

## General terms and conditions for accounts and payment services

Information about SBL Payments AB

SBL Payments AB  
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111 40 Stockholm

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Website: [www.savelend.se](http://www.savelend.se)  
Registered domicile: Stockholm

SBL Payments AB herein designated "SaveLend".

SaveLend is a payment institution licensed to perform payment services. SaveLend is regulated by the Swedish Financial Supervisory Authority (SFSA) and is registered with Bolagsverket (Swedish Companies Registration Office).

General terms and conditions for accounts and payment services (herein "general terms and conditions" or "terms and conditions").

### 1. INTRODUCTION

These general terms and conditions apply only to account holders on the brokerage platform. The account shall be disposed of by the account holder and any other person they assign that right through power of attorney.

### 2. DEFINITIONS

The following terms and definitions shall have the meaning presented below unless otherwise obvious from the context or circumstances. The definitions shall have the same meaning whether used in singular, plural, definite or indefinite form, and with or without capital letters.

*Banking day:* All days other than Saturday, Sunday, Midsummer day, Christmas Eve, or New Year's Eve or other public holiday.

*Payment account:* The account designated for executing payment transactions for deposit or withdrawal. The account holder may use the funds in a payment account to invest in loans, receivables, or other types of lending that are included from time to time in the SBL Finans AB product information leaflet and which is presented on the brokerage platform.

*Brokerage platform:* Electronic bulletin board at [www.savelend.se](http://www.savelend.se) and which is provided by our sister company SBL Finans AB.

*Payment instrument:* a personalised device(s) and/or set of procedures agreed between the payment service user and the payment service provider and used in order to initiate a payment order.

*Payment order:* An instruction that an account holder (or payment recipient) issues to SaveLend to complete a payment transaction.

*Payment service:* an online service for performing a payment service at the request of an Account holder.

*Payment transaction:* Deposit, withdrawal, or transfer of funds, regardless whether the transaction was initiated by the payer or the payee.

*Account holder:* The person whose account is maintained by, and who is creditor in relation to, SaveLend in relation to the balance in the account.

*Account information service:* An online service to provide compiled information relating to one or more payment accounts that the account holder has with one or more other payment service providers.

*Mobile unit:* Mobile phones, tablets, and portable computers, or other similar equipment that has Internet and mobile data access.

*Unauthorized transaction:* A transaction conducted without the consent of the account holder or other authorized representative for that account as per the account contract.

*Third party:* Any other payment service provider than SaveLend who has requisite permit or is registered to provide payment initiation services and/or account information services.

*Unique identification code:* The combination of letters, numbers, or symbols such as bank account numbers, IBAN, or mobile phone numbers and which the account holder shall submit with a payment order to unambiguously identify the payment recipient or their bank account.

### **3. GENERAL INFORMATION REGARDING YOUR PAYMENT ACCOUNTS**

#### **3.1 Fees and expenses**

SaveLend does not charge a fee for providing payment services or a payment account.

Withdrawals can be subject to currency exchange and potential fees by the receiving bank. The Account holder should always check the currency exchange rate and potential fees with his or her receiving bank. By using the Payment service, the Account holder accepts that he or she is solely responsible for all fees that may be charged by his or her receiving bank.

If SaveLend plans to charge fees for providing the above services, SaveLend shall provide notification thereof to the account holder and any such change will first take effect no earlier than two (2) months after such notification about change has been provided to the Account holder. The Account holder will be bound by such a change in the terms and conditions if the Account holder does not notify SaveLend that the Account holder will not accept the change before the date on which the change is proposed to enter into force.

### **3.2 Interest**

The Account holder is not entitled to interest paid on deposited funds which the Account holder has on their Payment account.

## **4. EXECUTION OF PAYMENT TRANSACTIONS**

### **4.1 General**

Payment transactions may be conducted using the Brokerage platform. To enable you to access the SaveLend payment services, you must create a user account on the brokerage platform and thereby approve the terms and conditions for use with SBL Finans AB, which includes "Agreement regarding the investor's use of the SaveLend Marketplace" (Svenska. "SaveLends villkor för kreditgivare").

Access to the SaveLend payment account and payment services may be limited (for security or other reasons) such as through requirements of authorization.

Planned maintenance and operational interruptions shall be scheduled to times when demand for services is typically low, unless special circumstances require differently. Information regarding such interruptions in service is published on the website.

Where special circumstances do exist, SaveLend has the right, without advance notice of contract termination, to limit or change the content of services or opening hours.

The account holder can use payment services such as payment initiation and account information services that are provided by third parties. Having the SaveLend account available online to the account holder through SaveLend is a prerequisite for this.

Use of such payment initiation and account information services requires a separate agreement between the account holder and such third party. Such agreement shall not affect the provisions in these general terms and conditions unless otherwise expressly stated herein.

## **4.2 Account holder's undertaking to protect the payment instrument and personal authorization function**

Login to the payment account on the brokerage platform and approving the payment order is done electronically using the payment instruments that SaveLend provides or accepts. When you approve these terms and conditions for use, combined with the 'Agreement regarding the investor's use of the SaveLend Marketplace,' as account holder you undertake to protect the payment instrument and the personal authorization functions linked to your instrument. The account holder accepts and is fully aware of their obligation to block the payment instrument if it is lost or whenever you suspect its unauthorized use.

An Account holder must immediately notify SaveLend on +46 (0) 8 12 44 60 67 or info@savelend.se if the Account holder's Payment instrument issued by SaveLend has been lost or used unauthorized.

## **4.3 Registering and approving the payment order**

### **4.3.1 General terms regarding approving payment orders**

Approval to perform a payment order can be submitted to SaveLend directly, or when appropriate, to a third party. If a payment order is not approved by the account holder or other authorized representative under the contract, then such payment order shall be considered unauthorized. If the payment order is approved directly with SaveLend, then the provisions of this paragraph shall apply in conjunction with those in subparagraph 4.3.2.

### **4.3.2 Approval using the SaveLend Brokerage platform**

The account holders approve the payment transaction when logged in at the Brokerage platform. The Brokerage platform provides detailed instructions regarding how payments are registered and electronically signed. The account holder is responsible to read through the information and provide their signature only after ascertaining that all the details are correct. After signing the assignment or payment order, the receipt is shown, with information that it has been set for monitoring as a payment due.

## **4.4 Receipt of payment orders**

A payment order is received by SaveLend only after it is approved by the account holder and registered. When the order is registered and signed on a day that is not a banking day, or if on a banking day but after 12:00 noon, the payment order is considered received the next banking day.

A payment order that SaveLend has refused to execute in accordance with paragraph 4.9 below, shall be considered not received by SaveLend.

#### **4.5 Execution date**

When conducting payment transactions, SaveLend is liable to ensure amounts are available to the payment recipient's bank no later than three (3) banking days after the payment order is received by SaveLend. This section 4.5 applies unless otherwise provided for by law or measurements by the government.

#### **4.6 Responsibility for executing payment orders**

The account holder is responsible to ensure the data submitted in the payment order is complete and correct, and that sufficient funds are available in their account to execute the payment transaction. SaveLend is then responsible to transfer the amount to the payment recipient's bank. If SaveLend can demonstrate that the recipient bank has received the transaction, then the recipient bank is responsible to ensure the amount is made available to the recipient. Where the payment recipient's bank returns the amount to SaveLend, then SaveLend will return the funds to the account holder's payment account.

If a payment transaction is executed using a unique identification code, the transaction shall be considered correctly executed to the payment recipient specified in the unique identification code. This shall also apply when the account holder has provided information additional to the unique identification code.

SaveLend is not liable when the unique identification code provided by the account holder is incorrect. SaveLend is not liable to determine whether the unique identification code is correct or not. However, on request of the account holder, SaveLend shall take reasonable action to obtain a refund of the funds so transferred in the payment transaction. SaveLend has the right to charge a specific fee for such services.

SaveLend is liable for deposits and incoming transfers as specified below in section 5.

#### **4.7 Responsibility regarding failed or improperly executed payment orders**

If the amount of the payment transaction is not transferred to the payment recipient's bank or the transaction fails otherwise despite the prerequisites therefore being fulfilled, then SaveLend shall, without unnecessary delay, repay the amount or restore the account balance to a position equivalent to what it would have been if the incorrectly executed transaction had not occurred. The account holder also has the right to compensation for fees and interest lost to them due to the failed or incorrect transaction execution, and they are not the cause therefore.

If the account holder has submitted incorrect information in the payment order, such as an incorrect account number, then SaveLend is not responsible for the failed or improperly executed payment transaction. However, on request of the account holder, SaveLend shall take reasonable action to obtain a refund of the funds so transferred in the payment. SaveLend has the right to charge a specific fee for such service.

Regardless whether SaveLend is liable as per the first paragraph above, SaveLend shall, as soon as possible after request from the account holder and at no added charge to the account holder, attempt to trace the payment transaction and notify the account holder of the results thereof.

#### **4.8 Unauthorized transactions**

##### **4.8.1 Repayment of an unauthorized transaction**

If an unauthorized transaction is executed from the account holder's account, the Account holder shall notify SaveLend as provided in paragraph 4.10 below. SaveLend shall restore the account to a position equivalent to what it would have been if the transaction had not been executed, unless otherwise provided in subparagraphs 4.8.2 to 4.8.4.

If SaveLend has repaid an amount to the account holder and SaveLend thereafter determines that the transaction was authorized or that the account holder did not have the right to such repayment, then the account holder is liable to reimburse the amount repaid. In such a case, SaveLend has the right to charge the account holder's account for the amount in question.

##### **4.8.2 Payment liability for unauthorized transactions (applies only to consumers)**

If unauthorized transactions from the account holder's account could be executed due to the account holder failing to protect their personal authorization function, then they are liable for the amount, though not for more than SEK 400.

If unauthorized transactions could be executed due to disregard of a responsibility provided in paragraph 4.2 through gross negligence, then the account holder is liable for the entire amount, though not more than SEK 12,000. If the account holder has acted with willful misconduct, they shall be liable for the entire amount.

Regardless of the above, the account holder is not liable for any amount charged to their account after the account holder has notified that their payment instrument provided by SaveLend shall be blocked. However, this does not apply if the Account holder has caused or contributed to the unauthorized transactions through fraudulent behavior.

The account holder shall be liable for the entire amount if they fail to notify SaveLend regarding the unauthorized transaction without unnecessary delay after obtaining knowledge of such unauthorized transaction (notification of claim) as provided in paragraph 4.10.

##### **4.8.3 Payment liability for unauthorized transactions (applies only to companies)**

If an unauthorized transaction is executed, the account holder shall submit a claim therefore as provided in paragraph 4.10 below. Unless otherwise required by this subparagraph, SaveLend shall repay the amount and restore the charged account to a

position equivalent to what it would have been if the unauthorized transaction had not been executed.

If SaveLend has repaid an amount to the account holder and SaveLend thereafter determines that the transaction was authorized or that the account holder did not have the right to such repayment, then the account holder is liable to reimburse the amount repaid. In such a case, SaveLend has the right to charge the account holder's account for the amount in question.

Where the unauthorized transaction was caused by the account holder or their representative through negligence in failing to perform their obligations under the contract or other contract terms referenced in these general terms and conditions, the customer shall be liable for the loss and SaveLend shall be held harmless. This shall apply even when strong customer authentication is not used when the transaction is initiated.

However, the account holder is not liable for loss due to unauthorized transactions executed after the account holder or their representative has notified that their payment instrument issued by SaveLend shall be blocked. However, this does not apply to where the account holder or their representative has acted fraudulently.

#### 4.8.4 Other authorized user

If another person than the account holder is authorized to use a payment instrument associated with the account holder's account, the account holder shall be responsible for unauthorized transactions from the account and which are executed with that other person's payment instrument, as if the account holder had acted on their own.

#### **4.9 Refusal to execute a payment order**

SaveLend may refuse to execute a payment order even when the prerequisites as described in paragraph 4.6 above are fulfilled if such action would conflict with currently applicable law. In such a case, SaveLend shall notify the account holder in this regard, and if possible state their grounds for such refusal, unless otherwise provided by law or measurements by the government. If such refusal to execute a payment order is based on reasonable grounds, SaveLend has the right to charge a separate fee for such notification.

Where SaveLend receives a payment order initiated through a third party and SaveLend determines this should not be executed, then SaveLend shall notify the account holder through the Brokerage platform.

#### **4.10 Claims**

The account holder shall obtain and review information regarding executed payment transactions as made available to them through account notices, withdrawal receipts, account statements, or otherwise as quickly as possible.

As soon as possible after obtaining knowledge of an unauthorized transaction, or a failed or incorrectly executed payment transaction, the account holder shall notify SaveLend to request corrections (notify of claim). However, notification to SaveLend may not be made later than 13 months after the billing date. When such a claim is made late, the account holder may not claim the error against SaveLend.

When making such a claim, the account holder shall first refer to the SaveLend customer service as presented at <https://savelend.se/investera/kundtjanst>. See also the Complaints, and Dispute resolution sections below.

The account holder shall also notify SaveLend as per this subparagraph (4.10) for unauthorized or incorrectly executed transactions initiated by a payment initiation service provider (third party).

### **5. PARTICULAR INFORMATION REGARDING DEPOSITS OR INCOMING TRANSFERS**

For deposits or incoming transfers to the account, SaveLend shall place the funds at the disposal of the account holder by crediting their account immediately after SaveLend has received the funds and information related to the deposit or transfer. Where information regarding the account is lacking or incorrect, SaveLend shall notify the account holder that the funds are available at SaveLend.

If the payer's bank can demonstrate that SaveLend has received the payment transaction, then SaveLend is liable to ensure the correct execution of the payment transaction. In such case SaveLend shall ensure the amount of the payment transaction is immediately made available to the account holder or credited to their account in a corresponding amount under the condition the account holder has claimed the transaction as provided in paragraph 4.10 above.

SaveLend has the right to recover the funds from the account if the deposit was made in error, as when the amount is credited to the wrong recipient or an incorrect excess amount is deposited.



## 6. OTHER

### 6.1 Information and technology

#### 6.1.1 Communication means and technical requirements

To use the brokerage platform, you must have an Internet connection. Such a connection requires that you have certain technical equipment such as a computer or mobile unit, and access to some type of operating system and a web browser. Information regarding the types of web browser required from time to time to have access to the Internet service may be obtained from customer support. The customer is responsible for their own access to requisite technical equipment and software for the Internet service at all times, and is liable for any connection costs.

#### 6.1.2 Information regarding executed payment transactions

Information regarding executed payment transactions to or from the payment account shall be made available when logged in to the brokerage platform. This information is provided on request to the account holder or is sent as specified in subparagraph 6.2.1. The account holder shall have the right at all times to request free of charge to receive such account statements by postal delivery, though not more than once monthly. SaveLend has the right to deny sending such account statements if no payment transactions were executed for the account during the specified period.

#### 6.1.3 Language

These general terms and conditions are presented in Swedish, English and Finnish. The Swedish terms and conditions shall prevail. The terms and conditions in force are available at [www.savelend.se](http://www.savelend.se). These terms and conditions can also be provided as the Account holder by contacting SaveLend at [info@savelend.se](mailto:info@savelend.se). Swedish and English are the languages used for contacts with the account holder.

## **6.2 Notifications**

### **6.2.1 General**

All notifications under the contract shall be in writing and sent by way of messenger, postal delivery, or email and shall be sent to the counterparty at the address specified in the contract or to a different address as that party has specified in writing. Any notifications sent shall be considered received as per the following: (i) Personal delivery - on delivery, (ii) by messenger - on delivery, (iii) by postal delivery - three working days after dispatch (iv) by email - on receipt by the email recipient with authorization to represent the party and who is specified in the contract between the parties. All notifications will be made to the contact details provided by the Account holder to SaveLend.

Any change of name, address, e-mail address, or phone number shall be notified to SaveLend immediately.

### **6.2.2 Notification of amendments to terms and conditions**

Notification of amendments to these terms and conditions shall be made to the Account holder's last specified e-mail address or to the Account holder on the Brokerage platform. The notification is considered to have been received by the Account holder as soon as the message is available.

### **6.2.3 Notification for unauthorized use and security risks**

SaveLend shall notify the account holder of unauthorized use or other security risks by phone, text, the Internet service, the Mobile service, or at [www.savelend.se](http://www.savelend.se). On such contact SaveLend shall never request sensitive information or codes related to the account holder's payment instrument, such as card details, login codes or signature credentials. When SaveLend does contact the account holder by phone or text, the account holder shall always call back to SaveLend at +46 (0)8 124 460 67 or other specified phone number presented at [www.savelend.se](http://www.savelend.se).

### **6.3 Amendment to the contract terms**

SaveLend has the right to amend the general terms and conditions and where applicable the pricing schedule without prior termination of the account contract. Such amendments shall be announced not less than two (2) months prior to them entering into force, if such amendments are of material importance to the Account holder and unless such amendment is made due to authority requirements or new legislation. Where the account holder does not approve the amendments, they have the right to immediately terminate the contract for the account or service affected by the amendment before these enter into force. Such amendments are considered approved by the account holder when they do not provide such notification.

The account holder always has the right to request and receive the latest version of these general terms and conditions free of charge.

### **6.4 Validity**

If any single provision in these general terms and conditions is found unenforceable, any such provision shall be modified and stated to the extent possible under applicable law in such a way that it is enforceable, and all other provisions shall remain valid. If the unenforceable provision cannot be amended or modified, then it shall be deleted from the contract and all other provisions in the contract shall remain valid.

### **6.5 Contract period, notice of termination and blocking**

These terms and conditions shall apply until further notice. The account holder has the right to terminate the contract in its entirety at any time.

SaveLend has the right to terminate the contract in its entirety with the following notice periods: (i) for consumer account holders two months; or (ii) for company account holders – one month.

SaveLend has the right to immediately stop or temporarily block the account holder's use of the account or payment service when:

(i) The account holder breached these general terms and conditions, the SaveLend general terms and conditions for the brokerage service, or other instructions or agreements that may apply to a specific account or service.

(ii) Reasonable grounds are present to assume that the account holder will not fulfill their payment obligations toward SaveLend.

(iii) The account holder has been dishonest toward SaveLend.

(iv) Suspected money laundering or terrorist financing, or the risk that SaveLend benefits such criminal activity in any way through providing the Payment service and Payment account.

(v) SaveLend has assessed the presence of suspicion that the account or any service is used or will be used for or in connection with criminal activity, or otherwise in contravention of applicable laws or otherwise in such a manner as to cause harm to SaveLend or other persons.

(vi) No transactions have been executed on the Payment account within the last 24 months.

Notice of termination shall be in writing.

### **6.6 Limitation of liability for SaveLend**

SaveLend is not liable for loss due to Swedish legislative act, act of a Swedish authority, war or hostilities, strike, blockade, boycott, lockout, pandemic, or other similar circumstance beyond the control of SaveLend. The provision regarding strikes, blockades, boycotts and lockouts shall also apply should SaveLend be the object of or take such action. Losses incurred under other circumstances shall not be compensated by SaveLend if they have acted with ordinary care.

Regarding execution of payment services, the first paragraph, SaveLend shall not be liable for exceptional or unpredictable circumstances that SaveLend has no influence over for which the consequences thereof were impossible for SaveLend to predict or avert despite all efforts.

SaveLend is not liable in any case for indirect loss unless that loss was caused by the gross negligence of SaveLend.

Should SaveLend be prevented from executing payments or taking other actions due to circumstances specified above, such action may be delayed until the cause for such delay has ceased.

### **6.7 Personal data**

In approving these general terms and conditions, SaveLend collects and processes your personal data. All personal data processing is conducted in accordance with applicable laws for data protection. We strongly recommend that you, as account holder, read and understand our personal data policy (published at the following link, Section 2: <https://savelend.se/investera/villkor>) before you use our services. Further information regarding the personal data processor current from time to time is published at: <https://savelend.se/investera/privacy>.

SaveLend is the personal data controller to the processing of personal data involved. If you have questions regarding personal data processing by SaveLend you may address our data protection officer whose contact data is:

Email: [dpo@savelend.se](mailto:dpo@savelend.se)

By postal delivery: SBL Payments AB, Att: Data protection officer, Kammakargatan 7, 111 40 Stockholm.

You also have the right at all times to contact the SaveLend Complaints Manager (see paragraph 6.8 below) or the Swedish Authority for Privacy Protection regarding any complaints relating to the processing of personal data.

## **6.8 Complaints**

Complaints regarding the services SaveLend provides should first be addressed to SaveLend at the contact information published at <https://savelend.se/kundtjanst>.

If the account holder is not satisfied thereafter you may address the complaints officer at SBL Payments AB, Att: Complaints officer, Kammakargatan 7, 114 40 Stockholm, or by e-mail to [info@savelend.se](mailto:info@savelend.se), by entering "Att: Complaints officer" in the subject line.

SaveLend can respond to account holder complaints verbally, as by telephone, or by email or postal delivery.

Swedish customers may also obtain answers and information regarding payment services and complaints from the Konsumenternas Bank och finansbyrå (independent consumer advocate organization in Sweden) or where appropriate, a local municipal consumer protection agency.

Konsumenternas Bank- och Finansbyrå och  
Konsumenternas Försäkringsbyrå  
Box 24215  
104 51 Stockholm  
Telefon: 0200-22 58 00

Finnish customers who is of the opinion that SaveLend has performed their Payment services in violation of applicable law can report this to the authority that exercises supervision over SaveLend: Finansinspektionen, Box 7821, 103 97 Stockholm, telephone 08-408 980 00, [finansinspektionen@fi.se](mailto:finansinspektionen@fi.se).

## **6.9 Dispute resolution**

Swedish law shall apply to disputes arising from this contract and the first instance shall be the Stockholm District Court. If the account holder is a consumer, then any claim shall be filed in the local district court for their place of domicile.

For Swedish customers, in case of dispute with SaveLend, the account holder may submit their claim to the National Board of Consumer Disputes (ARN, Allmänna reklamationsnämnden) which is a board for alternative dispute resolution. Address: ARN, Box 174, 101 23 Stockholm. The ARN website has the address: [www.arn.se](http://www.arn.se). Any claim with the ARN shall be in writing. Certain time and value limits apply to whether the ARN may consider a matter. SaveLend agrees to participate in dispute resolution under ARN's authority.

For Finnish customers, in the event of a dispute with SaveLend regarding these terms and conditions, the Account holder can turn to the Consumer Disputes Board or equivalent body in Finland.

2024-07-03