

# Handelsbanken

## TERMS OF INTERNETBANK USE

Valid from December 01, 2018

### 1. DEFINITIONS

<b>Agreement</b>	Internetbank agreement concluded between the Bank and the Customer.
<b>Authentication</b>	a procedure which allows the Bank to verify the identity of the Customer/ User or the validity of the use of the Payment instrument, including the use of the Personalised security credentials.
<b>Authorization</b>	giving a Transaction to the execution by approving/signing it with the Payment instrument means.
<b>BankID</b>	a personal electronic identification document issued by the Bank which the User uses to identify himself and sign documents electronically online.
<b>BankID Security Application</b>	(BISP) an application required for the User to download, use and manage electronic identification, including to use the Internetbank (Card reader with cable). It must be installed on the computer.
<b>Card reader</b>	an electronic device issued by the Bank to which the Log-on card shall be inserted in order to generate a unique one-time password. The Card reader is protected - the device requires a six digit PIN code before code generation.
<b>Internetbank</b>	a current account remote management system, which is available via the Internet. Internetbank may be accessed by opening the Web page.
<b>Log-on card</b>	an authorisation tool issued by the Bank in form of a plastic card with a chip where certificate (BankID) is stored and that generates one-time codes to log on to the Internetbank and for authorising Transactions. Shall be used with the Card reader only.
<b>Log-on card Order</b>	application signed by the User when ordering the Log-on card.
<b>Payment instrument</b>	any personalized device and/or set of procedures agreed between the Bank and the Customer and used by the Customer/ User in order to initiate the Transaction and/or accept the Payment order (for instance, Log-on card, Card reader).
<b>Payments limit</b>	a limited amount for a single payment, per day and/or per month indicated in the Appendix "Users" to the Agreement for each User, to the extent of which the User can execute Payments via Internetbank.
<b>Personalised security credentials</b>	personalised features provided by the Bank to the Customer/ User for the purposes of Authentication (Log-on card, PIN code).
<b>PIN code</b>	a six digit code that is used to access the Internetbank and to authorize Transactions. This is a part of the Payment instrument.
<b>Signature rights</b>	the scope of rights assigned to the User together with User's profile, which determine particular actions the User is allowed to execute in Internetbank.
<b>Transaction</b>	any transaction (incl. Payment) performed by the User via the Internetbank and that is authorized in accordance with Authorization procedure.
<b>User</b>	a private person indicated in the Appendix "Users" to the Agreement, who has access to Internetbank and who has the right to execute Transactions in accordance with the assigned User's profile.
<b>User's profile</b>	a profile for Internetbank use which allows the User to execute actions in accordance of options of each profile.

Another definitions used in these Terms of Internetbank Use but not defined therein are to be used as they are defined in the General Terms and Conditions, Terms of Settlements, Price List and relevant Service Agreements.

### 2. GENERAL TERMS

2.1. These Terms of Internetbank Use are binding to the User from the moment when he/she has signed the Log-on Card Order. Notwithstanding to the above mentioned, the Customer shall be responsible for all Transactions made by the User in the Internetbank.

2.2. These Terms of Internetbank Use regulate legal relations between the Customer/ User and the Bank, which are related with the use of the Internetbank and the conditions and process of the Transactions execution. Other legal relations between the Bank and the Customer/ User related to the Transactions execution, which are not regulated in these Terms of Internetbank use are regulated in accordance with the General Terms and Conditions, Terms of Settlements, Price List and relevant Service Agreement.

2.3. The Bank may at any time unilaterally amend these Terms of Internetbank Use in accordance with the procedure stated in the General Terms and Conditions.

2.4. With regard to the Payments executed in the Internetbank (including the Payments commencement and execution, providing information about executed Payment, rights and obligations of the Bank and the Customer, etc.), the Terms of Settlements shall apply. The User can make acquainted to the Terms of Settlements on the Web page.

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## 3. CONNECTION TO INTERNETBANK

3.1. When the Customer is signed Agreement and Appendix "Users" (which shall be deemed as the Customer's authorization to each User stated in the Appendix to execute Payments and other actions on behalf of the Customer in the Internetbank), each User stated in the Appendix "Users" shall complete and sign the Log-on card Order.

3.2. Based on the Log-on card Order signed by the User the Bank shall order a Log-on card. After the User has received notification to his/her email stated in the Log-on card Order, the User shall choose PIN code (PIN code should be chosen within 35 days from the day when the relevant notification has been received, otherwise the Log-on card Order shall be automatically cancelled).

3.3. After PIN code is chosen by the User the Log-on card shall be delivered to the User within 2 – 5 Business days, according to the delivery method stated in the Log-on card Order. After the Log-on card is received, the User can start to use the Internetbank.

## 4. INTERNETBANK USE

4.1. The User shall execute Transactions in the Internetbank in accordance with the User's profile and Signature rights indicated by the Customer for each User in the Appendix "User" to the Agreement.

4.2. The Parties have agreed that each Payment commenced by the User in the Internetbank, approved by the Payment instrument means and sent to the Bank shall be considered authorised Payment (in the meaning of the Terms of Settlements), and shall be subject to execution by the Bank. The Customer agrees that such Payments have the same legal force as Payment order given by the Customer in paper form. All Payments executed in the Internetbank by use of Authorization, shall be considered valid and binding to the Customer.

4.3. The Customer and the User shall not use the Internetbank for illegal activities or in the manner that may harm the Bank or third persons involved in the process of the Payments execution.

4.4. The Log-on card will be blocked automatically in case the incorrect PIN code has been entered 3 (three) times consecutively. The Log-on card cannot be unblocked and the User shall order a new Log-on card (in accordance with procedure described in section 3 therein). The Bank is entitled to charge for the Log-on card replacement and delivery in accordance with the valid Price List.

## 5. SECURITY REQUIREMENTS

5.1. The Log-on card and the PIN code shall be considered as confidential information and shall not be disclosed to any third person. The Customer/ User is obliged to take all necessary measures in order to maintain confidentiality of these data.

5.2. The Customer/ User shall inform the Bank immediately:

5.2.1. if the Log-on card has been lost, stolen or misappropriated;

5.2.2. if the PIN code became known to any third person, or there are suspicions that it might become known to any third person;

5.2.3. if unauthorised use of the Internetbank took place, or the Customer/ User has suspicions that it might happen.

The relevant phone numbers are indicated in the Web page (in menu Online banking and/or Contacts).

5.3. If the Customer/ User has notified about any case mentioned in the paragraph 5.2 therein, the use of the Internetbank shall be closed and the User shall order a new Log-on card (in accordance with procedure described in section 3 therein).

## 6. RIGHTS AND OBLIGATIONS OF THE CUSTOMER AND THE USER

6.1. The Customer shall be liable for all Transactions executed in the Internetbank. The Customer shall be liable for damages caused to the Bank and/or third person as a result of Transactions execution in the Internetbank by the User.

6.2. The User should follow up the Payments amounts and ensure that executed Payment shall not exceed the Payments limit. In case the User makes a Payment in the currency other than the Payments limit currency for the purposes of assessing the effect of such Payment to the Payments limit, the relevant Payment amount shall be converted to the Payments limit, in accordance with the applicable Reference exchange rate.

6.3. The User shall take due care to ensure that the Personalised security credentials are kept securely and do not come into possession of third person.

6.4. The Customer shall have duty to inform the User regarding his/her rights and obligations related with the Payments execution in Internetbank, as well as about User's profile, Signature rights and Payment limits assigned to the User. The User should take into consideration the above information when uses the Internetbank.

6.5. The Customer shall keep sufficient funds on the Account for the Payments execution. In case funds on the Account are insufficient for the Payment execution, the Payment will not be executed and in this case the Bank shall bear no liability for the damage or loss incurred by the Customer as result of the Payment non-execution. In addition to the provisions stipulated in the Terms of Settlements the Bank shall not execute Payment if the Payment amount exceeds the Payments limit.

6.6. The Customer shall be fully liable for the Payments executed in Internetbank, and the Customer shall not have rights to ask the Bank refund in case of unauthorised Payment, if:

6.6.1. the User has given the Payment instrument means and disclosed the PIN code to any third person;

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6.6.2. any case mentioned in paragraph 5.2 therein was happen and the User does not notified about it, in accordance with these Terms of Internetbank Use;

6.6.3. the User does not follow the security requirements as stated in these Terms of Internetbank Use and published on the Web page.

## 7. RIGHTS AND OBLIGATIONS OF THE BANK

7.1. The Bank shall close the access to the Internetbank in the following cases:

7.1.1. any case mentioned in paragraph 5.2 therein took place and the Customer/ User has notified about it;

7.1.2. if there are reasonable suspicions on unauthorised or fraudulent use of the Internetbank;

7.1.3. if there is a dispute on the User's right to execute a Transaction (the Customer's instructions with regard to the User's operating regime are unclear or contradicting, or any other reason arising the reasonable suspicions about the particular User's rights);

7.1.4. the User violates the Bank's instructions for the Internetbank use and does not comply with the security requirements specified in these Terms for Internetbank Use.

7.2. Unless the applicable legislative acts prohibit the Bank, the Bank shall immediately inform the Customer about closing access to the Internetbank in cases stated in the paragraphs 7.1.2, 7.1.3 and 7.1.4 therein.

7.3. The Bank shall be entitled to debit the Account for the annual fee for the Internetbank use, other fees, the Payments amounts and any other amounts payable by the Customer to the Bank in accordance with the Agreement and the Price List.

7.4. The Bank shall not compensate losses up to 50 EUR related with the unauthorised Payments resulting from use of the lost, stolen or misappropriated the Payment instrument means (shall not apply to the Customer who is a Consumer). This condition shall not be applicable in cases if the loss, theft or misappropriation of the Payment instrument means was not detectable prior to a Payment, or the loss was caused by acts or lack of action of the Bank's employee or of an outsourced service provider.

7.5. The Bank shall not compensate to the Customer losses related with the unauthorised Payments resulting from the Customer's and/or User's fraudulent actions or by failure to fulfil obligations stated in these Terms of Internetbank Use with intent or gross negligence (including failure to comply with the security requirements).

7.6. The Bank shall compensate losses to the Customer caused resulting from the unauthorised use of the Internetbank after the Customer/ User has notified about the appropriate case, in accordance with the paragraph 5.2 therein, except if the Customer and/or User acting by itself fraudulently.