

## Terms and conditions – Swish Privat

### 1. General information

This service enables the customer to use their mobile phone 24 hours a day to make payments denominated in Swedish kronor from the customer's payment account to other accounts which are linked to Swish. The transfer takes place in real time which means that the money is available to the beneficiary immediately after the withdrawal from the customer's account. The customer can also receive payments in a similar way from other people who are linked to Swish.

Swish transfers are made via the mobile phone number that is linked to the account from which the payment is to be made. Both Swedish and foreign mobile phone numbers can be linked to Swish.

When the customer enters into an agreement with the Bank regarding Swish, the customer must specify the account to be linked to the service and the mobile phone number to be linked to the account. Three different accounts can be linked to the service, but only one mobile phone number can be linked to an account at a time.

Transfers using Swish can also be made when the payer/beneficiary is outside Sweden.

The payment transactions take place via mobile data traffic, which may entail increased traffic fees.

Swish is only for personal use.

The beneficiary's name becomes known to the person making a transfer with Swish. The payer's name and mobile phone number are revealed to the beneficiary. If the beneficiary's identity is protected, their name will not be revealed to the person making a Swish transfer, but a message will be sent stating that the beneficiary's identity is protected. If the identity of the person making a Swish transfer is protected, their mobile phone number (but not their name) will be revealed to the beneficiary.

It is possible to receive refunds (e.g. when returning a purchase) for payments made in Swish to companies, associations and organisations. The refund is conditional on the customer having the same mobile phone number linked to their payment account at the time of the refund as they had at the time of the original payment.

It is possible to send and receive payment requests via the Swish app. *This functionality will be launched in the beginning of 2019.*

It is possible for the beneficiary to block another user of Swish Privat. The block comprises all payments and payment requests from the blocked sender until the beneficiary cancels the block.

The Bank determines which services may be used in Swish at any time.

The Bank has special procedures for transfers relating to accounts under investigation.

### 2. Requirements for using Swish

To be able to receive money via Swish, the customer must have:

- a mobile phone or the right to use a mobile phone with a mobile phone number, and
- access to a payment account with the Bank.

In order to transfer money to other accounts with Swish, the customer must also:

- have an agreement for and download Mobile BankID, which is the security solution that the Bank offers for Swish, and
- have downloaded and activated the Swish app.

### 3. Authentication, authorisation and implementation of payment transactions, etc.

Swish transfers are authorised using Mobile BankID, which is a payment instrument as defined in the Swedish Payment Services Act (2010:751). The "Terms and conditions for Handelsbanken's log-in card etc." apply to Mobile BankID. These terms and conditions include provisions about customer responsibility for payment instruments and personal codes, and other personalised security credentials (e.g. fingerprint readers such as Touch ID for Mobile BankID), about blocking payment instruments and consent to processing of personal data for complaints, etc. See also section 6 regarding the customer's responsibility when failing to protect a personalised security credential, of if the customer, knowing that the payment instrument has been lost or used in an unauthorised manner, does not immediately report this to the Bank. If the customer uses a payment instrument issued by a party other than the Bank, the customer undertakes to comply with the terms and conditions applying to the payment instrument.

The payment transaction is authorised when the payment order has been signed with Mobile BankID. A payment transaction which has been authorised in Swish cannot be cancelled.

The Bank has the right to assume that an authorised person is carrying out the payment transaction or obtaining information with Swish when, according to the Bank's control procedures, the customer's identity is confirmed with Mobile BankID.

The customer is responsible for ensuring that the account has sufficient funds and that the information provided to the Bank is correct and sufficient to carry out the payment transaction.

The Bank is entitled to execute an order request in Swish when it has been authorised as stated above.

#### 4. Payment information

Detailed information about executed transactions in Swish is available in Handelsbanken Online Banking up to 18 months after the transfer has been made. Brief information is also available in Handelsbanken Mobile Banking. The customer can also see transactions in the Swish app for up to six months after the transaction was carried out.

#### 5. Investigations

It is incumbent upon the customer to submit complaints about any errors to the Bank without undue delay. Further provisions regarding investigation of non-authorized or incorrectly executed transactions are stated in section 6.12 of "General terms and conditions for accounts and payment services – Private customers".

#### 6. Liability for damage

If an unauthorised transaction has been executed from the customer's account, the customer must report this according to section 5. The Bank must restore the account to the balance that it would have had if the transaction had not been executed, unless otherwise specified in this section 6.

If the Bank has repaid an amount to the customer and the Bank subsequently establishes that the transaction was authorised or that the customer was not entitled to be refunded the entire amount, the customer is obliged to repay the Bank. The Bank is then entitled to debit the customer's account in the relevant amount.

If it has been possible to perform unauthorised transactions because the customer has not protected his/her personalised security credential, the customer is liable for the amount, up to a maximum of SEK 400.

If it has been possible to make unauthorised transactions due to breach of an obligation pursuant to these terms and conditions, or the other terms and conditions referred to in section 3 above have been violated through gross negligence, the customer is liable for the amount, up to a maximum of SEK 12,000. If the customer has acted in a particularly reprehensible manner, the customer shall be held liable for the entire loss.

Notwithstanding that which is stated above, the customer shall not be liable for any amount that is debited from the account after the payment instrument has been blocked. The same applies if strong customer authentication was not used when the transaction was initiated electronically. However, that which is specified in this paragraph does not apply if the customer, through fraudulent actions, has caused or contributed to the unauthorised transactions.

Regardless of whether the customer has been negligent, the customer is liable for the full amount if the customer fails to notify the Bank without undue delay after becoming aware of the unauthorised transaction (request for rectification). The same applies if the Bank has provided the customer with information about the transaction and the customer does not notify the Bank within 13 months of the date the amount is charged to the account.

When a customer is responsible for unauthorised transactions, the customer is also liable to pay the amount charged to the account that caused it to be overdrawn, or for the approved credit facility to be exceeded.

#### 7. Certain restrictions to the service, open/close function

For security-related reasons, the Bank may apply specific limits for the maximum transfer amount per occasion and/or time period. Exceeding these limits may prevent one or more payment transactions from being performed. Information about maximum amount limits applied at any time is available at the Bank's branches and in Handelsbanken Online Banking and Mobile Banking.

An open/close function in Handelsbanken Online Banking and Mobile Banking enables the customer to temporarily close the option of transferring money using Swish.

#### 8. Availability

Swish can be used 24 hours a day.

The Bank reserves the right, without terminating the agreement, to restrict or modify the contents of the service or its opening hours. The Bank has the right to temporarily suspend the service for scheduled maintenance, in case of disruption, etc. Where possible (e.g. in case of planned maintenance), the Bank will provide information in advance about the shut-down at [www.handelsbanken.se](http://www.handelsbanken.se).

The Bank reserves the right to terminate the customer's access to Swish on any of the following grounds:

- Risk that the service cannot be used in a secure manner, such as for technical reasons.
- Suspicion that the service has been used without authorisation or in breach of these rules or other instructions provided by the Bank.

The customer will be informed of such action as soon as possible and in the manner that the Bank generally provides information under these regulations.

#### 9. Notification of change of mobile phone number

The customer must immediately inform the Bank if the customer is no longer the holder of or no longer has access rights to the mobile phone number which the customer has linked to the service.

#### 10. Termination of the right to use Swish

In addition to what is stated in section 9.4 of the General terms and conditions for accounts and payment services – Private customers, the right to use Swish as the customer agreed with the Bank will be terminated without separate notice if:

- the customer connects the same mobile phone number to the Swish service at another bank as the number provided according to the agreement with Handelsbanken, or if another person registers the

customer's mobile phone number for Swish at Handelsbanken or at another bank,

- the customer's other dealings with the Bank are terminated,
- the customer is no longer the holder of or no longer has access rights to the mobile phone number which the customer has linked to the service,
- the customer dies, is declared bankrupt, or if a guardian or trustee is appointed for the customer under the Code on Parents and Children,
- in the assessment of the Bank, the customer misuses Swish in a manner which may cause the Bank or another party damage, or
- agreements which are required in order for the Bank to provide Swish cease to apply.

### **11. More information about Swish**

More information about the service is available on the Bank's website.

### **12. Logging**

For reasons of security, and to enable investigations to be carried out, the Bank logs all questions and other transactions that the customer sends to the Bank via Swish.

### **13. Fees and charges**

For information about fees, please see the current price list, which is available at Handelsbanken's branch offices and in Handelsbanken Online Banking.

### **14. Other terms**

In other respects, the Bank's "General terms and conditions for accounts and payment services – Private customers" also apply.