

## General agreement terms and conditions governing services with access codes

### 1. General

Services with access codes include: services provided by Nordea Bank Abp (hereinafter the 'Bank') and by other service providers belonging to the same group as Nordea Bank Abp (hereinafter the 'Netbank Service') and services provided by third parties (hereinafter 'Other Services'). The Netbank Service contains online service of payment account feature (in Finnish "Maksutilin verkkopalvelu").

The adoption of the services requires that the customer has made an agreement with the Bank and that the customer has an account with the Bank or with another bank which is a member of the same group as Nordea Bank Abp. This account is incorporated in the service.

These terms and conditions are applicable to the Netbank Service in addition to other agreement terms and conditions, product descriptions, relevant user manuals and instructions governing services. 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 take precedence, unless otherwise specifically stated. Whenever using services provided by other service providers or whenever entering into an agreement with other service providers using access codes, the customer also agrees to comply with the agreement terms and conditions and instructions given by the other service providers.

The below provisions on customers are applicable to both consumers and corporate customers and corporations unless otherwise expressly stated in the clause in question. In these terms and conditions a consumer is a natural person who makes an agreement mainly for some other purpose than for a business activity he or she is engaged in.

'Payment initiation service' refers to a service in which a service provider licensed as a payment institution initiates a payment order at the payer's request through a technical interface approved by the bank from a payment account held in the payer's bank 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.

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

### 2. Service content

The content of the Netbank Service is defined in the user instructions and product descriptions of the Netbank Service. The Bank and other service providers are entitled to change the selection, operation and content of the services.

The customer may use the Netbank Service with a means of distance communications. Furthermore, the Bank may offer an app for a means of distant communications for the use of the Netbank Service. In this context, a means of distance communications refers to computers, telephones or other data terminal equipment with which the Netbank Service can be accessed. By means of distance communications, agreements can be made and services used without the contracting parties being simultaneously present. The Bank has specified on its website (nordea.fi) the minimum requirements for the technical qualities of the means of distance communications required by the use of the Netbank Service.

The services accessible by different means of distance communications may differ in content and functions from each other and from services accessible by other means.

### 3. Identification

#### 3.1 Identification data

The customer may use services accessed with online access codes using the means and methods of identification determined by the Bank at any given time, including a user ID, an identification device provided by the Bank, the Nordea ID app, an activation code and a PIN code (the listed items are individually or collectively referred to as the "identification data").

Upon the customer's request, the Bank may deliver to the customer several pieces of identification data intended for the use of the service.

The Bank can also provide the customer with the possibility of using the Netbank Service with a combination of a password created using the identification data and the user ID delivered by the

Bank (hereinafter 'identification based on a password') in the manner defined by the Bank at any given time. Identification based on a password gives the customer access to the services in the Netbank Service defined by the Bank at any given time. The provisions on identification data contained in clauses 3, 4, 6, 21, 22 and 24 hereinafter are also applicable to identification based on a password unless expressly otherwise stated in the clause in question.

The Bank may replace the identification data or a part thereof by providing the customer with new identification data. The Bank and the customer may separately agree on the use of other personal or company- specific identification or authentication codes corresponding to the identification data.

### **3. 2 Delivery of identification data**

The identification data or a part thereof can be posted to the address that the customer has given to the Bank or to an address obtained from the Digital and Population Data Services Agency, or via a text message to the mobile phone number the customer has given to the Bank or in a message sent to the email address the customer has given to the Bank, unless the customer and the Bank or other service provider representing the Bank have specifically agreed otherwise. The customer must immediately inform the Bank of any changes in his or her address, mobile phone number and/or email address.

If a corporate customer or a corporation has informed the Bank of its contact person, the Bank will send the identification data of these customers, or a part thereof, by post to the customer's contact person, by text message to the contact person's mobile phone number or by email to the contact person's email address. In addition to what was stated in the previous paragraph, the Bank may send the identification data or a part thereof by post to the customer's or contact person's address obtained from the public registers maintained by the authorities or other reliable sources. A corporate customer and corporation is obliged to inform the Bank of changes to its contact person or to the contact person's mobile phone number.

### **3. 3 Use of identification data**

The identification data may only be used by the customer who has concluded an agreement on the

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services with access codes and to whom the Bank has given the identification data.

The Bank will issue the instructions on the use of the identification data in its guidelines for the secure use of online access codes.

### **3. 3. 1 Identification in the Netbank Service**

To access and use the Netbank Service, the customer identifies him- or herself by keying in the identification data at the log-in to the Service. After having logged in to the Netbank Service, the customer may not give another party access to the opened service connection.

When the identification data is entered in the manner required by the service, it corresponds to the customer's signature. All payments, instructions, orders, application forms, agreements and other declarations of intent and messages submitted by the customer using the identification data are deemed binding on the customer or the party represented by the customer after the Bank has received the customer's identification data in the manner required by the Netbank Service.

### **3. 3. 2 Use of identification data for strong electronic identification**

With the identification data a consumer customer can also identify him- or herself in another service using strong electronic identification as laid down in the Act on Strong Electronic Identification and Trust Services (617/2009) (hereinafter 'Strong Electronic Identification').

Identification based on a password cannot be used in identification in another service provider's service and it is not considered strong electronic identification as referred to in the Act on Strong Electronic Identification and Trust Services (617/2009).

If a consumer uses the identification data as Strong Electronic Identification in another services provider's service, the terms and conditions of the agreement between the consumer and the other service provider in question (of which agreement the Bank is not a party to) using the separate identification service provided by the Bank are applied to the legal effects of the use of the identification data and to liabilities between the consumer and the other service provider in question.

### **3. 3. 3 Identification of companies in another service provider's service**

Corporate customers and corporations can identify themselves in the service of other service provider using the separate identification service provided by the Bank with the identification data described in the first paragraph of clause 3.1 above. The mentioned identification of a corporate customer and corporation is not considered 'strong electronic identification' as referred to in the Act on Strong Electronic Identification and Trust Services (617/2009). The service does not verify the identity of a natural person using the identification data of a corporate customer and corporation.

Corporate customers and corporations accept that a person using the customer's identification data described in the first paragraph of clause 3.1 can, by using the identification data referred to, make agreements and other declarations of intent that are binding on the customer with a service provider using the separate identification service provided by the Bank. The agreement with the corporate customer and corporation and the service provider in question is applied to the legal effects of the use of the identification data and to the liabilities between the corporate customer and corporation and the other service provider using the separate identification service provided by the Bank. The Bank is not a party to such an agreement.

### **3.3.4 Identification in payment initiation and account information services**

A customer can use his or her identification data to initiate a payment order through a provider of a payment initiation service that has been licensed as a payment service provider or use the identification data to give consent for retrieving data through a payment service provider that has registered as an account information service provider.

Identification based on a password cannot be used in payment initiation and account information services.

## **4. Customer's responsibility for safekeeping and use of the identification data**

### **4.1 General information on safekeeping the identification data and the customer's responsibility**

The identification data of a consumer are personal and may not even partly be surrendered to the possession

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of a third party or let be known by a third party. A consumer may not authorise anyone to use the identification data.

The identification data of corporate customers and corporations are customer-specific and they may not even partly be surrendered to other parties than those authorised to use them.

The customer undertakes to keep the identification data with due care and to check regularly that they are safe. The customer must take every effort to prevent the identification data or any part thereof from ending up in the possession of a third party or become known by a third party. The customer undertakes to keep the identification data consisting of a user ID, identification device, the Nordea ID app, password, PIN code or other methods of identification approved by the Bank separate from each other. The identification data may not be copied, saved or duplicated in any other way than in the Bank's system or in a manner accepted by the Bank.

If the identification data are lost or the customer has reason to suspect that the data have fallen or might have fallen into the hands of a third party or become known by a third party even partly, the customer is liable to notify the Bank immediately so that unauthorised use of the services can be prevented. When a customer uses several pieces of identification data the customer is obliged, when making the notification, to specify the identification data that have been lost or that have fallen or might have fallen into the hands of a third party or become known by a third party even partly. If the customer cannot specify the identification data in question, the Bank has the right to terminate or suspend the use of all identification data delivered to the customer and the customer is liable for any costs or damage. The notification can be made in person at the Bank's branches in Finland during their service hours or by calling the Bank's Customer Service during its service hours. Outside the service hours of the Customer Service the notification can be made to a blocking service stated by the Bank. Information on the Bank's opening hours and the contact information of the blocking service can be found on the Bank's website (nordea.fi).

### **4.2 Consumer customer's responsibility for the use of the identification data in the Netbank Service**

If the identification data have been used illegally in the Netbank Service, the consumer is responsible for any

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damage incurred by the use of the identification data and for undertakings made with the identification data, if

- 1) the consumer has given the identification data a third party, or given a third party access to the service connection opened with his/her identification data;
- 2) the loss of the identification data, their falling illegally into the possession of a third party or becoming illegally known by a third party, or their illegal use has been caused through the consumer's negligence or the consumer has neglected his or her obligations under these terms and conditions; or
- 3) the consumer has neglected his or her duty to inform the Bank or the blocking service in the manner described above of the loss of the identification data, of their falling illegally into the possession of a third party or becoming illegally known by a third party, or from their illegal use without undue delay after having detected it. In the incident mentioned in clause 1 above the consumer is responsible for the damage caused by the illegal use of the identification data in full and in incidents mentioned in clauses 2 and 3 above up to a sum of 50 euros. However, a consumer is always responsible for the damage in full if he or she has acted intentionally or out of gross negligence.

The Bank is responsible for the illegal use of a consumer's identification data in the Netbank Service in the incidents mentioned in clauses 1, 2 and 3 even if the criteria for the consumer's responsibility were fulfilled, as described below:

- 1) The Bank is responsible for the damage in so far as the identification data have been used after the time the Bank or the blocking service has been informed of the loss of the identification data, of them falling illegally into the possession of a third party or becoming illegally known by a third party or of their illegal use.
- 2) The Bank is responsible for the damage if the Bank has not provided the consumer with an opportunity to at any time make a notification of the loss of the identification data, of their falling illegally into the possession of a third

party or becoming illegally known by a third party, or of their illegal use.

Notwithstanding the above, a consumer is, however, fully responsible for the illegal use of the identification data in the Netbank Service if he or she has intentionally made a false notification or otherwise acted fraudulently.

### 4.3 Consumer's responsibility for the use of the identification data as strong electronic identification

If the identification data have been illegally used as strong electronic identification, the consumer is responsible for the damage caused by the illegal use of the identification data and for undertakings made with the identification data, if

- 1) the consumer has given the identification data a third party, or given a third party access to the service connection opened with his/her identification data;
- 2) the loss of the identification data, their falling illegally into the possession of a third party or becoming illegally known by a third party, or their illegal use results from the consumer's negligence which cannot be considered slight; or
- 3) the consumer has neglected his or her duty to inform the Bank or the blocking service in the manner described above of the loss of the identification data, of their falling illegally into the possession of a third party or becoming illegally known by a third party, or from their illegal use without undue delay after having detected it.

In the above-mentioned incidents the consumer is responsible in full for damage caused by the illegal use of the identification data.

The consumer is not responsible for the illegal use of the identification data as strong electronic identification even if the criteria for the consumer's responsibility were fulfilled as referred to in clause 1, 2 or 3 above:

- 1) in so far as the identification data have been used after the time the Bank or its blocking service has been informed of the loss of the identification data, of them falling illegally into the possession of a third party or becoming

- illegally known by a third party or of their illegal use;
- 2) if the Bank has not provided the consumer with an opportunity to at any time make a notification of the loss of the identification data, of them falling illegally into the possession of a third party or becoming illegally known by a third party or of their illegal use; or
  - 3) if the service provider using the identification service provided by the Bank has not checked the systems or registers maintained by the Bank for the existence of a usage restriction concerning the identification data or information concerning the blocking or closing of the identification data.

#### **4. 4 Special terms and conditions on corporate customers' and corporations' responsibility**

Action taken by using the identification data and for any damage arising from these actions in full up to the moment when the Bank has been notified that the identification data are lost, the identification data have illegally fallen into the possession of a third party or become illegally known by a third party or have been illegally used and the Bank has had reasonable time to prevent the use of the service. However, a corporate customer or corporation is responsible for all damage also in so far as the identification data have been used after the Bank or the blocking service has been notified that the identification data are lost, the identification data have illegally fallen into the possession of a third party or become illegally known by a third party or have been illegally used, if the corporate customer or corporation has intentionally made a false notification or acted otherwise in a fraudulent manner.

A corporate customer or corporation acknowledges that a person who uses its identification data is always entitled to use the corporate customer's or corporation's accounts incorporated in the Netbank Service and has access to other services therein, even if the Bank had not been separately notified of this.

#### **5. Prices**

The Bank charges the customer's account with the service fees arising from use of the services (including the identification data), either in accordance with the Bank's current service tariff or otherwise notified to the customer. The prices charged for the Netbank Service

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may differ from the prices of services provided by the Bank by other means than the Netbank Service.

The service tariff is available at the Bank's branches and on the Bank's website (nordea.fi). The service tariff can also be published in the Netbank Service.

#### **6. Equipment, software and data communications**

The customer obtains at his or her own expense the means of distance communications and other hardware, software, telephone lines or other data communications, and other services needed for the use of the Netbank Service. The customer is responsible for the security and efficiency of the equipment, and their maintenance and operation costs. The customer must ensure that the customer's means of distance communications, other hardware, software and services are appropriately protected against unauthorised use and that nobody can take possession of or learn the identification data on them.

The Bank is entitled to interrupt the provision of services to the customer if the means of distance communications or other hardware, software or data communications used by the customer endanger the security of the services. The Bank does not guarantee that the customer's means of distance communications or other hardware support the services provided by the Bank. However, the Bank is responsible for ensuring that the security of its own data systems is duly arranged.

#### **7. Incorporated accounts and account information**

The Bank defines which types of account and which account functions and services can be incorporated in the Netbank Service.

When making the agreement, the customer and the Bank agree on the accounts to be incorporated in the Netbank Service and the account features applicable in the Netbank Service. Other accounts may later be incorporated in or separated from the Netbank Service, and the features or services of the accounts incorporated in the Netbank Service can later be changed. If the customer has user authorisation to accounts of a third party, these accounts can only be incorporated in the Netbank Service with the express consent of the account holder. Incorporating user authorisation accounts in the Netbank Service means that the customer can view details of the user authorisation accounts also from the time before the authorisation was granted.

If an e-invoice has been transferred to be paid or has been paid from a joint account of several accountholders or from an account which the authorised user of the account can monitor in his or her Netbank Service, the other parties can view the itemisation of the e-invoice through the e-invoice payment template or the account transaction concerning a paid e-invoice in their own Netbank Service.

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

### **8. Payment orders**

The Bank has the right to specify what types of payments can be made through the Netbank Service. The Bank may also set a maximum and minimum limit for payments transferred through the service.

For security reasons, the Bank can request an additional confirmation for a payment order given by the customer through the Netbank Service. The additional confirmation is part of the payment order, and the payment order is considered to have been given to the Bank only after the Bank has received the additional confirmation from the customer in accordance with instructions. The Bank gives further information about the additional confirmation in connection with a payment requiring additional confirmation and in the instructions concerning the Netbank Service.

If an additional confirmation for a payment with a due date arrives to the Bank after the due date, the payment order will be executed after the additional confirmation has arrived.

Payment orders, including orders submitted through a payment initiation service, are executed in accordance with Nordea's general terms and conditions for payment transmission (Nordea's general terms and conditions for euro-denominated payments transmitted within the Single

Euro Payments Area and Nordea's general terms and conditions for outgoing and incoming currency payments).

The customer must ensure that the account to be debited has sufficient balance to cover the payments. The Bank has the right not to transfer a payment if the account lacks sufficient balance; the information in the

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payment order is insufficient; the payment amount exceeds the maximum limit or falls short of the minimum limit set for transferable payments; the Bank does not receive the additional confirmation requested by the Bank within the time frame given in the instructions; or the payment is otherwise unsuitable for transfer through the Netbank Service. The Bank is not liable for any loss incurred by the customer for the above reasons. The Bank informs the customer separately in the Netbank Service of a failure to transfer a payment for the above reasons, unless such notification is against the law.

The customer is informed of an executed payment order on his or her account statement. Account statements and any other receipts are delivered to the customer in a manner set out in the agreement concerning the specific account or in a separately agreed manner for specific services.

### **9. E-invoice Service**

E-invoice Service (in Finnish "e-laskun vastaanottopalvelu") is a service intended for consumer customers in which the Bank makes an invoice or other message addressed to the customer and delivered by a sender available to the customer in the Netbank Service. The service complies with the description concerning the Finvoice Intermediation Service of Finance Finland.

It is possible to link additional services to the E-invoice Service, such as e-invoice notifications and automatic payment of e-invoices.

The Bank gives the customer a reception address of e-invoices, which is communicated in the Netbank Service. The customer and the sender make an agreement on receiving e-invoices between each other.

The customer informs the sender of his or her e-invoice reception address for invoicing purposes via the E-invoice Service or in some other manner. The sender may reserve a handling time for implementing the E-invoice Service and changes in the reception address.

The Bank forwards the e-invoice to the customer on the basis of the information given by the sender. The sender may not send e-invoices to a customer who has not stated to be willing to receive them or who prohibits their sending. The Bank is not, however, responsible for the sender's activities and is not liable

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to supervise whether the sender complies with the agreements made with the customer. The Bank is entitled to forward all e-invoices addressed to the customer to the customer's Netbank Service without examining whether the customer has made an agreement with the sender on receiving e-invoices. The Bank returns the e-invoice to the sender if the Bank does not identify the recipient on the basis of the information given by the sender. The Bank handles and forwards to its customer the data contents of the e-invoices delivered by the sender unchanged. The Bank does not examine the contents of the invoice material it receives. The sender is responsible for the contents, correctness and justifiability of an e-invoice delivered.

The Bank is liable to ensure that the e-invoice is available for the customer to handle in the Netbank Service on the banking day following its arrival at the Bank at the latest. The Bank keeps the e-invoice available to the customer in the Netbank Service during the period announced by the Bank, which is at least twelve (12) months from the date of its arrival to the Bank. After this period, the Bank is not liable to file an e-invoice delivered to it or to forward the e-invoice to the customer in some other format.

The customer accepts the delivery of an e-invoice when the Bank has made the e-invoice available to the customer in the customer's Netbank Service. The sender or the Bank is not liable to deliver to the customer an invoice to be forwarded as an e-invoice in any other format. The customer accepts that the invoices may be delivered as printouts by post

to the address given by the sender to the Bank. Reminder invoices may be delivered as printouts. The Bank sends the customer a notification of an arrived e-invoice through the E-invoice notification service to the customer's mobile device and Netbank service.

The customer is responsible for checking, paying and archiving the e-invoices. The customer must make any reminders concerning an e-invoice to the sender. Paying an e-invoice requires that the customer separately submits an order to the Bank for paying the invoice. The payment order is submitted separately for each received invoice or the Bank is given a temporary or open-ended order for the automatic payment of e-invoices on the due date of each invoice. The Bank

may set limitations on the amount of a submitted order or require an additional confirmation. The payments based on e-invoices are transmitted as credit transfers, and the Bank applies to the transmission Nordea's currently valid general terms and conditions on payment transmission. Without a payment order, the Bank is not liable to tend to the payment of an e-invoice. If the due date of an e-invoice is not a banking day, the Bank will execute the payment order on the first banking day following the due date.

The customer submits the payment order concerning automatic payment of e-invoices separately for each invoicer and invoice subject, unless otherwise stated in the Netbank Service. In temporary or open-ended payment orders concerning automatic payment of e-invoices, the customer may determine the maximum amount of an e-invoice sent by an invoicer under a certain invoice subject that can be debited to his or her account. The Bank may also offer the customer the possibility to determine other conditions for payment orders concerning automatic payment of e-invoices. Information on the selected conditions is not forwarded to the invoicer. If an e-invoice arriving from the sender does not comply with the conditions determined by the customer in the payment order concerning automatic payment of e-invoices or if there is insufficient cover in the account, the Bank does not execute the payment order concerning the e-invoice. In such a case, the customer must confirm the e-invoice separately.

When the customer starts using automatic payment of e-invoices and submits a payment order concerning automatic payment of e-invoices sent by a certain invoicer under a certain invoice subject, the customer is responsible for cancelling the debits concerning the invoicer and the invoice subject.

The customer accepts that the Bank is entitled to disclose the data that specify the customer and that are subject to bank secrecy and required for forwarding e-invoices to the sender and the sender's bank or subcontractor as well as to notify them of a cancellation of an authorisation concerning a certain e-invoicer and e-invoice subject.

If an e-invoice has been transferred to be paid or has been paid from a joint account of several accountholders or from an account which the authorised user of the account can monitor in his or her Netbank Service, the other parties can view the

itemisation of the e-invoice through the e- invoice payment template or the account transaction concerning a paid e- invoice in their own Netbank Service.

The Bank is not liable for damage arising from the actions of a third party, such as a data communications or telecommunications operator, the sender or some other party related to the handling of invoice material. The Bank is not liable for a case in which part of the information included in an e-invoice sent by the sender may remain unhandled, if the sender delivers the e-invoice material to the Bank in another format than the one the Bank has announced to be using for receiving e-invoices. The Bank is not responsible for damage resulting from the customer failing to confirm an e-invoice, confirming an e-invoice late, confirming an e-invoice after altering the payment information or confirming an e-invoice without checking it. The additional services of the E-invoice Service used by the customer do not remove the customer's duty to follow the status of the e-invoices in the Netbank Service.

If the forwarding of an e-invoice is prevented for a reason attributable to the Bank, it is only liable to compensate the statutory default interest and reasonable handling costs. The Bank or the sender's bank is not liable for indirect or consequential damage caused to the customer, such as unearned profit or returns, loss of income, taxation consequences, loss of interest or other similar damage that the Bank or the sender's bank could not have reasonably predicted. The Bank is not liable for damage caused to any third party.

#### **10. Securities trading and other investment services**

If the customer has made an agreement with the Bank on book-entry accounts and safe-custody of securities, the customer may incorporate the Netbank portfolio service in the Netbank Service. The Netbank portfolio service enables the customer to give buy and sell orders concerning book-entry securities and subscription and redemption orders concerning fund units. In addition, the customer can receive information on his or her book-entry securities/securities in safe-custody, on the types of book-entry securities on his or her book-entry accounts, and fund units. By separate agreement between the Bank and customer also other securities trading and investment services may be incorporated in the Netbank Service.

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The payments arising from the customer's orders are debited to the account stated in the agreement on book-entry accounts and safe-custody of securities. If the account lacks sufficient balance for debiting a buy order on a debit date determined in the general terms and conditions of orders to buy and sell securities or in the service-specific terms, or on a date separately set for a specific transaction, the customer is responsible for any loss due to the lack of funds. In any other regards than the above-mentioned payment debiting, the general agreement terms governing services with access codes are applied to the securities trading and other investment services in so far as they are not in conflict with the general terms of book-entry accounts and safe-custody of securities, the general terms and conditions of investment service agreement or the general terms and conditions of orders to buy and sell securities. For orders concerning Nordea funds, the rules of the fund are applied and in case of regular fund saving schemes, the general terms and conditions for regular fund saving schemes are applied.

The customer is deemed to have received information on a security, other financial instrument, the execution of a service or a service provider, such as terms and conditions of a bond or a simplified prospectus of a fund or fund rules, after the customer has confirmed having read them in the Netbank Service.

If execution of an order in a proper manner is endangered, the Bank is entitled to restrict trading through the Netbank portfolio service. The Bank may restrict the use of the service for orders related to book-entry accounts to which the customer only has user authorisation, even if such a book-entry account had been incorporated in the service in a manner laid down in clause 7 of these terms. The Bank may set a maximum and minimum limit for orders executed through the Netbank Service.

The limits may be customer-specific. Unless otherwise agreed, or specifically stated by the Bank, all the securities trading and other investment services in the Netbank Service are intended for use in Finland only. Securities trading and other investment services are not provided to persons residing in the United States of America or to companies and corporations operating from the United States of America.

#### **11. Information services**

In the Netbank Service the Bank may provide its own information services or information services offered by

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other service providers. These services may include, for example, financial information or information concerning credits, cards or other services. The Bank or other service provider is not liable for any loss caused by erroneous information or a delay or hindrance in the provision of information.

Unless otherwise specifically agreed, or stated by the Bank, the financial information services in the Netbank Service are intended for use by customers in Finland only. Financial information services are not provided to persons residing in the United States of America or to companies and corporations operating from the United States of America. The information supplied by the information services can under no circumstances be considered an offer, a recommendation or suggestion to buy or sell.

Personal customers are not entitled to use the financial information given in the service in professional securities trading, brokering or other comparable business activities.

Corporate customers and corporations already engaging in, or about to begin, securities trading, brokering or other comparable activities, undertake to notify the Bank of such activities when the agreement is being made, or when initiating the above activities. The Bank is entitled to debit the account of corporate customers and corporations engaging in the above activities with the user fee charged by the party supplying the information. The amount of the fee is stated in the tariff.

### **12. Loans and credit services**

The Bank defines the credit types and other financing services which can be incorporated in the Netbank Service. The Bank may provide the customer with information on his or her incorporated credits and other financing services through the Netbank Service. The customer may agree with the Bank or other service provider that all information on his or her credits or other financing services will be forwarded solely to the Netbank Service.

In the Netbank Service the customer can have the possibility of sending applications for certain credits and other financing to the

Bank or other service providers, and making credit and financing agreements. Applications, agreements and other undertakings made in the Netbank Service are

signed by entering the identification data. When the customer gives his or her identification data 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.

Unless otherwise specifically stated, a credit or financing agreement becomes concluded when the Bank or other service provider approves the application submitted by the customer. If a credit or financing decision is conditional and the entry into force of the decision requires surrendering the documents into the Bank's or other service provider's possession, an agreement is concluded once the customer has surrendered the required documents.

The terms of a credit or financing agreement and the decision concerning the agreement can be made available to the customer through the Netbank Service.

### **13. Insurance services**

In the Netbank Service the customer can have the possibility of taking out insurance policies offered by the service providers in the service, as well as fill in applications and submitting requests for change concerning his or her insurance policies. In situations of conflict, the details of an insurance policy are primarily settled in accordance with the valid terms of the insurance, contrary to what is laid down in clause 1 of these terms and conditions. Unless otherwise specifically agreed, or stated by the insurance company, the insurance services in the Netbank Service are intended for use by customers in Finland only. Insurance services are not provided to persons residing in the United States of America or to companies and corporations operating from the United States of America.

### **14. Availability of the services**

Customers have access to the Netbank Service 24 hours a day, seven days a week, except at times when the service is offline due to maintenance, updating or service breaks, power interruptions or other similar reasons. The Bank cannot guarantee its customers uninterrupted access to the services.

For well-grounded reasons, the Bank may restrict the availability of a service by notifying its customers accordingly in the service. The Bank aims to notify its customers well in advance. However, the Bank is not obliged to notify its customer in advance of temporary

interruptions in the Netbank Service or the individual services included in it.

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

Unless otherwise agreed, the Bank's duty to process an order or application begins at the earliest when the Bank's data system has received and accepted it. The Bank reserves a reasonable time to carry out the services. The Bank does not guarantee that orders or applications are processed in real time.

Similarly, the Bank does not guarantee that the maintenance of and support to the software, programs or applications enabling the use of the services are continuous or that they provide uninterrupted use of the services.

#### **15. Customer mail**

Customer mail in the Netbank Service is intended for communication between the Bank and the customer. The Bank may in situations determined by it receive the customer's declarations of intent via the customer mail. The Bank is not obliged, however, to handle or execute orders a customer has given in a customer mail message, such as payment or securities orders.

The Bank's Customer Service handles customer messages within a reasonable period after the receipt of the customer message and within the opening hours of the Customer Service currently valid. The messages sent from the customer mail function are not monitored in real time, and in urgent cases the customer must contact the Bank's Customer Service.

The Bank stores the customer mail for a period stated in the Netbank Service.

#### **16. Verification of information and responsibility for given information**

The date and content of an order, agreement, application or other declaration of intent, or other action of the customer related to the service is authenticated from the data systems maintained by the Bank or other service provider concerned and/or a telephone conversation recorded by the Bank.

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The customer is responsible for the accuracy of the information the customer has submitted to the Bank or other service provider concerned, and for any loss arising from submitting erroneous or insufficient information to them. Instructions and orders are carried out and applications processed on the basis of the information submitted.

Orders delivered to the Bank 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 the Bank. The Bank or another relevant service provider is not obliged to authenticate or supplement the information supplied by the customer.

The Bank and other service provider concerned are entitled to record in their data systems the information concerning the customer's contacts and banking towards them and to record telephone calls to authenticate agreements or orders and to develop services.

#### **17. Handling of personal data and customer information**

As a data controller the Bank processes personal data to deliver the products and services that are agreed between the parties and for other purposes, such as to comply with laws and other regulations. For detailed information on Nordea's processing of personal data, please review Nordea's privacy policy, which is available on Nordea's website or by contacting Nordea. The privacy policy contains information about the rights in connection with the processing of personal data, such as the access to information, rectification, data portability, etc.

Corporate customer and corporation shall forward Nordea's privacy policy to the individuals whose personal data it discloses to Nordea.

By using the Netbank Service, the customer gives explicit consent to the Bank to handle personal data that is necessary for providing the services.

Personal credit information of the customer may be used when the Netbank Service is adopted, when the identification data is renewed or when the customer makes applications for or agreements on services. The credit information is obtained from Suomen Asiakastieto Oy's credit information register. The Bank

obtains personal data also from other credit information registers.

Customers' information can be disclosed to other service providers concerned in order to identify the customer, execute or settle the action and transaction, if the customer uses the service in question.

### **18. Customer's complaints**

Any complaints and claims concerning a service provided by the Bank or an order submitted to the Bank must be submitted to the Bank in writing or in the form of customer mail included in the Netbank Service.

Complaints and claims must be submitted without delay or within 90 calendar days of the date of the transaction at the latest, unless service- specifically otherwise agreed between the customer and the Bank or unless otherwise laid down in imperative law.

If the customer uses services of a third-party service provider with access codes, any complaints concerning the services must be addressed to the service provider concerned.

The procedure for complaints concerning payment initiation services is determined in the general terms and conditions for payment transmission.

### **19. Right of withdrawal**

Agreements made by a consumer in the Netbank Service may involve a right of withdrawal. The right of withdrawal is stated in the product- specific details or terms of the product. 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.

A consumer is always entitled to withdraw from an agreement he or she has made in the Netbank Service by notifying the other party to the agreement, ie the Bank or other service provider, to this effect within 14 days of making the agreement. A notice of withdrawal can be made through Netbank's Secure mail, by letter or at the Bank's branch.

The notice of withdrawal must specify the agreement and include at least the following information: customer's name, personal identity number, information on the agreement to be withdrawn from

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and customer's signature. When a consumer withdraws from an agreement, the Bank or other service provider is entitled to charge a compensation for the performed service, as specified 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 withdrawal at the risk of the withdrawal becoming void.

The right of withdrawal does not apply to payment orders or products the price or value of which depends on changes in the financial markets beyond the Bank or service provider's control. Such orders and products include agreements on securities and investment services and products. The right of withdrawal does not apply when a matter handled by means of distance communications is related to an existing agreement, or if an agreement is fulfilled upon the consumer's specific request before the expiry of the period of withdrawal. Similarly, the right of withdrawal does not exist in connection with amendments to the agreement.

### **20. Copyright and trademarks**

The Bank, other service providers or third parties hold the copyrights, trademarks and other immaterial rights relating to the Netbank Service and the software, programs and applications provided by the Bank. All copyrights and all rights to trademarks and other immaterial rights have been reserved.

A customer using the Netbank Service undertakes not to publish, copy or distribute information contained in the services or the services or apps provided by the Bank electronically or through other communication channels without the written consent of the party holding the copyright. The customer is entitled to make a backup copy of an app provided by the Bank. The app may not be used for other purposes than its original purpose.

### **21. The Bank's right to interrupt the use of the identification data or the service**

#### **21.1 Bank's right to prevent the use of the identification data**

The Bank has the right to prevent the use of the identification data, leave an order submitted to it unexecuted or leave an application unprocessed

- 1) for reasons related to security;

- 2) if the identification data contain a manifest error;
- 3) if there is reason to suspect that the identification data are being used illegally or fraudulently;
- 4) if the customer uses the identification data in a manner essentially in breach of these terms and conditions
- 5) if the customer has died or
- 6) for a reason attributable to the law or other authoritative order.

In addition, the Bank is entitled to prevent the use of the identification data in the Netbank Service if the identification data authorise the use of credit and the risk that the account holder cannot meet his or her payment liability has considerably increased or the use of the Netbank Service without the additional information defined by the Bank at any given time and to be delivered by the customer on the customer or its banking is, at the Bank's discretion, against the legislation or authoritative orders regarding the detection and the prevention of money laundering and terrorist financing. However, in the preceding situation the identification data can be used as strong electronic identification.

The Bank notifies the customer in advance of preventing the use of the identification data or leaving an application uncompleted or unprocessed and of the reasons therefore in writing or as a message in the Netbank Service or immediately after the use of the identification data has been prevented if this is well justified for preventing or restricting loss. No notification will be made if the notification endangers the security or reliability of the payment services or if making such a notification was forbidden by law.

When there are no longer grounds for preventing the use of the identification data, the Bank restores the possibility to use the identification data at the customer's request. In this case the Bank

restores the possibility to use the existing identification data, sends the customer new identification data or a part thereof, or the customer and the Bank make a new agreement on the Netbank Service.

## **21. 2 The Bank's right to prevent the use of the services**

The Bank has the right to immediately interrupt the use of the services included in the Netbank Service in

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full or in part or to refrain from executing an order or to leave an application unprocessed due to endangerment of information security or a technical malfunction known in advance, or 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 the Bank has grounded reason to suspect use of the services in unlawful activities, or if use of the services leads to any loss or risk of loss to the Bank, other service providers or a third party.

The Bank may prevent the use of a payment initiation service or an account information service for a reason based on the law.

## **22. Liability for damages and the Bank's limitations of liability**

The Bank is liable to compensate the customer only for direct damage caused by the Bank's own error or negligence. In such a case the Bank only compensates a realised interest loss and the necessary and reasonable costs arising from investigating the damage, and refunds the service fees charged only insofar as they concern the negligence or error that caused the damage.

The Bank is not liable for any indirect damage caused to the customer unless the damage has been caused deliberately or through gross negligence. In such a case indirect damage refers to loss of income or unearned income caused by the Bank's faulty procedure or measures arising from it, damage caused by an obligation based on another agreement, or other comparable damage that is difficult to predict.

However, the Bank is liable for indirect damage caused by its negligence in the case of action against the obligations laid down in the payment services act or against the obligations agreed on in these terms and conditions based on the act in question. The Bank is not, however, liable for indirect damage caused by an error or negligence in the execution of a payment order unless the damage was caused deliberately or through gross negligence. 'Payment order' refers to an order given by a customer or a payee to his or her bank to execute a payment transaction. However, the Bank

is not liable for any indirect damage if the customer is a corporate customer or corporation.

The customer must take reasonable measures in order to limit the loss. If the customer neglects to do this, the customer is liable for the loss in so far that the customer has failed to take reasonable measures to limit the loss. However, damages payable by the Bank based on actions in breach of the law or an agreement can be conciliated, if the damages are unreasonable taking into consideration the reason for the breach, the customer's possible contribution to the loss, the consideration paid for a payment service, Nordea's possibilities to anticipate and prevent the damage and other circumstances.

The Bank is not liable for the operations, services and products offered by other service providers. As regards payment initiation and account information services, the liability is determined in the service-specific terms and conditions.

The customer is not entitled to any compensation solely due to the termination of this agreement or the interruption of the service, application or the use or distribution of the identification data in situations laid down in clause 6, 14 or 21 of these terms and conditions.

The Bank is not liable for loss arising due to force majeure or similar undue disruption of banking operations. Examples of such impediments potentially relieving the Bank of liability include

- action taken by the authorities,
- war or the threat of war, insurrection or civil unrest,
- disruption in postal services, automatic data processing, data transfer, and other electronic communications or electric power transmission beyond the Bank's control,
- interruption or delay in the Bank's operations due to a fire or other comparable disaster,
- industrial action, such as a strike, lockout, boycott or blockade, regardless of whether the Bank is involved or not.

Force majeure or any other of the above circumstances entitles the Bank to interrupt the provision of services until further notice.

### **23. Notifications between the Bank and the customer**

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### **General agreement terms and conditions governing services with access codes**

Unless otherwise agreed, the Bank delivers to the customer any service messages, notifications and amendments to the terms and conditions related to the services incorporated in the Netbank Service and to the applications provided by the Bank via the Netbank Service. The Bank may also issue notifications concerning the security of a payment service on its website.

The customer sends notifications concerning these terms and conditions to the Bank in writing, as a customer mail message via the Netbank Service or in some other way separately agreed on.

Unless otherwise agreed, the recipient is deemed to have received a notification sent by mail at the latest on the seventh day after its dispatch and an electronic notification on the day it was sent.

The customer can use the Finnish or the Swedish language when contacting the Bank. If a customer wants to use a language other than Finnish or Swedish, the user acquires and pays for the cost of any interpretation service that he or she may need.

### **24. The Bank's right to amend the agreement terms and service prices**

The Bank has the right to amend the agreement on services used with access codes, these general agreement terms and conditions, the specific agreement terms concerning the services, service prices and any other applicable fees.

The Bank informs consumers of amendments in the agreement terms and conditions or the service tariff in the Netbank Service or in writing. An amendment becomes effective as of the date notified by the Bank, however, at the earliest within two (2) months of the notification. The customer is considered to have accepted the amendment and the agreement will remain in force with the amended content unless the customer, if a consumer, notifies the Bank in writing or in the form of a customer mail message delivered in the Netbank Service that he or she does not approve the amendment. The consumer customer has the right to terminate this agreement with immediate effect until the stated date of entry into force of the amendment or with a period of notice that ends before the stated date of entry into force of the amendment. When the agreement is terminated, the Bank is

immediately entitled to stop the provision of the Netbank Service and to prevent the use of the identification data.

The Bank informs corporate customers and corporations of such amendments in the terms and conditions which essentially increase their obligations or decrease their rights and which do not arise from a legislative amendment, order of the authorities or changes in the inter- bank payment transfer system via the Netbank Service or in writing. The Bank notifies its customers of an amendment at least one (1) month before the proposed effective date of the amendment. The Bank will publish any other amendments to the terms and conditions at its place of business or on its website. The Bank announces changes in service fees or commissions by publishing them in its tariff. Such revisions become effective on the date stated by the Bank.

Amendments to the terms and conditions of the separate services offered in the Netbank Service and revisions of the service tariff are governed by the terms and conditions of the services in question.

During the contractual relationship the customer receives the terms and conditions of the agreement and advance information concerning the service in writing or via the Netbank Service.

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

An agreement on services with access codes comes into effect when the Bank has accepted the application signed by the customer. The agreement will be valid until further notice, unless otherwise agreed. The Bank reserves a delivery time for setting up the services. The customer is entitled to terminate the agreement in writing, effective immediately, without a period of notice. The Bank reserves a reasonable time for closing the service.

Responsibility for orders submitted through the service remains with the customer even after the agreement has been terminated. The Bank is entitled to carry out orders unless they are cancelled, each separately, in accordance with the terms and conditions governing each service.

The Bank is entitled to terminate an agreement with a consumer with two (2) months' notice and in the case

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of corporate customers and corporations with one month's notice. The notice of termination will be delivered to the customer as a message included in the Netbank Service or in writing.

Both contracting parties are entitled to rescind the agreement in writing if the other party has essentially breached against its obligations under the agreement.

The terms and conditions of the terminating and rescinding related to the separate services offered in the Netbank Service are defined in the terms and conditions of the services in question.

## **26. Assigning of the agreement**

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

The customer may not assign its rights or obligations under this agreement to a third party.

## **27. Customer guidance and legal remedies outside the courts of law Customers should primarily contact the Bank in questions concerning these terms and conditions.**

A consumer and small enterprise can submit disputes concerning these terms and conditions to the Finnish Financial Ombudsman Bureau (FINE, [fine.fi/en](http://fine.fi/en)), or the Banking Complaints Board operating as part of the Bureau; a consumer can also submit a dispute to the Consumer Disputes Board (KRIL, [kuluttajariita.fi/en](http://kuluttajariita.fi/en)). A customer can also inform the Financial Supervisory Authority ([finanssivalvonta.fi/en](http://finanssivalvonta.fi/en)) of the Bank's actions.

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

This agreement is governed by Finnish law.

Any disputes arising from this agreement between a consumer and the Bank are settled in the District Court of Helsinki or in the district court of the Finnish municipality in the jurisdiction of which the consumer is domiciled or permanently resident. If the consumer does not have a place of residence in Finland, any disputes arising from this agreement are settled in the District Court of Helsinki.

Any disputes arising from this agreement between a corporate customer or corporation and the Bank are settled in the District Court of Helsinki.

**29. Service provider and supervisory authority**

Nordea Bank Abp  
Satamaradankatu 5  
00020 NORDEA, Finland  
Business Identity Code: 2858394-9  
Tel: +358 (0)200 70 000 (local network charge/mobile call charge)  
nordea.fi/en

Nordea Bank Abp has been registered in the Trade Register maintained by the Finnish Patent and Registration Office. Nordea Bank Abp is domiciled in Helsinki.

Contact information of Nordea Bank Abp's branch offices that serve customers is available at [nordea.fi/en](http://nordea.fi/en).

Nordea Bank Abp's operations and activities are supervised by and licensing authority is:

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

Nordea Bank Abp is supervised within the bounds of its jurisdiction by:

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

In addition, the Consumer Ombudsman serves as the supervisory authority for consumer customers:

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