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### 1. You and Nordea

## In this chapter, we tell you about

- How you can contact us
- · How we can contact you



The service provider is Nordea Bank Abp, to which we refer in this document as "we", "us" or "Nordea".

### 1.1 How to contact us

You can send us notifications regarding your agreement digitally through Nordea Mobile or Netbank or through some other digital service that we offer or accept, or by post.

We process messages you send through Nordea Mobile and Netbank within a reasonable period of time after the receipt of each message and within the opening hours of our customer service. We store messages in Nordea Mobile and Netbank for the stated period of time. We are not obliged to execute orders you send in a message.

Your complaints concerning the service

If you have any complaints or demands concerning our services or any orders you have given us, please contact us without delay with a message through Nordea Mobile or Netbank or in writing.

If you use the services of a third-party service provider with your access codes, you must address any complaints concerning these services to the service provider in question.

### Ways of contacting us



Send us a message through Nordea Mobile or Netbank



Call us on 0200 70 000



Send us a letter by post; see our address details at the end of these terms and conditions

When you call Nordea Customer Service, we will verify your identity with your access codes. In this case, you are requested to personally enter the access codes in the Nordea ID app.

### 1.2 How we contact you

You must provide us with your up-to-date contact details and other information we request.

We will send you service messages, notifications and messages about amendments to these terms and conditions to Nordea Mobile and Netbank. We may also send messages and notifications by text message, email or post.

We will send your access codes digitally to the telephone number or email address you have provided to us. We may also send your access codes to you by post.

In the case of a corporate or institutional customer, we may send the access codes to its contact person if the customer has informed us of a contact person.

We may send the access codes to the address we have obtained from public registers maintained by the authorities or from other reliable sources.

#### Be aware of phishing and other scams

Never reveal your access codes to any outsiders asking for them over the phone or otherwise. Never disclose your access codes through a request or link sent via a text message, a direct messaging app, a social media platform, an email or similar contact method.

Never download any software to your electronic devices based on instructions given by external parties or open any links sent by parties that are unknown to you.

Please be aware that banks, public authorities and other reliable organisations will never ask for your access codes using the methods mentioned above!

### Your access codes are personal

Your access codes are your personal means of payment and identification. When you use your access codes, it corresponds to your personal signature, and therefore any actions you take after verifying your identity with your access codes are binding on you.

### 2. Your access codes

### In this chapter, we tell you about

- Your access codes
- How to use them
- · How to store them safely
- Identifying yourself in other service providers' services
- What to do if your access codes are lost



#### 2.1 Access codes

Your access codes consist of the identification data and means of identification, as currently determined by us. The access codes may also include biometric identification. We determine the identification data and means of identification to be used in each service.

We may replace your access codes or a part of them by providing you with new identification data or means of identification.

In these terms and conditions, "access codes" refer to the identification method as a whole or to a part of it, for example an individual piece of identification data, such as a user ID.

### 2.2 Using your access codes

Your access codes are your personal means of identification in digital services. You can use them to identify yourself in our digital services and when calling our customer service. You can also use your access codes for confirming various actions, such as payments (use as a method of payment), and signing agreements in our services. You may also use your access codes for identification in third-party services (use as strong electronic identification) if we have agreed on this with you.

Using your access codes corresponds to your personal signature. All payments, orders, applications, agreements, other declarations of intent and messages that have been issued or completed using your access codes are binding on you and the party you represent.

### 2.3 Storing your access codes

It is your responsibility to store your access codes carefully and to regularly ensure that they are kept in a safe place. Never store all your personal identification data, such as your user ID, codes, PIN or password, together in the same place, for example in your purse or wallet, handbag, phone or home.

### Look after your access codes and never reveal them to others

You should memorise the identification data related to the use of the access codes. Never allow anyone else — including your family members — to use your access codes or Nordea Mobile or Netbank connection even partially. Never allow anyone else to use the service connection opened with your access codes.

Ensure your computer's and mobile device's security by updating their operating systems and the software and apps installed on them. Protect your computer with a firewall restricting network traffic and with anti-virus software.

### Protect your access codes

Always protect the device, such as the computer, mobile device or mobile phone, with which you use your access codes so that nobody can take possession of or see your access codes.

Read the data security instructions on Nordea's website (www.nordea.fi/security).

### Use of Nordea's applications on a shared mobile device

You cannot assign different biometric identifiers for different users on one device, which means that activating biometric identification in Nordea's apps allows all users who have saved their biometric identifiers on the device to access app data. We do not recommend using biometric identification in our apps on shared devices.

## 2.4 Identifying yourself in other service providers' services

You can use your access codes to verify your identity in thirdparty services requiring strong electronic identification if we have agreed on this with you. When using the services of other service providers and entering into agreements using your access codes, you undertake to comply with the terms and conditions and instructions of these services. We are not a party to any agreements you conclude with other service providers.

# 2.5 What to do if you lose your access codes or they fall into the hands of someone else

If you lose your access codes or have reason to suspect that they have or may have fallen, even partially, in the hands of someone else, you should contact us immediately in order to prevent any unauthorised use of your access codes. You are obliged to specify the identification data or means of identification that you have lost or you suspect have fallen into the hands of someone else.

If you are unable to specify the identification data or means of identification that you have lost or that have fallen into the hands of someone else, we have the right to block, permanently or temporarily, the use of all access codes that are available to you. We are not obliged to compensate you for any costs or damage resulting from a permanent or temporary block of the access codes.

How to file a report

You should report the loss of your access codes or cases where they have fallen into the hands of someone else by calling our customer service, or our blocking service when our customer service is closed. You can also report such cases in person at any of our branches in Finland during their opening hours. You can find our up-to-date contact information on our website at nordea.fi.

### 2.6 Our right to temporarily block the use of your access codes

We have the right to prevent the use of your access codes or to refuse to execute an order or process an application submitted to us for the following reasons:

- security concerns;
- if your access codes contain an obvious error;
- if there is a reason to suspect that your access codes are being used unlawfully or fraudulently;
- if you are using your access codes essentially in breach of these terms and conditions;
- for a reason attributable to the law or other official regulations or
- if you do not provide the additional information we request concerning yourself or your banking, and your failure to do so is, in our opinion, a violation of the legislation or official regulations governing the prevention of money laundering and terrorist financing.

In addition, we are entitled to prevent the use of the access codes as a means of payment if they authorise you to use credit and the risk that you cannot meet your payment obligations has increased considerably.

We will notify you in advance if we will prevent the use of the access codes or refuse to execute an order or process an application submitted to us and we will tell you the reasons for this in the manner agreed in these terms and conditions; in some cases we will notify you immediately after we have prevented the use of the access codes so as to prevent or limit any losses. We will not notify you if the notification could endanger the security or reliability of the payment services or if making such a notification is forbidden by law.

If there is no longer any reason to prevent the use of the access codes, we will make the access codes available to you again at your request. In such a case we will either unblock your existing access codes, provide you with new access codes or conclude a new agreement on the use of access codes with you.

### 3. Our digital services

## In this chapter, we tell you about

- Our services used with access codes
- Availability of services
- · Devices, software and telecommunications

### 3.1 Services used with access codes

By "services" we mean the digital services that we offer and that you can use by identifying yourself in them using your access codes. A service can also be provided by a company that belongs to the same group as us.

#### Nordea Mobile

Nordea Mobile is a mobile banking app that can be downloaded to your phone, tablet or other device and allows you to have your banking services at hand wherever you are.

#### Nordea Netbank

Nordea Netbank is an online banking application accessed with a web browser, where you can handle your daily banking quickly and easily.

Nordea Mobile and Netbank contain online service of payment account feature (in Finnish "Maksutilin verkkopalvelu").

We have the right to apply changes to our services and determine the services and functions that you can use by verifying your identity with your access codes or that you can link to Nordea Mobile or Netbank.

### Avoid links and search engines when logging in to services

Log in to services from the service providers' websites and official mobile apps. Avoid clicking links and using search engines when logging in to services with your access codes. Download and update apps on your devices only from official app stores. If you have doubts about the authenticity of a service you are using, you should stop using it immediately.

### 3.2 E-invoices

You can receive your invoices digitally in Nordea Mobile and Netbank from invoicers who offer e-invoices as an option. The service complies with the description concerning the Finvoice Intermediation Service of Finance Finland.

You can order notifications about your invoices and agree with us on the automatic payment of invoices.

You are responsible for checking, paying and archiving e-invoices. If you have any complaints about an invoice, you must address them to the invoicer.

You must inform senders of e-invoices of your e-invoicing address via the e-invoice service or in some other manner.

We will transmit e-invoices and any other messages to you based on the information provided by each invoicer. Invoicers may not send e-invoices to you if you have not indicated your willingness to receive them or have prohibited their sending. We are not responsible for any invoicer's actions and are not obliged to ensure that an invoicer fulfils the agreements they have concluded with you. We have the right to transmit all e-invoices and e-invoice proposals sent to your e-invoicing address to you in Nordea Mobile and Netbank without checking whether you have agreed with the sender that they will send you e-invoices or e-invoice proposals. The invoicers are always responsible for the content, correctness and relevance of their e-invoices.

E-invoices will become available for you to process in Nordea Mobile and Netbank at the latest on the next banking day after we have received them. We will keep e-invoices available to you in Nordea Mobile and Netbank for at least twelve (12) months of the date on which they were delivered to us. After this period, we are no longer obliged to store your e-invoices.

You are considered to have accepted the delivery of an e-invoice once we have made it available to you in Nordea Mobile and Netbank. Neither the invoicer nor we will deliver an invoice sent as an e-invoice to you in any other format. However, invoices can be delivered by post as a paper printout to the address provided to us by the invoicer. Reminder invoices may be delivered as paper printouts.

We will execute the payment of an e-invoice only after you issue an order for us to do so. You can submit an order concerning automatic payment in Nordea Mobile or Netbank for each invoicer or invoice subject. If an incoming e-invoice does not meet the conditions you have set in the order concerning automatic payment of e-invoices or if the account balance is insufficient at the time of debiting, we will not execute the order concerning the e-invoice; in such a case, you must confirm the payment of the e-invoice separately. If the due date of an e-invoice is not a banking day, we will execute the payment order on the first banking day following the due date.

You accept that we have the right to disclose certain identification data on you that are subject to bank secrecy and that are necessary for transmitting e-invoices to the invoicer and the invoicer's bank or subcontractor and to notify them that you have accepted their e-invoice proposal concerning an invoicer or an invoice subject or that you have cancelled an e-invoice subscription.

If an e-invoice has been transferred to be paid or has been paid from a joint account held by several account holders or from an account which an authorised user of the account can monitor in Nordea Mobile and Netbank, the other parties to the account can view the e-invoice itemisation through the e-invoice payment proposal or, in the case of a paid e-invoice, through the account transaction concerning the e-invoice in Nordea Mobile and Netbank.

We are not liable for damage arising from the actions of a third party, such as a data communications or telecommunications operator, an invoicer or some other party related to the handling of invoice material. We are not responsible for any resulting damage if you fail to confirm an e-invoice, confirm an e-invoice late, confirm an e-invoice after altering the payment information or confirm an e-invoice without checking it. Any additional services of the e-invoice service you agree on do not remove your responsibility to track the status of the e-invoices in Nordea Mobile or Netbank

If the transmission of an e-invoice is delayed for a reason attributable to us, we will compensate you for the statutory default interest and reasonable handling expenses. Neither we nor the invoicer's bank are liable for indirect damage or damage caused to a third party.

### 3.3 Payment orders

You can submit orders concerning the payment types currently determined by us through Nordea Mobile or Netbank. We may determine payment-specific maximum or minimum limits or other usage limits, such as account-specific or customer-specific usage limits, and may determine the payments that count towards those limits.

We may also offer you the opportunity to set usage limits on all payments or certain payment types. A usage limit may apply to a certain type of payment or per day, for example.

We may request an additional confirmation for a payment order you submit. The additional confirmation is part of the payment order, and the payment order is not considered to have been submitted until we have received the additional confirmation. If we receive the additional confirmation for a payment after the payment's due date, we will begin executing the payment order immediately after receiving the additional confirmation.

Payment orders to be executed, including orders submitted through a payment initiation service provided by a third party, are subject to these terms and conditions as well as Nordea's general terms and conditions for payment transmission.

You must ensure that the account to be debited has sufficient balance to cover the payments. In addition to what is stated in the general terms and conditions for payment transmission, we may refuse to transmit a payment if:

- your account does not have sufficient balance to cover the payment,
- the payment order was issued with incomplete information,
- the payment is below the minimum limit or above the maximum limit set for payments,
- the payment exceeds the usage limit set by us or you,
- we have not received the additional confirmation we requested in accordance with our instructions,
- the payment is suspicious or questionable for security reasons or
- the payment is otherwise unsuitable for transmission through the service.

We are not responsible for any damage resulting from the fact that we did not transmit a payment. We will notify you if we refuse to transmit a payment in the manner agreed in these terms and conditions, unless such a notification is prohibited by regulations.

### 3.4 Payment initiation service

We provide a payment initiation service where you can make payments through us from a payment account maintained by an account servicing payment service provider. In this service, we initiate the payment order at your request from an account you hold outside of Nordea and we process the information needed for providing the service. In such a case, our role is that of a payment initiation service provider. In this context, "account servicing payment service provider" (ASPSP) is defined as another bank where you hold a payment account which is accessible online. When verifying your identity with the account servicing payment service provider through our payment initiation service, you must use the means of identification provided by this account servicing payment service provider.

Your payment order is considered to have been received once we have obtained all the information necessary for executing the order. When we have received a request to initiate a payment order, we will communicate the payment order to the account servicing payment service provider, which will execute the payment transaction. If the initiation of the payment order is successful, you will receive a notification in which we confirm that the account servicing payment service provider has initiated the payment order appropriately. We will provide you with a reference for identifying the payment transaction as well as inform you of the amount of the transaction and its costs, if any.

When offering the payment initiation service, we are responsible for initiating payment transactions but not for their execution. The account servicing payment service provider will provide all information necessary for initiating a payment transaction and will be responsible for executing it according to their own terms and conditions. A confirmation of an initiated payment transaction is a confirmation of successful initiation, not of an executed payment.

In the case of incorrectly executed or unauthorised payments, you must present your demand for a refund of payment to the account servicing payment service provider.

As the payment initiation service provider, we must prove that the transaction was authenticated and recorded and that it was not affected by a technical disruption or other deficiency in our service.

If you have initiated through us a payment transaction from an account you have with an account servicing payment service provider, you cannot cancel the payment order after providing us with your consent for initiating the payment transaction.

If you use our account information service, we may use the information collected through this service when initiating a payment order through our payment initiation service.

## 3.5 Securities trading and other investment services

If you have concluded an agreement concerning a bookentry account and the custody of securities with us, you can link a trading service we offer to Nordea Mobile or Netbank. This allows you to submit buy and sell orders concerning book-entry securities and other securities covered by the service as well as subscription and redemption orders concerning fund units. In addition, you can receive information on the book-entry securities, other securities, classes of book-entry securities and fund units held in custody on your book-entry account.

We can also agree separately on adding other securities trading and investment services to the service. The payments arising from your orders are debited from the account stated in the agreement on book-entry accounts and custody of securities. If the account does not have enough 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, you will be responsible for any loss due to the lack of funds. Otherwise these terms and conditions are applied to the securities trading and other investment services unless they conflict with the general terms and conditions 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 each fund are applied, and in the case of regular fund saving schemes, general terms and conditions of regular fund savings agreement are applied. You are deemed to have received information on a security or other financial instrument, on the execution of a service or on a service provider, such as the terms and conditions of a bond or a simplified prospectus of a fund or fund rules, once you have confirmed that you have read this information in Nordea Mobile or Netbank.

We have the right to restrict trading through the service if the execution of an order in a proper manner is endangered. We

may restrict the use of the service for orders related to bookentry accounts which the customer does not hold but is authorised to use, even if such a book-entry account is linked to the service in a manner described in these terms and conditions. We may set maximum and minimum limits for orders executed through Nordea Mobile and Netbank, and these limits may also be specific to individual customers. All the securities trading services in Nordea Mobile and Netbank are intended for use in Finland only and are directed at customers located in Finland, unless we state otherwise. We do not offer securities trading and other investment services to persons residing in the United States of America or to companies and institutions operating from the United States of America.

#### 3.6 Information services

We may provide our own information services or information services offered by other service providers in Nordea Mobile and Netbank, including financial information or information concerning loans, cards or other services. Neither we nor the other service providers are liable for any loss caused by incorrect information or a delay or disruption in the provision of information. The financial information services included in Nordea Mobile and Netbank are intended for use in Finland only and are directed at customers located in Finland, unless we state otherwise.

We do not provide financial information services to persons residing in the United States of America or to companies and institutions operating from the United States of America. The information included in the information services can under no circumstances be considered an offer, a recommendation to sell or a solicitation to buy or sell. You are not entitled to use the financial information given in the services for engaging in professional securities trading, securities brokerage or other comparable business activities. If you are a corporate or institutional customer already engaging in, or intending to engage in, securities trading, securities brokerage or other comparable activities, you undertake to notify us of such activities when we are concluding the agreement or when you initiate the above activities. We are entitled to debit the account of corporate and institutional customers engaging in the above activities with the user fee charged by the party supplying the information. The amount of this fee is stated in the tariff.

### 3.7 Insurance services

In Nordea Mobile and Netbank, you may have the opportunity to submit applications concerning insurance contracts or requests to change your insurance contracts to their service provider, as well as the possibility to conclude insurance contracts. In cases of conflict, the details of an insurance contract are primarily settled in accordance with the valid terms and conditions of the insurance contract in question. The insurance services included in Nordea Mobile and Netbank are intended for use in Finland only and the services are directed at customers located in Finland, unless stated otherwise by the insurance company. We do not provide insurance services to persons residing in the United States of America or to companies and institutions operating from the United States of America.

## 3.8 Devices, software and telecommunications connections that you need

It is your responsibility to acquire, at your own cost, the devices, software, connections and other services required for using our services, to ensure that they are up to date and secure and to protect them against unauthorised use. We cannot guarantee that you will be able to use the services we offer on your devices.

We have the right to interrupt the provision of our services if the devices you use pose a threat to the security of our services.

You will find up-to-date information on the technical requirements for using our services on our website at nordea.fi/en

### 3.9 Availability of services

Nordea Mobile and Netbank are available to you 24 hours a day, seven days a week, with the exception of breaks caused by servicing, updates, maintenance, disruptions or other similar reasons. We cannot guarantee that you will have uninterrupted access to our services.

For a justified reason, we may restrict the times when you can use a service by notifying you of this in the service in question or on our website. We will strive to post the notification well in advance. However, we are not obliged to provide an advance notification of disruptions in Nordea Mobile or Netbank or the individual services included in them.

Our services may have primary service hours that we announce in each service.

Unless agreed otherwise, our obligation to process an order or an application starts, at the earliest, when it has been received and accepted in our data system. We cannot guarantee that orders or applications will be processed in real time, as we reserve reasonable processing times. We do not guarantee that we will provide continuous maintenance and support for the software, programs or applications enabling the use of the services or that they will enable uninterrupted use of the services.

### 3.10 Our right to prevent the use of the services

We have the right to immediately interrupt the use of the services in Nordea Mobile and Netbank in full or in part or to refuse to execute an order or to process an application if information security is endangered or we become aware of a technical disruption in advance; if you use the services against their purpose or do not comply with the terms and conditions of the services; if there is a reason attributable to the law or other official regulation; if you are a corporate or institutional customer and you are declared bankrupt, undergo corporate restructuring proceedings or are placed in liquidation; if you apply for composition proceedings or suspend payments; or if we have a justified reason to suspect that our services are being used for unlawful activities or in a way that leads to any loss or risk of loss to us, other service providers or a third party.

We may prevent the use of a payment initiation service or account information service provided by a third party for a regulatory reason.

### 4. Our agreement

# In this chapter, we tell you about



 Our agreement and how it can be amended or terminated

### 4.1 Entry into force, validity and applicable law

Our agreement enters into force once it has been signed or we have accepted your application to conclude an agreement. The agreement is valid until further notice unless we have agreed otherwise. We reserve a delivery time for setting up the services.

During the validity of the agreement, the relevant terms and conditions and tariff are available to you on our website and from our branches in Finland. You can also request these documents from us for free during the validity of the agreement, and we will provide them to you as agreed in these terms and conditions.

If you have linked other services to Nordea Mobile and Netbank, these other services will be subject to these terms and conditions as well as their specific terms and conditions and tariff.

Our agreement is governed by Finnish law.

### 4.2 Language

During the validity of the agreement, we may communicate with you in Finnish or Swedish as agreed. If you wish to communicate with us in any other language, we may agree to this separately. In such a case, you will have to pay the feesof an interpreter.

### 4.3 Our tariff

We will charge your account for the use of the services stated in our agreement according to our valid tariff or applying fees that we have agreed on otherwise. Our current tariff is available on our website and at our branches.

# 4.4 Amendments to and assignment of the agreement

We have the right to amend our agreement, these terms and conditions, the prices of our services and any other fees we charge.

Any amendment becomes effective as of the date announced by us, but no earlier than two (2) months from the date of the announcement.

You are considered to have accepted an amendment and our agreement will remain in force with the amended content unless you notify us by the effective date of the amendment, in writing or in a message sent through Nordea Mobile or

Netbank, that you do not accept the amendment. Until the announced effective date of an amendment, you have the right to terminate our agreement with immediate effect or with a period of notice that ends before the effective date of the amendment in question. If you object to an amendment, you and we have the right to terminate our agreement in accordance with these terms and conditions.

We have the right to assign our rights and obligations under our agreement to a third party. You do not have the right to assign our agreement to any third party.

## 4.5 Amendments to agreements concluded with corporate customers

We announce amendments to these terms and conditions at our places of business or on our website. We announce changes in service fees or commissions by publishing them in our tariff. Amendments will enter into force on the date announced by us.

We inform our corporate and institutional customers of amendments to these terms and conditions which materially increase their obligations or decrease their rights and which are not due to changes in legislation, an official regulation or changes in the inter-bank payment transfer system. We provide this notification in the manner agreed in these terms and conditions. We will notify these customers of an amendment at least one (1) month before the proposed effective date of the amendment.

### 4.6 Your right to terminate the agreement

You may terminate your agreement with immediate effect without any notice period. If you wish to terminate your agreement, please inform us in one of the ways stated in these terms and conditions. We have the right to complete your orders unless they are cancelled, each separately, in accordance with the terms and conditions governing each service.

We reserve a reasonable time for closing the services.

#### 4.7 Our right to terminate the agreement

We have the right to terminate the agreement with a notice period of two (2) months. In the case of corporate and institutional customers, the notice period for terminating the agreement is one (1) month. We will notify you of the termination in the manner stated in these terms and conditions.

### 4.8 Cancellation of the agreement

Both we and you have the right to cancel the agreement in writing if the other party has materially breached its obligations under the agreement.

## 4.9 Consequences of the termination or cancellation of the agreement

Once the agreement is terminated or cancelled, we are immediately entitled to stop providing Nordea Mobile and Netbank and to prevent the use of your access codes.

### 5. Division of liability

## In this chapter, we tell you about

- The division of liability concerning the use of your access codes
- Our liability for damages and limitations on our liability

### 5.1 Your liability when using your access codes as a means of payment

A payment is considered unauthorised if you have not consented to it in the manner we have agreed.

In the event that your access codes are used without authorisation, you are liable for any damage resulting from the unauthorised use of your access codes and for any commitments made with them if:

- 1) you have given your access codes to someone else, or given someone else access to a service connection opened with them;
- 2) your access codes are lost or someone else gains access to them unauthorised access to them or your access codes are used unlawfully because of your negligence or because you have neglected your obligations under these terms and conditions; or
- 3) you have neglected your duty to notify us or the blocking service in the manner described above that your access codes have been lost, that someone else has gained access to them unlawfully or that they have been used unlawfully, or you have not provided the notification without undue delay after having detected this.

In the case referred to in paragraph 1 above, you are liable for the damage caused by the unauthorised use of your access codes in full, and in the cases referred to in paragraphs 2 and 3 above, you are liable up to a maximum sum of 50 euros.

However, you are always liable for the damage in full if you have acted intentionally or been grossly negligent. We are liable for the unauthorised use of your access codes in the following instances even if the criteria for your liability described in paragraphs 1, 2 and 3 above are fulfilled:

- 1) We are liable for the damage resulting from the use of your access codes after we have been informed or the blocking service has been informed that your access codes have been lost, that someone else has gained access to them unlawfully or that they have been used unlawfully.
- 2) We are liable for the damage if we have not ensured that it is possible for you to make a notification at any time that your access codes have been lost, that someone else has gained access to them unlawfully or that they have been used unlawfully.

However, in spite of what is stated above, you are fully liable for any unauthorised use of your access codes if you have intentionally made a false notification or otherwise acted fraudulently.

# 5.2 Your liability when using your access codes for verifying your identity

If your access codes have been used unlawfully for strong electronic identification, you are liable for any damage caused by this and for any commitments made with your access codes if:

- 1) you have given your access codes to someone else, or given someone else access to a service connection opened with them;
- 2) your access codes are lost or someone else gains access to them unlawfully or your access codes are used unlawfully as a result of your negligence which cannot be considered slight; or
- 3) you have neglected your duty to notify us or the blocking service in the manner described above that your access codes have been lost, that someone else has gained access to them unlawfully or that they have been used unlawfully, or you have not provided the notification without undue delay after having detected this.

In the above-mentioned cases, you are liable in full for any damage caused by the unauthorised use of your access codes.

However, you are not liable for the unauthorised use of your access codes in the following instances even if the criteria for your liability described in paragraphs 1, 2 and 3 above are fulfilled:

- 1) whenever your access codes have been used after we have been informed or the blocking service has been informed that your access codes have been lost, that someone else has gained access to them unlawfully or that they have been used unlawfully;
- 2) if we have not ensured that it is possible for you to make a notification at any time that your access codes have been lost, that someone else has gained access to them unlawfully or that they have been used unlawfully; or
- 3) if the service provider using the identification service has not checked the systems or registers maintained by us to see if there is a usage restriction concerning your access codes or information concerning the blocking or closure of your access codes.

# 5.3 Special terms and conditions on corporate and institutional customers' liability

Corporate and institutional customers are liable for any action taken using their access codes and for any damage resulting from these actions in full up to the moment when we have been notified that the access codes are lost, that someone else has gained access to them unlawfully or that they have been used unlawfully, and we have had reasonable time to prevent the use of the service.

However, a corporate or institutional customer is also liable for all damage whenever the access codes have been used after we have been notified or the blocking service has been notified that the access codes are lost, that someone else has gained access to them unlawfully or that they have been used unlawfully, if the corporate or institutional customer has intentionally made a false notification or otherwise acted fraudulently.

Corporate and institutional customers accept that a person who uses their access codes is always authorised to use their accounts and other services that are linked to Nordea Mobile and Netbank, even if we have not been separately notified of this.

# 5.4 Our liability for damage and limitations on our liability

We are liable to compensate you only for direct damage caused by our own error or negligence. In such a case, we will only compensate you for a realised interest loss and the necessary and reasonable costs arising from investigating the damage, and we will refund the service fees we have charged only to the extent that they concern the negligence or error that caused the damage.

We are not liable for any indirect damage caused to you unless the damage has been caused deliberately or through gross negligence. Indirect damage includes loss of income, ungained profit, damage caused by an obligation based on another agreement, or other comparable damage that is difficult to predict, which has been caused by our faulty procedure or measures resulting from it.

We are nevertheless liable for indirect damage caused by our negligence if we act against the obligations laid down in the Finnish Payment Services Act or against the obligations agreed on in these terms and conditions based on the act in question. We are 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. Despite what is stated above, we are not liable for any indirect damage caused to our corporate or institutional customers.

You must take reasonable measures to limit the damage caused to you. If you neglect to do this, you are liable for the damage to the extent that you failed to take reasonable measures to limit it. Compensation payable to you as a consequence of actions violating the law or our agreement may be conciliated if the compensation is unreasonable taking into consideration the reason for the violation, your possible contribution to the damage, the fee paid for the service in question, our possibilities to anticipate and prevent the damage and other circumstances.

We are not liable for the operations, services and products of other service providers. You are not entitled to any compensation solely due to the termination of our agreement or the interruption of the use or distribution of a service, an application or your access codes.

We are not liable for damage arising from a force majeure or a corresponding unreasonable impediment to our operations. Examples of such impediments potentially relieving us from liability include:

- action taken by the authorities,
- · war or threat of war, insurrection or civil unrest,
- disruption in postal services, automatic data processing, data transfer or other electronic communications or electric power transmission beyond our control,
- an interruption or delay in our operations caused by a fire or other accident,
- a strike, blockade, lockout, boycott or other similar circumstance even if it does not concern us directly or even if we are not a party to it.

A force majeure or any other of the above circumstances gives us the right to interrupt the provision of the service until further notice

### 6. Other important matters

### In this chapter, we tell you

#### about

- Your right to withdraw from the agreement
- · How we process your personal data
- Verification of information and responsibility for the information provided
- How potential disputes concerning the agreement are resolved
- · Copyright and trademarks
- Further information on us as the service provider and the authorities supervising us

### 6.1 Right of withdrawal

You may have a right to withdraw from agreements you conclude through Nordea Mobile or Netbank. The right of withdrawal is stated in the product-specific details or the terms and conditions of each product. If the product-specific details or terms and conditions of the product do not state a right of withdrawal and/or otherwise specify the exercise of such a right, the following terms and conditions will apply.

You have the right to withdraw from an agreement you have concluded in Nordea Mobile or Netbank by notifying us or the other relevant service providers about your withdrawal within 14 days of concluding the agreement. You can notify us of a withdrawal in the manner stated in these terms and conditions.

The notice of withdrawal must be specific and include at least the following details: your name, your personal identity number and information on the agreement you are withdrawing from. When you withdraw from an agreement, we are or the other service provider is entitled to collect compensation for the service provided as stated in the product-specific description. Any payments or other assets you have received based on the agreement must be returned within 30 days from sending the notice of withdrawal, or otherwise your withdrawal will become void.

The right of withdrawal does not apply to payment orders or to products the price or value of which depends on changes in the financial markets beyond our or the other service provider's control.

Such orders and products include agreements on securities and investment services and products. There is no right of withdrawal when your request or order is related to an existing agreement, or when an agreement is amended, or if an agreement has been fulfilled before the end of the withdrawal period at your specific request.

### 6.2 How we process your personal data Consent to the processing of personal data

By using services with your access codes, you explicitly consent to us processing personal data that is necessary for providing the services.

### Processing of personal data

As a data controller, we process your personal data when we offer the services that we have agreed on with you. Additionally, we process your personal data for other purposes, including compliance with regulations and orders by the authorities. Our Privacy Policy, which is available on our website, contains more information about how we process personal data and about your rights in connection with the processing of your personal data, such as the right to access and rectify your data and the right to data portability. You can also obtain our Privacy Policy by contacting us.

# 6.3 Verification of information and responsibility for the information provided

The date and content of an order, agreement, application or other declaration of intent, as well as any other actions of yours related to the service, are verified from the data systems maintained by us or the other service providers concerned and/or from telephone conversations recorded by us. You are responsible for the correctness of the information you submit to us or the other service providers concerned, and for any resulting damage if you submit incorrect or insufficient information. Orders are executed and applications processed based on the information provided. Orders submitted to us through a third-party service provider are executed based on the content we have received.

We or the other service providers are not responsible for verifying or supplementing the information you submit. We and the other service providers have the right to record in our respective data systems the information concerning your contacts and banking and to record telephone calls to verify agreements or orders and to develop services.

### 6.4 Settlement of disputes

Please always contact us first if you have any questions about the agreement. If we cannot resolve a potential dispute through negotiations, you are entitled to refer the dispute to the Finnish Financial Ombudsman Bureau (FINE) (www.fine.fi) or the Consumer Disputes Board (www.kuluttajariita.fi). You can also report our conduct to the Finnish Financial Supervisory Authority (finanssivalvonta.fi).

If you have submitted a customer complaint to us, we will provide a response through Nordea Mobile and Nordea Netbank.

Any disputes arising from our agreement are settled in the District Court of Helsinki or, if you are a consumer, in the district court of the Finnish municipality in the jurisdiction of which you are domiciled or permanently resident. If you do not have residence in Finland, disputes are settled in the District Court of Helsinki.

### 6.5 Copyright and trademarks

We, the other service providers or third parties hold the copyrights, trademarks and other intellectual property rights relating to Nordea Mobile and Nordea Netbank as well as the software, applications and other products and services provided by us.

You undertake not to publish, copy or redistribute information contained in the services, or the services or applications provided by us, digitally or through other communication channels without the written consent of the owner of the copyright. You have the right to make a backup copy of an application provided by us. The application may not be used for any other purposes than its original purpose.

### 6.6 Service provider and supervising authority

#### Service provider



Nordea Bank Oyj Satamaradankatu 5 00020 NORDEA Y-tunnus: 2858394-9



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nordea.fi

Nordea Bank Abp is 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 branches that serve customers is available at nordea.fi/en.

### Nordea Bank Abp's operations are supervised by and the licensing authority is the



Euroopan keskuspankki (EKP) Sonnemannstrasse 22 60314 Frankfurt am Main, Saksa



+49 69 1344 0



ecb.europa.eu

### Nordea Bank Abp is supervised within its powers by the



Finnish Financial Supervisory Authority Snellmaninkatu 6 / PL 103 00101 Helsinki



+358 (0)9 18351



finanssivalvonta@finanssivalvonta.fi



finanssivalvonta.fi

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



Finnish Competition and Consumer Authority PO Box 5 00531 Helsinki



+358 (0)29 505 3000 (vaihde)



kkv.fi