

General agreement terms and conditions for Nordea Finance's OmaLuotto service used with online banking codes 1 (4)

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1. General

The services used with online banking codes (hereinafter referred to as the 'OmaLuotto service') comprise 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'). The OmaLuotto service includes the payment account e-service feature. In these terms and conditions, a customer is considered to be a natural person who concludes an agreement primarily for purposes other than the line of business they are engaged in.

The precondition for the adoption of the OmaLuotto service is that the customer has authentication details granted by their bank and approved by Nordea for this purpose.

These terms and conditions shall apply in addition to the credit account terms, card agreement terms and conditions, product descriptions, manuals and instructions and service-specific agreement terms and conditions. In so far as other agreement terms and conditions, product descriptions or instructions are in conflict with these terms and conditions, these terms and conditions shall take precedence, unless otherwise expressly stated. The customer also undertakes to comply with the agreement terms and instructions of other service providers when using services offered by another service provider and concluding an agreement with another service provider via the OmaLuotto service.

'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 via a technical interface 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 is entitled to obtain the general agreement terms and conditions for the OmaLuotto service free of charge from the OmaLuotto service or another digital service approved by Finance or in writing during the contractual relationship.

These terms and conditions are available in Finnish, Swedish and English. If there are differences between the language versions, the Finnish terms and conditions shall take precedence.

2. Contents of the service

Finance defines the services offered in the OmaLuotto service. Finance announces the contents of the OmaLuotto service on its website (nordearahoitus.fi).

Finance is entitled to make changes to the selection, functions and contents of the services.

Finance has specified on its website (nordearahoitus.fi) the minimum requirements for the technical qualities of the means of distance communications required by the use of the OmaLuotto service.

3. Authentication in the OmaLuotto service

In order to use the services, the customer authenticates themselves by giving Finance their authentication details when logging in to the OmaLuotto service.

After having logged in to the OmaLuotto Service with their authentication details, the customer may not give access to the opened connection to any third party.

When the authentication details are entered in the manner required by the OmaLuotto service, they correspond to the customer's signature. All payments, instructions, orders, application forms, agreements and other declarations of intent and messages submitted by the customer using their authentication details are binding on the customer or the customer's representative after Finance has received the customer's authentication details in the manner required by the OmaLuotto service.

4. Customer's liability in using authentication details in the OmaLuotto service

If authentication details have been used unlawfully in the OmaLuotto service, the customer is liable for any damage arisen from the unlawful use of the authentication details and undertakings made with the authentication details, if:

(1) the customer has disclosed their authentication details to a third

party;

(2) the loss of the authentication details, their falling illegally into the possession of a third party or becoming illegally known by a third party, or their unauthorised use has resulted from the customer's negligence or the customer has neglected their obligations under these terms and conditions;

or

(3) the customer has neglected their duty to inform the Bank or the blocking service in the manner described above of the loss of the authentication details, of their falling unlawfully into the possession of a third party or of their unauthorised use without undue delay after having detected it.

In the first case referred to in paragraph 1 above, the customer is liable for the damage caused by the unlawful use of the authentication details in full and in the cases referred to in paragraphs 2–3 above up to a maximum sum of 50 euros. However, the customer is always liable for the damage in full if they have acted intentionally or out of gross negligence.

Notwithstanding what is said above, the customer is fully liable for any unlawful use of the authentication details in the OmaLuotto service if they have intentionally made a false notification or otherwise acted fraudulently.

5. Tariff

Finance debits from the customer's credit account the fees for the use of the services in accordance with the currently valid credit account terms and conditions or service fees otherwise notified to the customer.

The tariff is available on Finance's website (nordearahoitus.fi).

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 run on the customer's hardware. Finance is responsible for the due protection of the data security of its data systems.

7. Credit cards and credit accounts linked to the OmaLuotto service

Finance determines the products that can be linked to the OmaLuotto service and the functions and services related to them. The credit account terms and conditions shall be applied to the provision of credit account information retrieved through an account information service.

8. Transfers to customer's own account

Finance executes the payment orders submitted to it in the OmaLuotto service by debiting the payment amount to the customer's credit account and by crediting it to the account designated by the customer in the OmaLuotto service.

Finance is entitled to determine the payment types that can be used in the OmaLuotto service.

Finance can specify an upper limit and a lower limit for the payments transmitted via the OmaLuotto service. For security reasons, Finance can request an additional confirmation for a payment order submitted by the customer in the OmaLuotto service. 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 in accordance with the instructions. Finance gives further information on this in connection with a payment requiring additional confirmation and in the instructions concerning the OmaLuotto service.

In executing orders, including orders made through an 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) shall apply. The customer is liable to ensure 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 incomplete, 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 the OmaLuotto service. Finance is not liable for any loss or damage incurred by the customer for this reason. Finance notifies the customer in the OmaLuotto service if the payment is not transferred for any of the aforementioned reasons unless the notification is prohibited by law. The customer is informed of a transfer made on an invoice or account statement. The OmaLuotto service can also be used to monitor payment transactions. Invoices, account statements and any other receipts are delivered to the customer in a manner laid down in

the credit account agreement or in some other manner agreed on for each service separately.

9. Credit services

In the OmaLuotto service, the customer can submit certain credit applications or apply for other types of finance or services as well as conclude credit, financing or service agreements. The customer signs the applications, agreements and other undertakings made in the OmaLuotto service by entering their authentication details. When the customer enters their authentication details, they correspond to the customer's signature. Any undertakings confirmed in this manner are deemed binding on the customer as laid down in clause 3 of these terms and conditions.

A credit, financing or service agreement is concluded once Finance or another service provider has accepted the application submitted 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 another service provider's possession, an agreement is concluded once the customer has surrendered the required documents. The terms and conditions of a credit or financing agreement concluded in the OmaLuotto service and the related decision can be given for the customer's information in the OmaLuotto service or another digital service designated by Finance.

10. Availability of the services

The OmaLuotto service is available to customers 24 hours a day, seven days a week, with the exception of breaks caused by servicing, system updates, maintenance, disturbances or other similar reasons. Finance does not guarantee its customers uninterrupted access to the OmaLuotto service. For well-grounded reasons, Finance may restrict the availability of the OmaLuotto service by notifying its customers thereof in the OmaLuotto service or on Finance's website. Finance seeks to make the notification well in advance. However, Finance is not obliged to notify its customer in advance of temporary interruptions in the OmaLuotto service or the individual services included in it.

Certain services may have specific access times, which are primary. Customers will be notified of the specific access times in the OmaLuotto service. Orders and applications should be submitted in the OmaLuotto service within the specified time limits.

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

11. Customer mail

The customer mail function in the OmaLuotto service is intended for the communication between Finance and the customer. Finance can receive the customer's declarations of intent and other messages 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 customer mail messages within a reasonable time of the arrival of the messages and within the currently valid opening hours of the customer service. The messages sent via the customer mail function are not read in real time, and in urgent cases the customer should contact Finance's customer service.

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

12. Verification of information and responsibility for the information provided

The date and contents of an order, agreement or application and other matters related to the service are verified in the data systems maintained by Finance or another relevant service provider.

The customer is responsible for the correctness of the information they provide, and any damage that may arise from the customer having provided incorrect or incomplete information to Finance. Orders are executed and applications processed on the basis of the information provided. 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 provided.

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

13. Use of personal data

Finance processes personal data in compliance with the Finnish Personal Data Act and legislation governing credit institutions and

ensures otherwise that the privacy protection and bank secrecy are complied with when processing personal data. Personal data is processed for tending to the services and operations of Finance or a corporation belonging to the same group with it. Information is collected from persons registered in the Bank's customer register or their representatives, from public registers kept by the authorities, credit information registers or from other reliable sources. Finance also uses its customer register for direct marketing to its customers. The customer has the right to stop their information being used for direct marketing. Bank secrecy limits the surrender of data possessed by Finance to a third party without the consent of the person whom the data concerns or if the law does not require it. The personal data file, as referred to in the Finnish Personal Data Act, is available at Finance's places of business and on its website. The customer's personal data can be used for the opening of the OmaLuotto service and when filling in applications or concluding agreements regarding services included in the OmaLuotto service. Credit information is obtained from Suomen Asiakastieto Oy's credit information register. In accordance with currently valid legislation, the customer's information can be disclosed, for example, to companies situated in Finland or abroad that currently belong to the same domestic or foreign group or economic consortium with Finance or to companies which are legally in such a position that information can be disclosed to them.

By using the OmaLuotto service, the customer explicitly consents to Finance processing data that is necessary for the provision of the service.

14. Customer's complaints

Any complaints or claims to Finance about a service offered or orders executed by Finance are to be made in writing without delay and no later than 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 rescission

A right of rescission may apply to agreements concluded by the consumer in the OmaLuotto service. The right of rescission is stated in the product-specific details or the terms and conditions of the product. If the product-specific details or terms and conditions of the product do not state a right of rescission and/or otherwise specify the exercise of such a right, the following terms and conditions shall apply.

If the right of rescission is applied, the consumer is entitled to rescind an agreement concluded in the OmaLuotto service by notifying the contracting party, i.e. Finance or another service provider, of it within 14 days from the conclusion of the agreement. The notice of rescission can be made in writing in manners specified in the credit account terms and conditions. The notice of rescission must specify the agreement and include at least the following information: customer's name, personal identity number, information on the agreement to be rescinded and customer's signature. When the customer rescinds an agreement, Finance or another service provider has the right to collect compensation for the service provided as stated in the product-specific description. Any payments or other funds the customer has received based on the agreement must be returned within 30 days from sending the notice of rescission at the risk of the rescission becoming void.

The right of rescission 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 performed at the specific request of the customer before the end of the rescission period. Similarly, the right of rescission does not exist in connection with amendments to the agreement.

16. Copyright and trademarks

The copyrights and trademarks related to the OmaLuotto service belong to Finance or a third party. All copyrights and all rights to trademarks have been reserved.

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

17. Finance's right to interrupt access to the OmaLuotto service

Finance has the right to immediately interrupt access to the OmaLuotto service in full or in part or not to execute an order or not to process an application submitted to it if the customer uses the service against its purpose or 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 a justified reason to suspect that the service is used illicitly or in a way that lead to damage or a risk of damage to Finance, other service provider or a third party. Finance may prevent the use of a payment initiation service or an account information service for a statutory reason.

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 infringements by Finance or subsequent measures leading to loss of income, damage due to another 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 Finnish 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 damage caused by an error or negligence in the execution of a payment order. 'Payment order' refers to an order given by a customer or a payee to their bank to execute a payment transaction.

Customers are not entitled to any compensation solely due to the termination of this agreement or interruption of this service if the service has been interrupted under the circumstances specified in 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 damage arising from unreasonable difficulties in its operations due to a force majeure or similar event. Examples of such impediments potentially relieving Finance from liability include:

- action taken by the authorities;
- war or threat of war, insurrection or civil unrest;
- failure in postal delivery, automatic data processing, data transmission and other electronic communications or electricity supply beyond Finance's control;
- interruption or delay in Finance's operations caused by a fire or other accident;
- industrial action such as strike, lockout, boycott and blockade, regardless of whether Finance is involved or not.

A force majeure or any other of the above circumstances entitles Finance to interrupt the provision of the service until further notice.

19. Notifications between Finance and the customer

Finance may send notifications regarding these terms and conditions via a digital service approved by it or in writing. The customer is considered to have received the notification no later than on the seventh (7th) day after it was sent. Finance may also issue notifications concerning the security of a payment service on its website.

The customer may send notifications concerning these terms and conditions to Finance in writing, via another digital channel approved by Finance or in another manner agreed on separately. Finance is considered to have received the notification no later than on the seventh day (7th) after it was sent.

The customer may communicate with Finance in Finnish or Swedish. If the customer wishes to communicate in another language, they are responsible for acquiring the necessary interpretation service and for the costs arising from it.

20. Finance's right to amend the agreement terms and conditions and revise the tariff

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

Finance shall notify the customer of amendments to the terms and conditions or revisions to the tariff in accordance with the terms and conditions applicable to the credit account. The amendment becomes effective as of the date announced by Finance, but no earlier than two (2) months from the date of the notification.

The customer is considered to have accepted the amendment and the agreement continues subject to the amended terms and conditions, unless the customer informs Finance in writing, or in a digital manner agreed on separately, by the announced effective date of the amendments that the customer is opposed to the amendment. The customer has the right to terminate this agreement with immediate effect 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 the provision of the OmaLuotto service with immediate effect.

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

The agreement on the OmaLuotto service used with online banking codes will enter into force once the customer has logged in to the service using their online banking codes and accepted the general terms and conditions for the OmaLuotto service. The agreement is valid until further notice unless otherwise agreed on. Using the service requires that the customer's credit account and credit card linked to the service are valid and that there are no other obstacles defined by Finance that would prevent the use of the service.

The customer may terminate the agreement in a digital service approved by Finance or in writing, effective immediately, without a period of notice. Finance reserves a reasonable time for closing the service. If the customer has paid any costs for the OmaLuotto service in advance, Finance shall refund them as far as they concern time subsequent to closing the service.

Responsibility for orders submitted through the service remains with the customer even after the agreement has been terminated.

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 within two (2) months from giving notice. The customer is notified of the termination in the OmaLuotto service, in another digital service approved by Finance or in writing.

Finance is entitled to rescind the agreement if the customer has materially breached their contractual obligations. The customer is notified of the rescission of the agreement in writing.

The terms and conditions related to the services on the giving notice on and rescission of 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 under the agreement between the customer and Finance remain in force vis-à-vis the assignee of the business.

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

23. Customer advisory service and out-of-court legal redress

In matters related to these terms and conditions, the customer must always primarily 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 may also refer to the Consumer Disputes Board (KRIL, kuluttajariita.fi) any dispute concerning these terms and conditions. A payment service user can report Finance's conduct to the Financial Supervisory Authority (www.finanssivalvonta.fi).

24. Applicable law and settlement of disputes

This agreement is governed by Finnish law.

Any disputes arising from this agreement will be settled in the Helsinki District Court 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 will be settled in the Helsinki District Court.