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## 1. General

The services used with access codes (hereinafter referred to as 'eService') is a service package provided by Nordea Finance Finland Ltd (hereinafter 'Finance') for its consumer customers, which includes services offered by other service providers belonging to the same group with Nordea Bank Abp and by third parties (hereinafter 'other service providers').

In these terms and conditions, a customer is considered to be a natural person who concludes an agreement primarily for purposes other than his or her business activity.

The precondition for the adoption of eService is that the customer has identification data approved by Nordea for this purpose granted by his or her own bank (other than Nordea Bank Abp).

These terms and conditions shall be applied in addition to the credit account terms, card agreement, terms and conditions, product descriptions, manuals and instructions and service-specific agreement terms and conditions. Where other agreement terms and conditions, product descriptions or instructions are in conflict with these terms and conditions, these terms shall take precedence, unless otherwise expressly stated. The customer undertakes to comply with the agreement terms and conditions and instructions of other service providers as well when both using services offered by other service providers and concluding an agreement with other service providers via eService.

'Payment initiation service' refers to a service in which a service provider registered as a payment institution initiates a payment order at the payer's request through a technical interface approved by Nordea Bank Abp (the 'bank') from a payment account held in the payer's bank or in Nordea Finance that is accessible online as agreed with the customer.

'Account information service' refers to a service provided by a service provider other than the bank in which information on a payment account accessible online as agreed with the account holder is retrieved at the account holder's request through a registered service provider via a technical interface approved by the bank.

The customer receives the agreement terms and conditions from eService free of charge during the agreement relationship. These terms and conditions are available in Finnish, Swedish and English. In case there are differences between the different language versions, the Finnish version shall prevail. Netbank service includes the payment account e-service feature.

## 2. Service content

Finance defines the services offered in eService. Finance states the content of eService in the instructions and product specification. Finance is entitled to change the selection, functions and content of the service.

Finance has specified on its website ([nordearahoitus.fi](http://nordearahoitus.fi)) the minimum requirements for the technical qualities of the means of distance communications required by the use of eService.

## 3. Identification in eService

In order to use the services, a customer identifies himself or herself by giving Finance his or her identification data when logging in to eService. After having logged in to eService with the identification

data, the customer may not give any third-party access to the opened connection.

When the identification data is entered in the manner required by eService, it corresponds to the customer's signature. All payments, orders, applications, agreements and other declarations of intent and messages that have been made by using the customer's identification data are binding on the customer or the party represented by the customer after Finance has received the customer's identification data in the manner required by eService.

## 4. Customer's liability in using identification data in eService

If identification data has been used unlawfully in eService, the customer is liable for damage arisen from the unlawful use of the identification data and undertakings made with the identification data, if:

- (1) the customer has disclosed identification data to a third party;
- (2) loss of the identification data, its unlawful fall into the possession of a third party or its unlawful use is due to the customer's negligence or to the fact that the customer has neglected his or her obligations subject to these terms and conditions;

or

- (3) the customer has neglected to notify the bank or the blocking service in the above manner of a loss of the identification data, its unlawful fall into the possession of a third party or its unlawful use without undue delay after having noticed it.

In the case referred to in sub-clause 1 above, the customer is fully liable for any damage arisen from the unlawful use of the identification data and in the cases referred to above in sub-clauses 2 and 3 up to 50 euros at maximum. The customer is always, however, fully liable for damage if he or she has acted wilfully or with gross negligence.

Notwithstanding what is said above, the customer is fully liable for any unlawful use of identification data in eService if he or she has intentionally made a false notification or otherwise acted fraudulently.

## 5. Service fees

Finance debits the fees for using the services, subject to the currently valid eService tariff or as otherwise notified to the customer, to the customer's credit account. The prices of the services offered in eService may differ from those of services offered in another manner.

The eService tariff is published in eService.

## 6. Hardware, software and data communications

Finance has the right to interrupt the provision of the service if the hardware, software or data communications used by the customer endanger the security of the service. Finance does not guarantee that the services can be used with the customer's hardware. Finance is responsible for the proper arrangement of data security with regard to its data system. Finance is responsible for ensuring the data security of its data system.

## 7. Credit cards and credit accounts linked to eService

Finance defines the credit cards and credit accounts and the functions and services related to them that can be linked to eService.

The credit account terms and conditions are applied to providing credit account information retrieved through an account information service.

## 8. Transfers to own account

Finance executes the payment orders given to it via eService by debiting the payment amount to the customer's credit account and by crediting it to the account designated by the customer in the eService agreement.

Finance is entitled to determine the payment types that can be used via eService. Finance can specify an upper limit and a lower limit for the payments transmitted via eService.

For security reasons, Finance can request an additional confirmation for a payment order given by the customer via eService. The additional confirmation is part of the payment order, and the payment order is considered to have been given to Finance only after Finance has received the additional confirmation from the customer as required by the instructions. Finance gives further information in connection with a payment requiring additional confirmation and in the instructions concerning eService.

In executing orders, including orders made through the account information service, Nordea's general terms and conditions for payment transmission (Nordea's general terms for euro-denominated payments transmitted within the Single Euro Payments Area) are followed.

The customer ensures that the credit account to be debited has sufficient balance to cover the payments. Finance may not transfer a payment if the credit account lacks sufficient balance, the information in the payment order is insufficient, the payment amount exceeds the maximum limit or falls short of the minimum limit set for transferable payments or the payment is otherwise unsuitable for transfer via eService. Finance is not liable for any loss or damage incurred by the customer for this reason. Finance notifies the customer in eService if the payment is not transferred for any of the above-mentioned reasons unless the notification has been prohibited by law.

The customer is informed of a transfer made on an invoice or account statement. Payment transactions can also be monitored in eService. Invoices, account statements and other possible receipts are delivered to the customer in the manner laid down in the credit account agreement or in some other manner agreed on service by service.

## 9. Credit services

In eService customers can make, for example, certain applications regarding credits or other financing and loan or financing agreements with Finance. Customers sign the applications and agreements made in eService and other undertakings with their identification data. The use of the customer's identification data corresponds to the customer's signature, and undertakings made in this way are binding on the customer as described in clause 3 above.

A credit or financing agreement is concluded once Finance or some other service provider has accepted the application filed by the customer unless otherwise notified. If a credit or financing decision is conditional and the entry into force of the decision requires surrendering documents into Finance's or some other service provider's possession, an agreement is concluded once the customer has surrendered the required documents. The terms and

conditions of a loan or financing agreement made in eService and the related decision can be communicated to the customer in eService.

## 10. Available service times

eService is available to customers 24 hours a day, seven days a week, except during breaks caused by maintenance, updating or servicing, or disturbances or other such reasons. Finance does not guarantee its customers uninterrupted access to eService. For well-grounded reasons, Finance may restrict the availability of eService by notifying its customers accordingly in the service. Finance seeks to make the notification well in advance. However, Finance is not obliged to notify its customer in advance of temporary interruptions in eService or the individual services included in it.

The services may be available at specific times that are primary. These specific times are reported in eService. The orders given and applications made in eService must follow the time limits applicable to them.

Unless otherwise agreed, Finance's liability to process an order or application starts, at the earliest, when it has been received and accepted in Finance's data system. Finance reserves a reasonable processing time for providing the services. Finance does not guarantee that the orders or applications are processed in real time.

## 11. Customer mail

Customer mail in eService (in eService "Mail") is meant for communication between Finance and the customer. Finance can receive the customer's declarations of intent via the customer mail in situations defined by it. Finance is not obliged, however, to process or execute orders the customer has given in a customer mail message. Finance's customer service processes the customer mail messages within a reasonable time of the arrival of the messages and within the currently applied opening hours of the customer service. The messages sent from the customer mail function are not monitored in real time, and in urgent cases the customer must contact Finance's Customer Service.

Finance stores the customer mail messages in eService for a notified period of time.

## 12. Authentication of information and responsibility for given information

The time of making and contents of an order, an agreement or an application and other matters related to the service are authenticated from the data systems maintained by Finance or some other relevant service provider.

The customer is responsible for the correctness of the information he or she gives and all damage that may arise from the customer giving incorrect or incomplete information to Finance. Orders are executed and applications are processed on the basis of the information given. Orders delivered to Finance through a payment initiation service, an account information service or another service provider are executed with the same content as they have been received by Finance.

Finance is not obliged to check or supplement the information given.

Finance or a corporation belonging to the same group with it has the right to save the information on the customer's contacts or banking matters in its data systems.

## 13. Processing personal data

Acting as a controller, Nordea Finance Finland processes personal data when it delivers products and services agreed on by the parties. In addition, Nordea Finance Finland processes personal data in other situations if compliance with the laws and other regulations so requires. Detailed information on the processing of personal data at

Nordea Finance Finland can be obtained from Nordea's privacy policy, which is available on Nordea's and Nordea Finance Finland's websites. You can also obtain the privacy policy by contacting Nordea Finance Finland. The privacy policy includes information on the rights related to the processing of personal data, such as the rights to access information, to rectify information and to transfer information from one system to another.

Nordea Finance Finland is entitled to acquire information concerning the customer from a company based in Finland or abroad which belongs to the same group or economic interest consortium at any given time. Nordea Finance Finland is also entitled to disclose personal data to the aforementioned companies.

Identification data and other personal data can be used for the purpose of preventing, investigating and uncovering money laundering and terrorist financing, and for raising an official investigation into the money laundering, terrorist financing and the crime with which the property or the criminal benefit related to money laundering or terrorist financing was obtained.

Customer's personal data can be used for the opening of an eService and when filling in applications or making agreements regarding services in the eService. The credit information is obtained from Suomen Asiakastieto Oy's credit information register.

By using the eService, the customer explicitly consents to Nordea Finance Finland processing data that is necessary for providing the service.

#### **14. Customer's complaints**

Any complaints or claims to Finance about a service provided by Finance or orders made to Finance are to be made in writing or as a customer mail message included in eService without delay and within ninety (90) calendar days from the transaction date unless the customer and Finance have agreed otherwise on the period of complaint or unless otherwise provided by imperative legislation.

The procedure for complaints concerning payment initiation and account information services is determined in the service-specific terms and conditions.

#### **15. Right of withdrawal**

A right of withdrawal may be connected with agreements made by a consumer in eService. Product-specific information or the terms and conditions of a product state whether a right of withdrawal exists or not. The following terms and conditions apply unless otherwise stated on the right of withdrawal or its exertion in the product-specific information or terms and conditions.

If the right of withdrawal is exerted, the customer is entitled to withdraw from an agreement concluded in eService by notifying Finance, which is a contracting party, or some other service provider of it within fourteen (14) days from the conclusion of the agreement.

The notice of withdrawal can be made in the customer mail in eService or by letter. The notice of withdrawal must specify the agreement and include at least the following information: the customer's name, personal identity number, information on the agreement to be withdrawn from and the customer's signature. When the customer withdraws from an agreement, Finance or some other service provider has the right to collect compensation for a service provided as stated in the product-specific description. Payments and other property received by virtue of the agreement must be refunded within thirty (30) days of sending the notice of withdrawal at the risk of the withdrawal otherwise becoming void.

The right of withdrawal does not exist if the transactions made through a means of distance communication are based on an existing agreement, or if the agreement has been fulfilled at the specific request of the customer before the end of the period of

withdrawal. The right of withdrawal does not exist in connection with amendments to the agreement.

#### **16. Copyright and trademarks**

The copyrights and trademarks related to eService belong to Finance or a third party. All copyrights and rights to trademarks are reserved.

The customer using eService undertakes not to publish, copy or forward information included in the services, without the copyright holder's written consent, electronically or by using other means of communication.

#### **17. Finance's right to suspend use of eService**

Finance has the right to immediately interrupt access to eService in full or in part or not to execute an order or not to process an application given to it if the customer uses the service against its purpose, fails to comply with the terms and conditions of the service, for a reason attributable to the law or other authoritative order, or if the customer is declared bankrupt, undergoes corporate restructuring proceedings, is placed in liquidation, applies for composition proceedings or suspends payments, or whenever Finance has grounded reason to suspect use of the services in activities which are in breach of the law, or if use of the services may lead to any loss, damage or risk of loss or damage to Finance, other service provider or a third party.

#### **18. Finance's limitations of liability**

Finance is not liable for any consequential or indirect loss or damage due to disturbances or errors in the service such as Finance's erroneous conduct or subsequent measures leading to loss of income, damage due to other contractual obligation or other similar damage.

Finance is, however, liable for consequential or indirect loss caused by its negligence when the case involves a procedure against the obligations laid down in the payment services act and Finance and the customer have not agreed otherwise on the meeting of the obligation. Nevertheless, Finance is not liable for consequential or indirect loss caused by an error or negligence in the execution of a payment order. 'Payment order' refers to an order to execute a payment transaction given by a customer or a payee to his or her bank.

Customers are not entitled to any compensation solely due to the termination of this agreement or interruption of the service if the service has been interrupted in circumstances specified under clause 10 or 17.

Finance is not liable for the operations, services or products of other service providers. As regards payment initiation and account information services, the liability is determined in the service-specific terms and conditions.

Finance is not liable for any loss arising due to force majeure or similar undue disruption of Finance's operations arisen for a similar reason. Such impediment discharging from liability can include:

- action taken by the authorities,
- war or threat of war, insurrection or civil unrest,
- disruption of postal services, automatic data processing, data transfer, and other telecommunications or electric power transmission beyond Finance's control,
- interruption or delay in Finance's operations caused by a fire or other similar incident,

- industrial action such as strike, lockout, boycott and blockade, regardless of whether Finance is involved in it or not.

Force majeure or other circumstance as described above entitles Finance to discontinue providing the service until further notice.

## **19. Notifications between Finance and the customer**

Finance sends the notifications regarding these terms and conditions as a message included in eService or in writing. The customer is considered to have received the notification on the seventh (7<sup>th</sup>) day after the date it was sent at the latest.

The customer sends notifications concerning these terms and conditions to Finance in writing or in another manner agreed separately. Finance is considered to have received the notification on the seventh (7<sup>th</sup>) day after the date it was sent at the latest. Finance may also issue notifications concerning the security of a payment service on its website.

The customer may communicate with Finance in Finnish or Swedish. If a customer wants to use a language other than Finnish or Swedish, he or she acquires and pays for the cost of any interpretation service that he or she may need.

## **20. The right of Finance to amend the agreement terms and to revise the tariff**

Finance is entitled to amend this agreement, the specific agreement terms regarding the services, and to revise the tariff and other charges, if any.

Finance notifies customers of amendments to the terms and conditions or changes to the tariff in a message included in eService or in writing. The amendment becomes effective as of the date announced by Finance; however, two (2) months from providing the notification at the earliest.

The customer is considered to have accepted the amendment and the agreement continues to be in force in the amended form, unless the customer informs Finance in writing, or electronically in a manner agreed separately, by the announced effective date of the amendments that the customer opposes the amendment. The customer has the right to give immediate notice of termination on this agreement until the announced effective date of the amendments or before the announced effective date of the amendments. When the agreement is terminated, Finance is entitled to terminate providing eService with immediate effect.

## **21. Entry into force, validity and termination of the agreement**

The agreement on Finance's eServices used with access codes enters into force when Finance has approved the application signed by the customer with his or her access codes. The agreement will be valid until further notice, unless otherwise agreed. Using the service requires that the customer's credit account and credit card linked to the service are valid.

The customer is entitled to terminate the agreement in writing with immediate effect without a period of notice. Finance reserves a reasonable time for closing the service. If the customer has paid costs for eService in advance, Finance refunds them insofar as they concern time subsequent to closing the service.

The customer is liable for orders made via the service also after the termination of the agreement. Finance is entitled to complete orders unless they are cancelled separately in accordance with the terms and conditions applicable to each service.

Finance has the right to terminate the agreement to end after two (2) months from giving notice. The customer is notified of the termination in a message included in eService or in writing.

Finance is entitled to withdraw from the agreement if the customer has materially breached his or her contractual obligations. The customer is notified of the withdrawal of the agreement in writing.

The terms and conditions related to the services on the giving notice on and withdrawal from the agreement are defined in the terms and conditions of the services in question.

## **22. Assignment of the agreement**

Finance is entitled to assign Finance's rights and obligations under the agreement to a third party. Should Finance merge or demerge or assign all or part of its business, all rights and obligations based on the agreement between the customer and Finance remain in force vis-à-vis the receiver of the business.

The customer may not assign its rights or obligations under the agreement to any third party.

## **23. Customer advice service and out-of-court redress mechanisms**

In matters related to these terms and conditions, the customer must always first contact Finance.

The customer can submit disputes concerning these terms and conditions to the Finnish Financial Ombudsman Bureau (FINE, fine.fi) or the Banking Complaints Board operating under it; the customer can also submit a dispute to the Consumer Disputes Board (KRIL, kuluttajariita.fi). A payment service user can report Finance's conduct to the Financial Supervisory Authority (finanssivalvonta.fi).

## **24. Applicable law and settlement of disputes**

This agreement is governed by Finnish law.

Any disputes arising from this agreement are settled in the District Court of Helsinki or in the district court of the Finnish municipality in the jurisdiction of which the customer is domiciled or permanently resident. If the customer does not domicile in Finland, disputes concerning this agreement are settled in the District Court of Helsinki.