# GENERAL TERMS AND CONDITIONS FOR PRIVATE CUSTOMERS (CONSUMERS)

These general terms and conditions apply to any and all transactions between the bank and its private customers (consumers) unless other conditions have been expressly agreed between the parties or appear from special terms and conditions given to the customer, for instance in relation to online banking, trading in financial instruments and custody accounts. Reference is also made to the special terms and conditions included in the bank's application forms.

### 1. Establishment of customer relationship

The customer is under an obligation to furnish the bank with any information the bank deems necessary to be able to meet its obligations under Danish law, such as the Danish Tax Control Act (skattekontrolloven) and the Danish Anti-Money Laundering Act (hvidvaskloven).

When a customer relationship is established, the bank needs the customer's name, address, and civil reg. no. (CPR no.). The customer must produce his or her passport or other photo identification with a pre-printed CPR no.

#### 2. Power of attorney

The customer may authorise others in writing to act on his or her behalf in relation to the bank. The power of attorney is effective until the bank receives the customer's written notification of its revocation.

In the event of the customer's death, the power of attorney expires when the bank receives notification of the death. This means that the principal's accounts, etc., will be blocked until the probate court has made a decision as to the administration of the estate.

If two customers or more agree to open a joint account, each of the account holders may operate the account alone unless otherwise agreed. However, if an account holder dies, the bank is entitled to block the account to secure the deceased's estate.

#### 3. Terms of interest

The rate of interest on the individual deposit and loan accounts is variable unless otherwise expressly agreed.

A variable rate of interest means that the bank may change the rate of interest

The bank may change the variable rates of interest  $\underline{\text{without notice}}$  if the change benefits the customer.

The bank may lower its variable interest rates on deposits and raise its variable interest rates on loans without notice if

- changes in national or international monetary or credit policies cause the general level of interest rates to change in a way that affects the bank
- other changes in the general level of interest rates, including developments in the money and bond markets, affect the bank, or
- 3. changes in direct or indirect taxes affect the bank.

The bank may lower its variable interest rates on deposits and raise its variable interest rates on loans at <u>one month's notice</u> if

- market conditions, such as competition or earnings-related circumstances warrant changes to one or more types of account
- the basis on which the customer's individual interest terms were determined changes, or
- the bank changes its general interest and pricing structures for business reasons, the change being unrelated to the trend in general interest rates. Business reasons may, for instance, be obtaining a more appropriate use of the bank's resources or capacity, or to increase revenue.

The interest rate depends on the type of account, just as the interest rate on the entire account may depend on the account balance at any time.

Information about interest rates, including interest spreads, on the

individual types of deposit and loan accounts is available on the bank's website or at the customer's request.

The bank will notify of changes in interest rates before they take effect; however, the bank is under no obligation to notify customers of a reduction of the interest rate on overdraft facilities (variable credit facilities), whereas the bank must notify customers when the interest rate is raised on this type of account.

The bank will inform its customers electronically, see clause 15 of these general terms and conditions. The notification will also include information about the size of future instalments and of any changes in the number and frequency of these instalments.

On refinancing a loan subject to variable rates of interest and secured by a mortgage granted on the basis of a bond issue (a covered bonds loan), changes in interest rates may be notified after the change took effect.

If the notice given about the change in the interest rate on call deposit accounts is shorter than that applying to the customer's accounts, the customer may, for a period of 14 days after the interest rate change took effect, withdraw funds from the account without deduction for premature withdrawal in the interest accrued.

#### 3.1. Reference rates/Benchmarks

Customers who have been granted facilities with the bank in the form of accounts, loans, credit facilities or financial instruments subject to a benchmark rate such as the CIBOR reference rate will find information about the bank's benchmark contingency plan on the bank's website.

## 4. Calculation of interest, value dates and addition of interest

This clause applies to customers' payment accounts only – in so far as the General Terms and Conditions for Payment Services below do not state otherwise.

A payment account is an account established for the processing of payment transactions, such as a current account or a budget account.

The interest date is the day on which an account entry affects the computation of interest on the account.

Generally, when a customer makes a deposit to an account with the bank, the interest date is the first business day after the deposit was made to the

When the customer withdraws cash from an account with the bank, the interest date is the business day of the withdrawal.

In the bank, Saturdays, Sundays and public holidays, 5 June (Danish Constitution Day), the Friday after Ascension Day, 24 December and 31 December are non-business days.

For most types of account, the bank performs a daily calculation of interest for each account. Interest on loans is added every month, every quarter or every six months and is calculated in arrears. Interest on deposits is added quarterly or annually in arrears.

On addition of interest, the bank deposits or withdraws interest accrued since the previous settling date.

Unless otherwise agreed, the bank may choose to calculate deposit interest, including any negative interest, on the customer's total deposits. The bank may add interest on deposits to each individual account or to one single account.

Interest added is specified in the statement of account or other statement.

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The bank may decide that interest amounts not exceeding a lower threshold will not be added to the account.

Information about the bank's rules governing interest dates and computation is available on the bank's website. The bank may change its rules at any time <u>without notice</u>.

## 5. Commission

The bank charges commissions for credit facilities, credit line agreements (no fixed loan amount), regardless of product name, as well as guarantees as specified in the contract documents. Changes in commission amounts and notification of such are subject to the rules stated in clause 6.

#### 6. Fees

The bank may charge fees for services performed for the customer and for responding to enquiries from public authorities about the customer.

Fees are charged either as fixed amounts for services rendered, as a percentage or as an hourly rate relative to the scope of the service. The calculation methods may be combined.

General fees appear from a price list at handelsbanken.dk/priser or will be provided by the bank on the customer's request. Information about other fees is available to the customer on request.

The bank may reduce its fees at any time without notice.

The bank may change fees paid by the customer on an ongoing basis in existing contractual relationships at <a href="https://thee.org/thee.org/">three months' notice</a> if

- market conditions, such as competition or earnings-related circumstances, warrant changes to one or more types of account.
- the basis on which the customer's individual terms regarding fees were determined changes,
- the bank changes its general fee and pricing structure for business reasons. Business reasons may, for instance, be obtaining a more appropriate use of the bank's resources or capacity, or to increase revenue, or
- the bank in its annual assessment of fee rates finds such an increase justified for business reasons. Business reasons may, for instance, be obtaining a more appropriate use of the bank's resources or capacity, or to increase revenue.

In existing contractual relationships, the bank may, for business reasons, introduce new fees for services not previously subject to fees. Fees may be introduced at <a href="https://doi.org/10.1001/jhrs.100

The bank may always introduce and raise fees <u>without notice</u> for one-off services and generally for new contractual services.

The customer will be notified of such changes to fees by letter, announcement in the Danish daily press, or when the bank sends its first statement of account (or list of accounts) after the announcement.

#### 7. Excess interest, reminder fee, etc.

If an account is overdrawn, is in arrears, or is used for purposes contrary to agreement, the bank may charge excess interest or commission, or late payment interest, reminder fees as well as legal fees for debt collection, etc.

The size of the reminder fee is specified in the bank's reminder letter (and/or price list). Information about excess interest or commission is available at the customer's request.

Excess interest or commission is determined on the basis of the bank's assessment of the risk of claims in default generally as well as the individual claim in default specifically.

The bank may, at any time, decide to suspend adding interest to claims in default for administrative as well as accounting purposes. A decision not to add interest – which is not based on an agreement with the customer – cannot be construed as the bank's waiving its right to receive interest on its claim and to demand reimbursement of subsequently incurred expenses. This applies regardless of whether the customer is notified of the applied bookkeeping principles through account statements or otherwise.

#### 8. Cover for incoming payments

Non-cash deposits made to the customer's account are subject to the bank actually receiving the amount.

Please note that this condition applies even if it is not stated on the receipt or any other notice of the payment.

#### 9. Checking account balance and entries

The customer must check his or her account balance and entries by reviewing his or her account statements and/or through the bank's various information channels, such as Netbank or Mobilbank (the bank's online and mobile banking solutions) or KONTANTEN (the bank's ATMs). In the event of unauthorised account entries, the customer must notify the bank immediately. Unauthorised entries will be reversed.

Deposits into bank accounts, such as transfers from other banks, are entered solely on the basis of the stated account number. Other information will not be verified.

If, by obvious mistake, an amount has been deposited to which the customer is not entitled, the bank may withdraw the amount without the customer's consent.

Statements of account will constitute sufficient documentation at any time for the size of any balance between the bank and the customer.

#### 10. Set-off

Without prior notification to the customer, the bank may set off any due debt of the customer's against any receivable that the customer has or will have with the bank.

However, the bank will not set off against the part of the customer's salary/wages or public benefits etc. deemed necessary to cover the customer's ordinary costs of living. Nor will the bank set off against account balances which are secured against debt enforcement according to statutory provisions or agreed terms.

## 11. Changes to agreement terms

When determining the terms governing the relationship between the customer and the bank, the bank has attached importance to the overall business volume with the customer.

# 12. Termination and blocked accounts

The bank as well as the customer may terminate the customer relationship at any time without notice.

However, loan contracts (credit agreements) may only be terminated by the bank subject to <u>three months' notice</u>, except in case of breach or other event of default.

In the event of the bank's termination for convenience, the customer is entitled to receive a reasoned statement in writing.

Moreover, the bank may terminate the customer relationship without notice if the customer or a person authorised to act on behalf of the customer in the latter's relationship with the bank or the owner(s) directly or indirectly and either in whole or in part becomes subject to or the target of sanctions imposed by authorities, the EU or the UN, see the sanctions

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list of the Ministry of Foreign Affairs of Denmark, or the like (for example US authorities like the OFAC).

The bank may also terminate a customer relationship without notice if the customer fails to furnish the bank with any information it deems necessary to obtain from the customer under Danish law, such as the Anti-Money Laundering Act or the Tax Control Act. Such information includes identity information or information about the purpose and the intended scope of the customer relationship with the bank, which the bank, based on a risk assessment, deems necessary to ensure compliance with the Anti-Money Laundering Act.

In such circumstances, the customer will preferably be notified of the termination through an advance blocking of the customer's account, a personal message or in some other way.

The bank may also block the customer's access to the bank's corporate online banking solution or banking app solution and other services and products should the customer fail to furnish the bank with the requisite information stated above.

On termination of the customer relationship, the bank may terminate any guarantee or surety obligation undertaken, including those denominated in foreign currency, and discharge itself from any other liabilities incurred on behalf of the customer. The customer is under an obligation to release the Bank from all obligations and liabilities undertaken on behalf of the customer and, if necessary, provide collateral for such obligations and liabilities.

#### 13. Business abroad

If the bank is to transact business abroad on behalf of a customer, the bank will select a business connection, unless otherwise agreed. The bank assumes no liability for errors made by the selected bank or for its solvency.

On depositing foreign securities, the bank assumes liability for any errors made by the non-Danish business connection and for its solvency, unless the business connection was selected by the customer.

The customer and the bank must both observe the rules of law, customs, and the general terms and conditions applying to the agreement with the non-Danish business connection.

When the customer transfers money to a foreign country, the customer should be aware that information may be passed to the US authorities. SWIFT – which processes the payments – has been instructed to disclose information, pursuant to US legislation, if it suspects funding of criminal activities or terrorism.

# 14. The bank's liability in damages

The bank is liable for the tardy or defective performance of its contractual obligations resulting from error or negligence

Even in areas subject to stricter liability, the bank is not liable for losses caused by

- breakdown of or lack of access to IT systems or damage to data in such systems as a result of the events stated below, irrespective of whether the operation of such systems is the responsibility of the bank itself or an external supplier
- failures in the power supply or telecommunications of the bank, statutory interventions or administrative orders, acts of God, war, riots and civil commotion, sabotage, terrorism or wilful damage (including computer virus attacks and hacking)
- strikes, lockouts, boycotts or picketing, irrespective of whether the
  conflict is aimed at or is instigated by the bank itself or its
  organisation and irrespective of the reason for the conflict. This also

applies to situations where the conflict affects only parts of the bank.

other circumstances beyond the control of the bank.

The bank will not be exempt from liability if:

- the bank ought to have foreseen the cause of the loss when the agreement was made or ought to have avoided or overcome the cause of the loss
- the bank is liable under Danish law for the cause of the loss under any circumstances

#### 15. Digital messages

The bank communicates with its customers through digital messaging, meaning that all information, such as contract documents, account statements and the like will be delivered digitally. Any such delivery will have the same legal status as a delivery by ordinary postal service.

If the customer does not want to communicate with the bank through digital channels, the customer may arrange with the bank that he or she will receive letters and documents from the bank by ordinary postal service. The bank may charge a fee for this service.

However, if the bank deems this method of communication the most expedient, the bank is entitled to continue to submit messages by post. In such event, delivery is not subject to a fee.

#### 16. Audio recording and camera surveillance

In order to ensure documentation for agreements and the correct service of customers, the bank may record telephone conversations.

For security reasons, the bank may install surveillance cameras, etc., to monitor, for instance, front-office, entrances, façades, and ATMs pursuant to legislation.

#### 17. Good business practice for financial undertakings

Pursuant to the Danish Executive Order on Good Business Practice for Financial Undertakings (bekendtgørelse om god skik for finansielle virksomheder), the bank must disclose its commission or other remuneration on communication of its products and services. An updated list is available on the bank's website or from the bank's branches on request.

### 18. Garantiformuen

As a client of the bank you are to a certain extent protected against losses through Garantiformuen (Danish guarantee scheme for depositors and investors) You can read more about the scope of the coverage at our website or at fs.dk.

# 19. Complaints

In case of disagreement about a business relationship between the customer and the bank, the customer must first contact his or her branch.

If the customer disagrees with the outcome decided with the branch about the customer's complaint, the customer may submit the matter to the officers in charge of handling the bank's customer complaints. The names and addresses of the customer complaints officers are listed on the bank's website

If the outcome of such a complaint is not satisfactory, the complaint may be filed with:

The Danish Financial Complaint Board (det finansielle ankenævn), St. Kongensgade 62, 2nd floor, 1264 Copenhagen K. tel. +45 35 43 63 33, fanke.dk/en-front/.

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Complaints about services purchased online may also be filed via the European Commission's complaints portal at ec.europa.eu/odr.

Complaints about the bank's non-compliance with financial legislation may be filed with the Danish FSA, finanstilsynet.dk.

Complaints about the bank's non-compliance with payment services legislation, including disclosure requirements when executing payment services, rights and obligations when using payment services, use of payment data and information about fees may be filed with the Danish Consumer Ombudsman, www.consumerombudsman.dk/about-us/. The Danish Competition and Consumer Authority supervises rules governing charges and fees, kfst.dk

#### 20. Supervisory authority

The bank is subject to the supervision of the Danish FSA:

Finanstilsynet Århusgade 110 2100 Copenhagen Ø Denmark finanstilsynet.dk

## 21. Effective date and changes

These general terms and conditions replace the bank's previously prepared general terms and conditions and are effective as from 1 December 2022.

The general terms and conditions as well as any special terms for loans and credits may be changed without prior notice, if the changes benefit the customer. If the changes do not benefit the customer, they may be introduced subject to <a href="https://document.org/repsi/">https://document.org/repsi/</a> to three months' notice by letter or by announcement in the Danish daily press.

Information about the current general terms and conditions is available on the bank's website.

# GENERAL TERMS AND CONDITIONS FOR PAYMENT SERVICES PRIVATE CUSTOMERS (CONSUMERS)

#### 1. Introduction

This supplement concerns the customer's rights and obligations when using the bank's payment services, such as:

- Cash deposited into a payment account
- Cash withdrawn from a payment account
- Processing a payment transaction into a payment account, including execution of a credit transaction or a card transaction
- Money transfer.

Key concepts of this supplement are payment transaction, payment account, business day, and interest date.

#### Payment transaction

A payment transaction initiated by a payer, on behalf of a payer or by a payee in order to deposit, transfer or withdraw funds, irrespective of any underlying obligations between the payer and the payee.

#### Payment account

A payment account is an account established for the processing of payment transactions, such as a current account or a budget account.

#### Personal security features

Personal security features are defined as the personal authentication element used for carrying out a payment transaction, such as a PIN, a verification code sent by text or a NemID code, etc.

#### Business day

A business day is a day on which the payer's or the payee's relevant supplier involved in the processing of a payment transaction is open to business as required in order to process a payment transaction.

### Interest date

The date on which a deposit, withdrawal or other account transaction becomes effective in the calculation of interest on the customer's account.

### 2. Special provisions concerning payment services

In addition to this supplement concerning payment services, the bank's special terms for payment services apply, such as the bank's terms concerning Visa/Dankort, online banking agreements, international payments, etc.

### 3. Consent to the processing of personal data

On entering into an agreement about the use of the banks payment services, the customer also consents to the processing of his or her personal data in connection with the supply of these services, including the processing for use of and in connection with the execution or correction of payment transactions. The personal data that may be processed includes, for instance, CPR numbers, addresses and account numbers.

Personal data are kept for the current year plus five years.

The customer may withdraw his or her consent at any time, but if so, the customer must be aware that the customer cannot use the bank's payment services.

### 4. Processing of payment transactions

In order for the bank to process a payment transaction for the customer, the customer must provide the bank with a registration number and an account number of the account from which the amount is to be withdrawn.

For domestic transfers, the customer must provide the registration number and account number of the account holder to whom the amount is to be transferred.

For cross-border payment transactions, the customer must provide the IBAN. If there is no IBAN, the customer must provide the registration

number/sorting code, account number and BIC/SWIFT code.

For payment by standard payment form, the customer must provide a creditor number (FI kreditornummer).

The bank considers a payment order correctly executed when it is has been processed in accordance with the unique identifier code stated in the payment order.

The bank's execution of a customer's payment order is subject to the relevant account holding sufficient funds to cover the amount.

#### 5. Payment order

When placing a payment order, the customer has the following options:

- Calling on the bank in person
- Using the customer's online banking solution/banking app solution
- Sending a letter to the bank
- Using third parties

A payment order is considered received on the business day on which the bank receives the payment order.

Payment orders received towards the end of a business day are considered received on the following business day and will not be executed until then. On request to the bank, the customer may receive further information regarding deadlines for receipt of payment orders for same-day processing.

#### 6. Cancellation and rejection of payment orders

Once the bank has received the customer's payment order, it cannot be cancelled.

However, a payment order to be processed at a later date may be cancelled no later than by close of business at the business day prior to the agreed date.

If the customer wants to cancel a payment order, the customer may do so via the online banking solution or by contacting the bank. The bank reserves the right to charge a cancellation fee. Payments effected through third parties may be cancelled with the relevant third party.

If the customer's payment order is rejected due to factual error, the bank will inform the customer of this, of the reason for the rejection and of the procedure for correcting the error that led to the rejection.

## 7. Maximum processing time

Up to three business days may pass from the time when an amount is withdrawn from the customer's payment account until the amount is deposited in an account with the payee's bank.

For paper-based payment transactions, the processing time may be up to four business days. This applies for instance to giro payments or cross-border transfer forms filled in by the customer at the bank.

It also applies if the customer instructs the bank by letter or email to carry out a money transfer.

## 8. Information about payment transactions

When the customer has a payment account with the bank, the customer must be able to communicate electronically with the bank.

Once a month, the bank will advise the customer of payment transactions, if any, made to or from the account over the past month.

If the customer prefers to be advised of such payment transactions in printed form, this option is available against payment of a fee.

Similarly, the bank reserves the right to charge a fee if the bank at the request of the customer is supplied with additional information.

The bank may also submit other notifications to the customer

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electronically.

#### 9. Exchange rate information

On the bank's website there will be reference to information about the actual exchange rate or reference rate applied in the event of conversion of currency.

The bank may change its quoted exchange rate <u>without prior notice</u>. Such changes will be announced as soon as possible.

#### 10. Checking payment transactions

The customer is obligated to check entries in the customer's account regularly. If such a review reveals transactions which do not match the customer's receipts or which the customer does not believe to have authorised, the customer must contact the bank as soon as possible.

#### 11. Unauthorised payment transactions

If the customer believes that one or more payments made from the customers payment accounts were not authorised or made by the customer, the customer must contact the bank as soon as possible after the customer has discovered the unauthorised transaction. When assessing whether the customer contacted the bank in due time, the customer's obligation to review account entries regularly will be an important factor. In any event, the customer must contact the bank no later than 13 months after the transaction was executed on the customer's account.

#### 12. Notification

In the event of any suspicion of or actual incidents of any misuse or security threats, the bank will notify the customer over the telephone, through the customers online banking solution or by any other equally secure means of communication

### 13. Reversal of payment transaction

The bank will attempt to reverse funds involved in a payment transaction in which the customer has entered a wrong unique identification code.

14. Customer's total liability for unauthorised payment transactions. In the event of unauthorised payment transactions, the bank will cover the customer's loss unless the loss is subject to any of the provisions stated

The customer must cover losses up to DKK 375 (total liability) if the unauthorised payment transaction was made by a third party using the customer's personal security features.

The customer must cover losses up to DKK 8,000 if the unauthorised payment transaction was made by a third party using the customer's personal security features and

- a) the customer failed to notify the bank immediately after the customer discovered that the payment instrument (e.g. a payment card) issued for the payment account had been lost or that another person had learned of the customer's personal security features, or
- b) the customer disclosed his or her personal security features to the person using the customer's payment instrument and account fraudulently and the customer did not realise or could not have realised that there was a risk of unauthorised use, or
- c) the customer made the unauthorised use possible through gross negligence.

The customer is liable for the full loss if

- a) the customer disclosed his or her personal security features to the person using the customer's payment instrument and account fraudulently and
- b) the customer realised or ought to have realised that there was a risk of unauthorised use.

Moreover, the customer is liable for the full loss if the customer has acted fraudulently or failed with intent or gross negligence to fulfil his or her obligations to protect, for instance, the personal security features that apply to the payment instrument (e.g. a payment card), or, as an example, the customer has failed to use the payment instrument in accordance with the bank's terms and conditions for the payment instrument's issue and use, or the customer failed to notify the bank as soon as the customer discovered that the payment instrument had been lost, misappropriated or used fraudulently.

The customer is not liable for any unauthorised use taking place after the customer has notified the bank that the payment instrument has been lost, or that the customer's personal security features have been misappropriated or that the customer wants to block the payment instrument for other reasons.

The customer's total liability defined above is applicable only when the payment transactions have been accurately recorded and entered in the accounts.

The customer's attention is also drawn to the fact that the payee is liable for losses incurred by the customer if the payee knew or ought to have known that the person making the payment transaction was not properly authorised to do so, just as the bank may be liable in certain circumstances in which the payee knew or ought to have known that a payment transaction was not authorised

The detailed rules on liability are specified in sections 97 to 102 of the Danish Act on Payment Services (*lov om betaling*).

#### 15. Interest calculation and availability

Calculation of interest on depositing amounts into payment accounts When an amount is deposited into the customer's payment account with the bank, the interest date is the business day after the bank receives the amount. If the bank receives the amount after end-of-business or on a non-business day, the customer will receive interest accrued from the next business day.

Calculation of interest on withdrawing amounts from payment accounts When an amount is withdrawn from the customer's payment account, the interest date is the business day when the amount is withdrawn from the customer's account.

## Availability of transferred amounts

Immediately after an amount is deposited into the customer's payment account, the amount is made available to the customer.

# Availability of incoming cash payments

When a cash amount is deposited into the customer's payment account, the amount will be made available to the customer immediately upon receipt.

#### 16. Fees

The sizes of any bank fees in connection with the use of payment services are listed in the bank's price lists available on the bank's website at any time. In addition to this, the bank provides monthly information about specific fees related to the customer's payment accounts.

If a fee is charged regularly for a payment service, the bank will only charge fees for the period up to termination of the payment service. Prepaid fees will be returned proportionally. On prepaid payment instruments, the bank will disburse any residual amount at the customer's request within one year of termination, unless the costs in connection with disbursement of the residual amount exceed the residual amount.

When an amount is transferred to the customer's payment account, the bank is entitled to deduct any fees for the transfer from the amount transferred before crediting it to the customer's account.

The bank reserves the right to charge a fee in connection with informing the customer of the reason for rejecting a payment order.

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The bank reserves the right to charge a fee in connection with attempted reversal of funds when the customer has entered a wrong unique identification code.

## 17. Changes

The bank may change this supplement and any fees relating to payment services at two months' notice if the change does not benefit the customer. Other changes may take effect without notice. The customer will be notified of changes either by letter or electronically. The customer must notify the bank of any address or email changes, and the customer is responsible for not receiving notifications of changes if the customer has failed to notify the bank of such email or address changes.

Any change of terms will be considered accepted unless the customer notifies the bank prior to the effective date that the customer does not wish to be bound by the new terms.

If the customer declares that the customer does not want to be bound by the new terms, the customer relationship will terminate when the new terms become effective.

#### 18. Termination

If the customer wants to terminate his or her agreement on the use of payment services, such termination must be in writing and at <u>one month's notice</u>.

The bank may terminate the customer's agreements on payment services at two months' notice.