

In addition to Nordea Bank Abp's (the 'bank') card terms and the General terms and conditions for euro-denominated payments transmitted within the Single Euro Payments Area, the following terms are applied to this credit:

## 1. Creditor

Name	Nordea Finance Finland Ltd
Domicile	Helsinki
Address	Aleksis Kiven katu 9, FI-00020 NORDEA
Business Identity Code	0112305-3
Internet	nordearahoitus.fi

The Ministry of Finance has granted Nordea Finance Finland Ltd a licence of a credit institution. Nordea Finance Finland Ltd is engaged in activities referred to in the Act on Credit Institutions.

## 2. Definitions

**2.1 In the calculation of the annual percentage rate of charge, credit costs** refer to the total amount of interest, expenses and other charges payable by the borrower as a result of the credit relationship and known to the creditor. When calculating the maximum sum of credit costs, credit costs are defined as in clause 14.

**2.2 Annual percentage rate of charge (APR)** refers to the interest rate obtained by calculating the credit costs as an annual interest rate on the credit amount, with the amortisations taken into account.

**2.3 Distance selling** refers to a situation when an agreement on a service is made using a means of distance selling so that the customer does not meet in person a representative of the creditor when concluding the agreement. It is not considered distance selling if the customer's transaction made using remote communication device relates to an existing agreement.

**2.4 A Politically Exposed Person (PEP)** who during the past year has held or is currently holding a public position such as the head of state, a minister, member of parliament, member of a political party's administrative body, member of the highest courts of justice, member of the supreme decision-making body auditing the state's treasury, manager, vice-manager or member of the board of an international entity, member of the central bank's board, ambassador or chargé d'affaires or an officer of a body of generals, or who holds or has during the past year held a leading position in a company wholly owned by the state.

The next-of-kin (spouse, children and their spouses, parents) of a Politically Exposed Person and the close business associates of such persons are also Politically Exposed Persons.

**2.5 Account information service** refers to a service provided by a service provider other than Nordea in which information on a credit account accessible online as agreed with the customer is retrieved through a registered service provider via a technical interface approved by Nordea.

**2.6 Netbank services** refers to the electronic services defined in the General agreement terms and conditions governing services with access codes.

## 3. Right to receive information during the contractual relationship

The borrower is entitled to request the agreement terms from the creditor free of charge during the contractual relationship.

The creditor delivers the agreement terms to netbank service, to some other electronic service accepted by the creditor or sends

them in writing to the borrower's address known to the creditor or in some other permanent manner.

## 4. Processing of personal data

Acting as a controller, Nordea processes personal data when it delivers products and services agreed on by the parties. In addition, Nordea 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 can be obtained from Nordea's data protection policy, which is available on Nordea's website. You can also obtain the data protection policy by contacting Nordea. The data protection 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.

The creditor is entitled to acquire information concerning the applicant from a company based in Finland or abroad which belongs to the same group or economic interest consortium at any given time. The creditor 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 has been obtained.

## 5. Granting a credit account

A credit account can be granted upon application to one or two jointly liable applicants living in the same household and having reached the age of 18. Both signers of the credit application are jointly and severally liable for compliance with the terms of the credit and its repayment. An accepted agreement constitutes a Mastercard credit agreement between the creditor and the applicant ('borrower') and a card agreement between the bank and the borrower.

With the consent of the borrower, a parallel card providing access to the credit may be granted to a family member living in the same household with the borrower and having reached the age of 15. The borrower is liable for compliance with the terms and conditions of the credit and its repayment also with regard to the parallel card.

The creditor accesses the borrower's personal data when granting the credit and supervising its use. The personal data is obtained from the borrower or his/her representative, registers maintained by the authorities, registers maintained by the creditor, the bank or/and companies belonging to the same national or international group with them, or from other reliable sources. In addition, personal credit information is obtained from organisations providing credit information, such as the credit information register of Suomen Asiakastieto Oy. Information that will be collected includes, but is not limited to, credit information and other information relevant for the customer relationship.

The creditor is not obliged to justify its decisions on the credit application unless the application is rejected due to an entry concerning the applicant in a register maintained by a credit register corporation. A credit decision on the credit applicant is reported to the creditor's cooperation partner if the credit application was made through a cooperation partner.

## 6. Credit limit

The minimum credit limit of Mastercard is EUR 2,000 and the maximum credit limit is EUR 10,000.

The creditor may grant a lower credit limit than applied for. The applicant will be notified of the granted credit limit. The credit limit may be changed upon the borrower's request. Changes are subject to a fee.

## 7. Use of the credit account

The borrower can make the first purchase on the credit right after having received the approved credit decision.

The borrower is entitled to use the credit within the credit limit agreed upon in the credit agreement, provided that monthly instalments and other payments due have been paid on the due date at the latest. Use of the credit decreases the funds available in the credit account, and the amount of amortisation included in the monthly instalment and entered into the credit account increases the funds available in the credit account. The credit limit agreed on may not be exceeded. If the credit limit is overdrawn, the entire amount of the overdraft will be debited in connection with the next monthly instalment in addition to the normal monthly instalment, and a fee will be charged for the overdraft.

The borrower can use the Mastercard only during the validity period marked on the card. The card is accepted as a means of payment in Finland and abroad in sales outlets carrying the Mastercard symbol. The receiver of a card payment may be entitled to charge a fee for payment with card. The borrower can use the card to make cash withdrawals (in Finnish "Käteisnosto") from ATMs marked with the Mastercard symbol and abroad at bank branches. The bank where the cash withdrawal is made is entitled to charge its own service fee in connection with the withdrawal.

In Finland invoices can be paid and transfers can be made from the credit, credit transfer (in the Single Euro Payments Area) (in Finnish "Tilisiirto SEPA-alueella") and foreign credit transfer (in Finnish "Ulkomaan tilisiirto") included, at payment ATMs which use the card information for identifying the cardholder. A minimum and a maximum limit can be set for one-off payments and withdrawals in Finland.

With the card number, the validity date of the card, the 3-digit security code on the back of the card, and access codes, the borrower can pay for products and services purchased on the Internet. It is recommended that the borrower only uses the card in the services of such online merchants that have registered for Mastercard's secure online payment service or that the cardholder otherwise knows to be safe. The borrower must register the card for online use in the bank's netbank service or at one of the bank's branches.

Merchants that have registered for Mastercard's secure online payment service display a symbol verifying that on their web page. When using the card on the Internet, the cardholder is liable to comply with the instructions provided by the creditor and the Mastercard service. The creditor is not responsible for any costs or damage resulting from disruptions in the Mastercard service or data communication. Card transactions are debited to the credit account at the latest on the banking day following the day on which the transaction has arrived from the payee's bank to the creditor.

The terms for card use are specified in more detail in the bank's card terms.

## 8. Account information service and corresponding account queries

A request to deliver account information and the related payment transaction information (account query) can be given to the bank through the account information service or other party authorised

by the customer. The information requests delivered to the bank are executed with the same content as they have been received by the bank. The bank may deliver the requested information to the party through which the request was received.

The bank may prevent account queries

- if it suspects unauthorised or fraudulent use of the credit account by the party authorised by the cardholder
- if no consent has been given or the consent to an account query cannot be verified
- at the request of the cardholder or
- for a reason attributable to the law or other authoritative order.

If such information is requested in an account query to which the sender of the query has no right, the bank may decide not to deliver the information. The bank notifies the cardholder of the prevention and its grounds in an agreed manner unless there are justified security reasons for not making the notification or the notification is prohibited elsewhere in the law. The bank is not liable in any respects for damage arisen from the account information service or other party authorised by the cardholder.

## 9. Credit interest

Purchases made with the card are interest-free until the due date following the invoicing date. After the due date, the borrower is liable to pay agreed interest on the credit as laid down in the credit agreement.

The borrower's obligation to pay interest on cash withdrawals made with the card; invoices, credit transfers (incl. transfers within the SEPA) and foreign transfers paid from the credit account; and OwnTransfers/credit transfers made in the Netbank service/eService or in another digital service approved by the creditor begins on the day when the creditor has debited the withdrawal to the credit. The borrower is liable to pay agreed annual interest on the credit as laid down in this agreement.

At the beginning of the credit relationship the value of the reference rate is determined according to the reference rate quotation on the first banking day of the month in which the credit application was signed. If the reference interest rate of the current month has not been quoted, the reference rate quoted on the first banking day of the previous month is applied. If the credit application is not dated, the reference rate is determined according to the reference rate quotation on the first banking day of the month in which the credit was approved.

The value of the reference interest rate is revised every three (3) months, on the first banking day of each revision month. If the value of the reference interest rate changes, the interest on the credit changes accordingly. The new interest rate will be applied from the next invoice onwards. The creditor informs the borrower of the current interest rate in the account statement or otherwise in writing.

Interest is calculated according to actual days using 360 as the divisor.

If quotation of the reference interest rate ceases or is discontinued, the reference rate applied to the credit will be based on the statute issued on a new reference rate, or on a decision or an instruction of the authorities. If no statute, official decision or instruction is issued on a new reference rate, the creditor and the borrower will agree on a new reference interest rate to be applied to the credit.

If the creditor and the borrower do not reach agreement on the new reference rate before the interest rate determination period ends, the reference rate applied before the interest rate

determination period ended will continue to be applied. If the creditor and the borrower cannot reach an agreement on a new reference interest rate within six (6) months of the end of the interest rate determination period, the creditor will set a new reference interest rate after consulting the authorities supervising finance companies.

## **10. Annual percentage rate of charge (APR)**

The annual percentage rate of charge (APR) is an interest rate obtained by calculating the credit costs as an annual rate on the credit amount, with the repayment amounts taken into account, assuming that the borrowing rate and the charges and fees remain unchanged during the entire credit period and the credit is repaid in instalments laid down in the credit agreement. The fee related to account maintenance and paper invoice fee are included in the calculation.

## **11. Invoicing and payment of the credit**

### **11.1 Invoicing of the credit**

If the borrower uses or starts using Nordea's netbank service, the creditor has the right to make an invoice available to the borrower electronically in Nordea's netbank service or in some other electronic service accepted by the creditor. If the customer does not have Nordea's netbank service, the creditor will deliver the invoice to the customer in writing. The creditor is entitled to charge a fee in accordance with its tariff if the invoice is delivered to the customer in some other manner than through Nordea's netbank service or in some other electronic service accepted by the creditor.

### **11.2 Repayment schedule**

The credit is repaid in monthly instalments.

Invoices fall due monthly on a chosen due date. If no due date has been selected, it will be the date corresponding to the date on which the application was approved. If the due date is not a banking day, the payment day will be the next banking day. In such a case, interest will be charged until the postponed payment date. Invoices of less than EUR 10 will fall due on the due date of the next invoice.

Changes to the repayment schedule must be agreed on with the creditor. Changes are subject to a fee. Non-euro purchases and cash withdrawals are debited to the credit account in euros.

The exchange rate applied is given in connection with the transaction information on the credit account statement/invoice.

### **11.3 Monthly instalment of equal-payment purchases and delayed repayment**

A purchase made on credit can be an equal-payment purchase, which means that the amount is repaid monthly in equal-sized instalments in accordance with the merchant's or other provider's currently valid campaign terms. The monthly instalment of an equal payment purchase only includes amortisation the amount of which is fixed, excluding the last instalment which is an equalisation instalment. The monthly instalment of an equal payment purchase is added with any other charges and fees relating to the use of the card and the management of the credit relationship.

If the customer makes additional purchases on the credit during the repayment period of an equal payment purchase, the normal monthly instalment referred to in clause 11.4 and any other charges and fees relating to the use of the card and the management of the credit relationship are added on top of the monthly instalment of the equal payment purchase.

If the minimum monthly instalment of an invoice only includes the monthly instalment of an equal payment purchase, or if it also includes the normal monthly instalment and the payment is so large as to cover the monthly instalment of the equal payment purchase and also the entire outstanding credit, the amount in excess is allocated to the following equal payments in due date order to the extent the payment is sufficient to cover them. The equal payment falling due next is the equal payment for the month which the payment did not cover.

The repayment of a purchase made or transferred on credit may be delayed in accordance with the merchant's or other provider's currently valid terms and conditions agreed on separately. Any other charges and fees relating to the use of the card and the management of the credit relationship are charged for the delayed repayment of a purchase.

### **11.4 Normal monthly instalment**

A normal monthly instalment includes interest on unpaid principal, fee related to account maintenance and amortisation of credit. The amount of the monthly instalment is based on an agreed percentage of the credit balance standing at the time of invoicing. However, the minimum monthly instalment is EUR 17. Should the borrower's debt to the creditor be less than this amount, the monthly instalment will comprise the remaining outstanding debt plus interest and other fees. In addition to the monthly instalment, the invoice includes other fees and charges related to the use of the card and management of the credit relationship.

### **11.5 Instalment-free months**

The borrower is entitled to two (2) instalment-free months in a calendar year, if the credit account has been serviced according to the agreement terms. These months cannot be consecutive months, nor can they be granted after the due date has passed. If the borrower uses automatic debit, the instalment-free month must be agreed on with the creditor one month before the due date. The fee related to account maintenance and interest for an instalment-free month are included in the next monthly instalment. Instalment-free months cannot be used during the repayment of an equal payment purchase.

### **11.6 Total payable credit amount**

The estimated total payable credit amount with interest and charges has been calculated assuming that the credit is in use in full and that the borrowing rate and the charges and fees remain unchanged during the entire credit period and that the credit is repaid in monthly instalments laid down in the credit agreement. The calculation includes the monthly account management fee and paper invoice fee.

### **11.7 Early repayment**

The borrower is entitled to pay monthly instalments in excess of those laid down in the agreement, or the entire credit, without incurring any expenses for early repayment. The amount in excess of the monthly instalment laid down in the agreement amortises the borrower's debt capital. The next monthly instalments will be paid according to the agreed percentage.

If the borrower repays the credit early in full or in part, the credit costs for the unused credit period must be deducted from the creditor's remaining receivable.

### **11.8 Purchases and withdrawals in a foreign currency**

Non-euro purchases and cash withdrawals are debited to the credit account in euros. The exchange rate applied is given in connection with the transaction information on the account statement/invoice of the credit.

## 11.9 Complaints

The borrower must make any complaints about the invoices without undue delay after noticing an error; however, within 13 months of receiving the invoice at the latest. If the borrower uses automatic debit, complaints must be made at least five (5) banking days before the due date in order to prevent automatic debit. Purchase receipts should be saved for checking of invoices.

The borrower has the right to request the creditor to refund the amount of a card transaction within eight (8) weeks of the debiting of the transaction if

- the borrower has not accepted the exact amount of the transaction; and
- the amount of the transaction is considerably higher than the borrower has been able to anticipate, for a reason other than a change in the exchange rate, taking into account previous similar payment transactions and other circumstances.

The borrower has, however, no right to a refund of the amount if a bank of the payee located outside the European Economic Area has participated in the execution of the transaction.

If a borrower asks the creditor to track a card transaction he or she considers incorrect and the transaction proves to be correct, the creditor is entitled to charge costs according to its tariff for the tracing. In addition, the creditor has the right to charge costs caused to it from tracing which it has to pay to the payee's bank located outside the European Economic Area and which bank has participated in the execution of the credit transaction outside the European Economic Area.

The borrower must seek to agree with the retailer or the service provider on any defects or flaws in purchased products or services.

If a seller or service provider does not meet its own contractual obligations, a consumer may also present his or her claim for a monetary compensation also to the creditor that has financed the purchase or service. The claim must be presented within a reasonable time without any undue delay. The consumer's claim to the creditor may concern refraining from a payment, refund of the price of the product or service, indemnification of damage or some other monetary compensation. The creditor is not, however, obliged to pay the consumer any amount higher than it has received from the consumer in payments.

If a consumer due to a seller's or service provider's breach of agreement refrains from paying the price of a product or service, the consumer may, however, not withhold a sum that apparently exceeds the requirements that he is entitled to as a result of a delay or default. The consumer is liable for any default and other consequences following unjustified refraining from a payment.

## 12. Charges for a card

The charges and fees for the card and its use are based on the bank's currently valid tariff. The charges and fees related to the card can be revised in accordance with bank's card terms.

## 13. Fees charged for the credit

In connection with the monthly payment, the creditor is entitled to charge and debit from the borrower the account management fee of 5.00 euros per month when there is an outstanding balance or transactions in the account.

## Other expenses, fees and charges

- Printed credit card invoice: EUR 3.00 per invoice
- Extension of repayment schedule EUR 5.00 per change.

- Change of repayment schedule: EUR 5.00 per change.
- Exceeding the ceiling costs EUR 10.00 per notification.
- Obtaining of borrower's changed contact information: EUR 10.00 per inquiry.
- Interest query or balance query (in Finnish "Saldokysely") delivered on borrower's request: EUR 7.00 per query.
- Costs of written investigations: EUR 17.00 per every beginning hour, and copies of invoices and receipts: EUR 7.00 per item.

## 14. The maximum interest rate and maximum sum of credit costs

The date on which the credit agreement was concluded is the date on which the credit was granted. When calculating the maximum sum of credit costs, the first annual period starts from the date on which the credit agreement was concluded and ends on the day preceding the corresponding day next year. The length of each annual period may vary depending on whether or not it is a leap year. The payment period of the credit costs is calculated based on the due date. However, if the credit costs are to be paid immediately, the payment period is calculated based on the payment date.

During each annual period, the creditor does not have the right to charge:

- annual interest exceeding 20 per cent on the credit, or
- credit costs which exceed on average 0.01 per cent of the credit amount per day as laid down in the credit agreement during the validity of the credit agreement. However, the maximum sum of credit costs during each annual period may not exceed 150 euros.

When calculating the maximum sum of credit costs, the following are not included as credit costs:

- interest;
- penalties arising from delayed payments or other breaches of the agreement incurred by the borrower;
- costs arising from the extension of the repayment schedule;
- costs of supplementary services if making an agreement on a supplementary service is a condition for obtaining the credit under the marketed terms;
- insurance premiums if the purpose of the insurance is to protect the value of the security provided for the credit; or
- other fees laid down by the law, regulations, or orders by an authority.

The creditor has the right to charge a fee for the extension of repayment schedule before the receivable falls due in accordance with the tariff, provided that the repayment schedule is extended by at least 14 days. However, the fee may not amount to more than 20 euros per year.

## 15. Validity of and termination of the credit agreement

The credit is a continuous credit and the agreement is an open-end credit agreement.

The borrower can give written notice on the credit agreement to terminate with immediate effect, and the creditor can do so with two (2) months' notice.

A contracting party has the right to cancel the credit agreement with immediate effect if the other party has materially breached the terms of this agreement. The creditor has the right to cancel the credit agreement with immediate effect if the borrower has given misleading information to the creditor when applying for the credit.



After giving of notice or after withdrawal, use of the card is forbidden and the card must be cut in multiple pieces and be returned to the creditor upon request. After notice has been given or withdrawal has been made, the remaining credit must be repaid in full as provided by the terms and conditions of the credit account.

The creditor notifies the borrower in writing of giving notice on or cancelling the credit agreement.

## 16. Special grounds for calling in the credit

### 16.1 Default in payment

If payment of the creditor's claim on the borrower has been delayed by at least one month and remains unpaid, the creditor is entitled to demand early repayment of the entire credit, including interest and other charges, within four (4) weeks, or if the borrower has previously been informed of being in default, within two (2) weeks, from the time the notice of demanding early repayment was sent to the borrower, if the delayed amount remains unpaid at that time. However, the credit will not be called in if the delay in payment is caused by illness, unemployment or other comparable circumstance beyond the borrower's control, unless it would be manifestly unfair to the creditor taking the duration of the delay and other circumstances into account. The borrower must inform the creditor of such hindrance in performance without delay.

### 16.2 For reasons other than payment default

If the borrower has provided the creditor with misleading information that may have contributed to the granting of the credit or affected its terms, or if the borrower has committed some other essential breach of contract, the creditor is entitled to give notice on the entire outstanding credit, including interest and other charges, to fall due for payment by the borrower four (4) weeks, or if previously informed of default, two (2) weeks, from the time the notice was sent to the borrower, unless the action contrary to the agreement has been rectified by that date.

The credit falls due for payment immediately at the demand of the creditor if the borrower dies or is placed in bankruptcy or if a district court has issued a decision on starting debt restructuring proceedings.

### 16.3 Endangerment of countersecurity

If the credit involves a bank guarantee issued by the bank and the counter-guarantor of the bank guarantee, or one of the counter-guarantors, dies or is declared bankrupt, the borrower or co-guarantor must acquire new collateral approved by the bank within the time limit of at least one (1) month set by the bank. Otherwise the creditor will be entitled to give notice on the credit agreement at the bank's request and call in the entire outstanding credit, including interest and other payments, to fall due and payable by the borrower.

If the bank proves that the security provided can no longer be considered sufficient and the payment of the debt or the interest according to the agreement is therefore endangered, and the decline in value of the security is due to the borrower's or pledge owner's actions, the borrower must, within a time limit of at least one (1) month set by the bank and in a manner acceptable to the bank, provide more security or amortise the debt with a sum stated by the bank in writing. Otherwise the creditor will be entitled to give notice on the credit agreement at the bank's request and call in the entire outstanding credit, including interest and other payments, to fall due and payable by the borrower.

## 17. Warning about the consequences of neglecting a payment

If the borrower neglects to effect a payment subject to the credit agreement partly or in full, the creditor has the right, in

accordance with the credit terms, for example, to charge default interest, call in the credit for immediate repayment, take collection measures and report a neglect of payment obligations subject to the credit agreement to the credit information register.

The creditor charges EUR 5.00 for a reminder of a delayed payment.

The collection of the credit generates costs for which the borrower is liable.

## 18. Default interest

If an instalment has not been effected by the due date, the borrower must pay annual default interest on the delayed amount from the due date until the payment date.

The default interest rate is 7 percentage points higher than the reference rate specified in the Interest Act. The default interest is, however, always at least equal to the interest the creditor charges for the loan. If the interest charged by the creditor before the maturing of the loan is higher than the above-mentioned default interest subject to the Interest Act, the creditor is entitled to charge this interest as default interest for a maximum of 180 days from the date the loan has fallen due in total, but no longer than up to the judgment regarding the loan passed by a court of law. After this, default interest subject to the Interest Act will be charged.

## 19. Registration of a default on payment

The creditor is entitled to notify the credit information register of defaults in payment and the registrar to record them, if a payment due and payable by the borrower has been delayed for over 60 days after the original due date and at the same time at least three (3) weeks have passed since the borrower was sent a reminder in which he or she was reminded of the possible entry of the payment default in the credit information register.

## 20. Limitations on the right of use

The creditor has the right to prevent the use of the credit or to restrict the use of the credit by blocking the cards linked to the credit

- for security reasons
- if there is reason to suspect that the credit is used illegally or fraudulently
- if the risk of the borrower not being able to comply with his or her payment obligations has increased materially
- if an execution officer notifies the creditor of freezing of payments concerning the credit
- for a reason attributable to the law or other authoritative order
- if the credit has a bank guarantee issued by the bank and the provider of countersecurity informs the bank of a restriction of its liability.

The risk of the borrower not being able to comply with his or her payment obligations has increased materially, for example, when

- the borrower is insolvent
- the borrower has filed for debt adjustment, corporate restructuring or bankruptcy
- the borrower is appointed a guardian
- the fees and charges for the credit have not been paid.

The creditor informs the borrower of the blocking of the card immediately after it has been blocked in accordance with clause 27.

If the borrower attempts to make purchases with a blocked card, the merchant is entitled to take possession of the card at the

creditor's request. The confiscation fee to be paid to the merchant will be charged from the borrower.

## **21. Liability for damages and limitations of liability**

The creditor is liable to compensate the borrower only for direct damage caused by the creditor's action against the payment services act or the credit account agreement. In such a case the creditor only compensates a realised interest loss and the necessary and reasonable costs arising from investigating the damage and refunds the charges and fees charged only insofar as they concern the negligence or error that caused the damage.

The creditor is not liable for any indirect damage caused to the borrower unless the damage has been caused deliberately or through gross negligence or unless the case involves an action against obligations laid down in the payment services act. The creditor is not, however, liable for any indirect damage caused by an error or neglect in the execution of a payment instruction.

The borrower must take reasonable measures to limit the loss. If the borrower neglects this, he or she is personally liable to the extent that the borrower has failed to take reasonable measures to limit the loss. However, damages paid based on actions in breach of laws or the agreement can be conciliated if the damages are unreasonable taking into consideration the reason for the breach, the borrower's possible contribution to the loss, the consideration paid for the use of the credit or the creditor's possibilities to anticipate and prevent the loss and other circumstances. The creditor is not liable to compensate to the borrower such damage arisen from the illegal use of the card that the payments credited to the credit account and exceeding the maximum credit limit have made possible.

## **22. The borrower's obligation to disclose**

The borrower must inform the creditor immediately of any changes in his or her contact information (for example, name, address and telephone number). If the borrower neglects to inform the creditor of a change in his or her contact information and this information is necessary for the invoicing carried out by the creditor and the related customer service, the creditor is entitled to acquire the borrower's changed contact information and to charge the borrower a fee for this measure.

The borrower must provide the creditor upon request with information concerning his or her financial situation and other information affecting this credit relationship that is necessary for the creditor with regard to this credit relationship.

## **23. Returning the credit card**

The borrower undertakes to return all cards linked to the credit, cut in several pieces, to the creditor immediately when the use of the credit has been blocked due to applying for debt adjustment or due to notification by the execution officer and at the creditor's request after the cards have expired or the credit has been called in. When the card has expired or the credit has been called in, the borrower is no longer entitled to use the card.

The borrower is liable to deliver notifications concerning this agreement sent by the creditor to a cardholder who is not the principal cardholder.

## **24. Force majeure**

A contracting party is not liable for damage caused by non-fulfilment of its obligations on account of an unusual or unpredictable obstacle beyond its control if it can prove that it has been unable to prevent or overcome the consequences by the exercise of due diligence. Furthermore, the creditor is not liable for damage if the fulfilment of obligations based on this agreement is against its obligations laid down by other legislation.

The creditor is not liable for any damage arising from a strike, blockade, lockout, boycott or other similar circumstance even if it did not concern the creditor directly or even if the creditor was a party to it.

A contracting party is liable to notify the other party as soon as possible after being affected by a force majeure. The creditor may announce the matter in a national daily newspaper.

## **25. Transfer of the agreement**

The creditor is entitled to transfer this agreement with all its rights and obligations, including the right of further transfer, to a party designated by the creditor without consulting the borrower.

## **26. On withdrawing from and terminating the agreement**

### **26.1 Withdrawing from a credit agreement and refunding funds**

The borrower is entitled to withdraw from a credit account agreement made by giving the creditor a notice of withdrawal within 14 days of receiving notification of an accepted credit application and of the date on which the borrower has received, or has been able to receive, a copy of the agreement and other prior information. Means of distance communication refers to telephones, mail, television, information networks or other means that can be used for concluding an agreement without the parties being simultaneously physically present.

The notice of withdrawal can be made, within the time limit,

- by letter to the creditor to the address: Nordea Finance Finland Ltd, Vakuudetomat tuotteet, Aleksis Kiven katu 7, VO1125, FI-00020 NORDEA
- at the bank's branch located in Finland, or
- in the bank's netbank service.

The notice of withdrawal must be specified and it must include at least the following information: the borrower's name, the borrower's personal identity number, credit account number, bank account number and the borrower's signature.

If other services are linked to the credit account, they will be terminated when the credit account agreement is terminated.

Funds received by virtue of the credit account agreement must be refunded within 30 days of sending the notice of withdrawal at the risk of the withdrawal otherwise becoming void.

There is no right of withdrawal when the use of a means of distance communication is related to an existing agreement or if the agreement has been fulfilled at the customer's specific request before the lapse of the withdrawal period. Similarly, the right of withdrawal does not exist in connection with amendments to the agreement.

### **26.2 Interest payable upon withdrawal**

If the borrower uses the right of withdrawal, the borrower is liable to pay the creditor the credit interest for the time the credit has been at the disposal of the borrower.

The interest payable by the borrower per day is obtained by multiplying the loan amount in use by the credit interest and by dividing this sum by 360.

### **26.3 Linked agreement without obligation**

Another agreement linked to the credit agreement does not bind the borrower when he or she withdraws from the credit agreement if the linked service is provided by the creditor or a third party based on an agreement or some other arrangement between the third party and the creditor.

If the borrower wishes to keep the linked agreement in force despite the withdrawal from the credit agreement, he or she must inform the creditor of this within 30 days from the sending of the notice of withdrawal.

### **27. Communications between the creditor and borrower**

The creditor notifies the principal cardholder of the credit account transactions in writing on an invoice, in netbank service or in some other electronic service accepted by the creditor. The information on the credit account transactions is given once a month. The creditor delivers other notifications relating to the credit account subject to clause 3.

A notification sent by the creditor to the borrower is considered to have arrived to the recipient on the seventh (7th) day after the dispatch at the latest if it has been sent in a permanent manner or in writing to an address last given to the creditor or a local register office.

The borrower sends to the creditor notifications concerning this agreement in writing or in some other manner separately agreed on.

During the contractual relationship the borrower may use either the Finnish or Swedish language when doing banking with the creditor.

Should the borrower prefer to use some other language, this requires the creditor's consent, and the borrower is liable for acquiring interpretation service and paying the ensuing costs.

### **28. Supervisory authorities**

Nordea Finance Finland Ltd's operations and activities are supervised by:

European Central Bank (ECB)  
Sonnemannstrasse 22  
60314 Frankfurt am Main, Germany  
Tel: +49 69 1344 0  
ecb.europa.eu

Financial Supervisory Authority  
Snellmaninkatu 6 / P.O. Box 103,  
00101 Helsinki, Finland  
Tel: +358 (0)9 18351  
E-mail: fiva@fiva.fi  
finanssivalvonta.fi/en

Other supervisory authorities for consumer customers are the Consumer Ombudsman, the Finnish Competition and Consumer Authority and the Regional State Administrative Agencies under the Finnish Competition and Consumer Authority:

Finnish Competition and Consumer Authority  
P.O. Box 5  
00531 Helsinki, Finland  
Tel: +358 (0)29 505 3000 (switchboard)  
kkv.fi/en  
avi.fi/en

### **29. Out-of-court redress mechanisms**

If a dispute related to a loan cannot be solved in negotiations between the parties, the consumer may turn to the Finnish Financial Ombudsman Bureau (FINE fine.fi/en), which provides independent advice and guidance for customers free of charge. The Finnish Financial Ombudsman Bureau (FINE) and its Banking Complaints Board provide solution proposals in disputes. FINE does not handle disputes that are pending in or have been

processed by the Consumer Disputes Board or a court of justice. The easiest way to initiate the handling of a complaint is to send an online contact form available at fine.fi/en.

Consumers are also entitled to file a complaint with the Consumer Disputes Board (kuluttajariita.fi). Before filing a complaint with the Consumer Disputes Board, consumers must contact the consumer rights advisers at a Local Register Office (kuluttajaneuvonta.fi).

### **30. Jurisdiction and applicable law**

Any disputes arising from the credit account agreement shall be settled at the District Court of Helsinki. Consumer customers are, however, entitled to submit disputes to the district court of the Finnish municipality in the jurisdiction of which the customer is domiciled or permanently resident. If the consumer customer does not reside in Finland permanently, the disputes will be settled at the District Court of Helsinki.

The credit agreement is governed by Finnish law.