the first paragraph shall not be compensated by the Bank, if the Bank has exercised ordinary care. The Bank shall not, at any time, be liable for indirect loss, provided the Bank has not exercised gross negligence.

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 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. In such case, the Bank shall not be liable when the Bank acts in accordance with Swedish law or EU legislation.

You are liable to the Bank and third parties for losses caused by your error or omission or any criminal acts. 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.

#### 17. NOTICES

##### 17.1 Notices from the bank

The Bank provides personal notices to you via the Internet Bank, the mobile bank, the service portal or other electronic communications such as push notices, email and text messages. The Bank will only use email addresses and telephone numbers which you have provided to the Bank and it is therefore important that you keep this information updated and notify the Bank in the manner set forth in section 17.2 in the event this information changes.

The Bank may also notify you via push notices, email and text messages

of the fact that new notices, for example information regarding updates to terms and conditions, are available on the Internet Bank, mobile bank or service portal.

In order for you to be able to receive push notices, you must activate the service in your mobile device and in the mobile bank.

The Bank also provides personal notices to you by letter sent to your registered residential address or in another manner agreed upon 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 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/mobile bank on the same day that it was made available to you.

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. The Bank may, in such case, ask you for information regarding whether you have used your BankID in a specific situation. The Bank will never request information regarding personal codes or suchlike.

The Bank will communicate in Swedish, unless agreed otherwise.

##### 17.2 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 e-mail 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.

#### 18. COMPLAINTS AND DISPUTES

If you are dissatisfied with the Bank, you must submit your complaint and any claims for compensation to the Bank without delay after you have observed, or should have observed (based on reasonable grounds), the circumstance to which the complaint relates.

The above paragraph does not apply when you make claims to recover payments. In such case, you should submit your claim in accordance with section 7.

If you wish to make a claim regarding something other than a defect in a BankID, for example a defect in any goods or service for which you have paid using BankID, you must make such claim to the seller, i.e. not to the Bank.

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 filed with the National Board for Consumer Disputes must be in writing. Adjudication by the National Board for Consumer Disputes 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.

Where you have entered an agreement with the Bank via the internet

bank or the mobile bank and a dispute has arisen that you and the Bank cannot resolve, you are entitled to use the EU's online dispute resolution platform, [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr). Even if you use the online platform to file your dispute/claim with the Bank, the matter will be referred to the National Board for Consumer Disputes for a decision. More information regarding online dispute resolution is available at [www.konsumenteuropa.se](http://www.konsumenteuropa.se).

#### **19. THIRD-PARTY PAYMENT SERVICE PROVIDERS**

Where you have entered into a separate agreement with a third-party payment service provider, you may execute transactions and view information about balances and transactions with a provider other than the Bank. In order for this to be possible, the third-party payment service provider must be authorised or registered by a competent supervisory authority in the EU/EEA where the third-party payment service provider operates. A third-party payment service provider may provide either payment initiation services or account information services or both. Note that when you use a third-party service provider, the Bank will provide information about, e.g. your payment accounts and transactions to the payment service provider. The Bank has no control over, or liability for, the way in which the third-party payment service provider uses the information.

Your use of a third-party payment service provider does not affect your rights and obligations, and those of the Bank, towards each other pursuant to these terms and conditions. This applies, among other things, to your obligations in connection with any claim regarding an unauthorised or incorrect transaction or a transaction that has not been executed. This also applies to the Bank's right to refuse to execute a payment transaction if it is not possible to execute it or if executing it would be deemed unlawful.

If the Bank determines that a third-party payment service provider must be denied access to information about your accounts with the Bank, you will be notified via your internet bank and/or mobile bank, unless doing so would be inconsistent with any law or if not doing so is justified for security reasons.

Your rights and obligations and those of the third-party payment service provider towards each other shall be governed by an agreement between you. Provisions relating to the third-party payment service provider's liability when disclosing information and initiating payment transactions are also set forth in the Swedish Payment Services Act.

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#### **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.

#### **INFORMATION REGARDING PROCESSING OF PERSONAL DATA**

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