

## 1. Creditor

Name	Nordea Finance Finland Ltd
Domicile	Helsinki
Address	Aleksis Kiven katu 9, FI-00020 NORDEA
Business ID	0112305-3
Telephone	+358 (0)200 70 000
Website	<a href="http://nordearahoitus.fi">nordearahoitus.fi</a>

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

In the FlexiCredit application / agreement and in these agreement terms and conditions, references to the terms 'applicant' and 'borrower' in the singular also mean a reference to the plural forms 'applicants' and 'borrowers' jointly and severally, if the application / agreement concerns several persons in the position in question.

## 2. Definitions

**2.1 In the calculation of the annual percentage rate of charge**, credit costs refer to the total amount of interest, expenses and other charges payable by the borrower as a result of the credit relationship and known to the creditor. When calculating the maximum sum of credit costs, credit costs are defined as in clause 11.

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

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

**2.4 International sanctions** refer to financial or other sanctions imposed by the European Union or the United Nations Security Council, and other sanctions, notifications and regulations published by domestic and foreign authorities such as the OFAC (Office of Foreign Assets Control).

## 3. Credit granting, review and use of credit data and processing of personal data

A credit can be granted upon application to one (1) or two (2) applicants having reached the age of 18. Both signatories of the credit application are jointly and severally liable for compliance with all terms and conditions of the credit and its repayment.

The minimum credit amount is EUR 2,000 and the maximum amount is EUR 50,000. The creditor may grant a smaller credit than applied for.

When granting, processing and monitoring credit, the bank uses the applicant's personal data. The personal data is obtained from the borrower, from registers maintained by the authorities such as the positive credit register maintained by the Tax Administration, from registers maintained by the bank and companies belonging to the same group, from organisations providing credit information, such as the credit information register of Suomen Asiakastieto Oy, and/or from other reliable sources. Data obtained for the purpose of knowing the customer may be used for making the credit decision and for credit control.

The bank submits statutory and up-to-date data about the credit to the positive credit register.

The creditor notifies the applicant of the decision made on the basis of the application. An application approved by the creditor and the current agreement terms and conditions of the credit constitute an agreement between the applicant(s) (hereinafter the borrower) and the creditor.

The creditor gives the borrower the reason for the rejection of the credit application if the rejection results from the borrower's credit information.

Acting as a controller, the creditor processes personal data when it delivers products and services agreed on by the parties. In addition, the creditor processes personal data in other situations if compliance with the laws and other regulations so requires. Detailed information on the processing of personal data can be obtained from Nordea's data protection policy, which is available on Nordea's website. You can also obtain the privacy policy by contacting the creditor. The data protection policy includes information on the rights related to the processing of personal data, such as the rights to access information, to rectify information and

to transfer information from one system to another.

#### **4. Preconditions for drawdown of a credit**

The creditor transfers the granted credit amount in total to the bank account the borrower has given in the application. If an upper limit has been specified in the bank's account terms and conditions for drawdowns made during a calendar month, the creditor is not liable for any extra costs arising from such a limit incurred by the borrower.

The bank is entitled to prevent the drawdown of the credit or a part of it if the right to call in the credit exists, or if there is a legal impediment or a regulation binding on the bank preventing the drawdown.

The bank can screen the borrower's payment and account transactions against international sanctions, and if necessary, demand additional information concerning the payment and account transactions from the borrower before the credit or a part of it is drawn down. The bank is entitled to take measures required by international sanctions, for example, to refuse the drawdown of the credit or a part of it.

The bank notifies the borrower of having refused the drawdown of the credit or part of it and the reason for the refusal, unless there is a legal impediment, regulation or instruction binding the bank which prevents the bank from making the notification.

#### **5. Repayment of the credit**

The borrower repays the credit to the creditor in monthly instalments. The monthly instalment consists of an account management fee, interest and amortisation of the outstanding principal. The euro amount of the monthly instalment is the agreed percentage of the granted credit amount (minimum EUR 50). Should the borrower's debt to the creditor be less than this amount, the monthly instalment will comprise the remaining outstanding debt plus interest and other fees. In addition to the monthly instalment, the borrower pays other charges and fees related to the management of the credit relationship.

The creditor has the right to change the amount of the monthly instalment during the credit relationship in the electronic service accepted by the creditor at the time to a percentage within the limits offered by the creditor at the time as an alternative.

The first due date is one (1) month after the creditor has transferred the credit amount to the borrower's account. The monthly instalments fall due monthly on the date corresponding to the first due date.

The borrower is entitled to two (2) instalment-free months in a calendar year if the credit has been serviced in accordance with the agreement terms. The borrower must agree on an instalment-free month with the creditor at least one (1) month before the due date. The instalment-free months cannot be consecutive months. The account management fee and interest on an instalment-free month are included in the next monthly instalment.

#### **6. Total payable credit amount**

The estimated total payable credit amount is calculated on the date the credit agreement is signed assuming that the entire credit is drawn down in one go and that the interest, charges and fees remain the same throughout the credit period. The costs related to the repayment subject to the credit agreement are included in the calculation.

#### **7. Interest of the credit**

The borrower's obligation to pay interest begins on the day when the creditor transfers the credit amount to the bank account stated by the borrower or the credit is otherwise drawn down.

The borrower is liable to pay the agreed annual interest on the outstanding principal as agreed. The interest rate consists of a reference rate and a margin.

If the loan amount is increased during the loan period, the parties will agree on the applicable interest rate in a separate amendment agreement. The new interest rate applies to the amount of the increase from the date the amendment agreement is concluded. The new interest rate will apply to the entire loan starting from the next generated invoice. This means that for the original loan, the new interest rate will apply from the day after the due date of the previous invoice. If an invoice has already been generated at the time the amendment agreement is made, the loan portion already invoiced will continue to accrue interest at the rate effective before the amendment agreement, up to the invoice due date.

At the beginning of the credit relationship, the value of the reference rate is determined using the rate valid on

the first banking day of the month in which the credit application is signed. If the loan amount is increased during the loan period, this interrupts the current interest rate determination period defined in the credit agreement and starts a new period. The value of the reference rate for the new period is determined using the rate valid on the first banking day of the month in which the amendment application is signed.

The value of the reference rate is revised every three (3) months on the first banking day of each revision month (reference rate adjustment date). After the revision, the new reference rate will be applied from the next generated invoice and interest will be calculated from the day after the due date of the previous invoice until the next due date. The first reference rate period may be longer or shorter than three months, depending on the date on which the agreement is concluded and on the invoice due date. If the borrower requests a change to the due date, the next reference rate adjustment date may fall outside the standard three-month interval. If the value of the reference rate changes, the interest rate on the credit changes accordingly. However, the interest rate on the credit is always at least zero. Should the interest rate on the credit be less than zero due to a negative reference rate, the change in the reference rate will not be taken into account in this respect and the credit interest rate applied in interest calculation is always considered to be at least zero. The interest rate on the credit does not change during the period in between the revision of the reference rate.

If the quotation of the reference rate is discontinued or interrupted or if the grounds for determining the reference rate or the process of determining the reference rate are changed in such a fundamental way that the reference rate cannot be considered the same reference rate, the reference rate to be applied to the loan will be based on a statute issued on the new reference rate, or on a decision or an instruction of the authorities. If no statute or instruction of the authorities on the new reference rate is given, the reference rate applied to the loan before the interest rate determination period ended will continue to be applied until the creditor determines a new reference rate. The creditor will determine a new reference rate after consulting the authorities supervising the creditor. The creditor will notify the borrower of the new reference rate at least three (3) months before the change becomes effective.

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

The creditor notifies the borrower of the valid interest, the instalment amount as well as the payment interval on the invoice. If the interest rate change affects the number of instalments, the creditor will notify the borrower of the up-to-date information on the number of credit instalments on the next invoice, or afterwards in an account statement, in Nordea's netbank, in some other electronic service approved by Nordea or in some other permanent manner separately agreed upon, however, at least once a year.

On request, the borrower has the right to receive a credit repayment table during the agreement relationship. The borrower has the right during the agreement relationship to receive a loan repayment table free of charge only if the repayment table has changed after the borrower last received the repayment table.

#### **8. Annual percentage rate of interest (APR)**

The APR mentioned in the agreement has been calculated upon the signing of the credit application. The calculation is made on the basis of the borrowing rate at the beginning of the credit relationship and the monthly account management fee, assuming that the interest, fees and charges remain unchanged during the entire credit period.

#### **9. Default interest**

If the credit, its repayment amount, the fee and interest FlexiCredit, agreement terms and conditions are not paid so that they reach the creditor on the due date at the latest, the borrower is liable to pay an annual default interest on the delayed amount from the due date up to the date the payment reaches the creditor.

The default interest rate is 7 percentage points higher than the reference rate specified in the Interest Act. The default interest is, however, always at least equal to the interest the creditor charges for the credit.

If the interest charged by the creditor before the maturing of the credit is higher than the above-mentioned default interest subject to the Interest Act, the creditor is entitled to charge this interest as default interest for a maximum of 180 days from the date the credit has fallen due in total, but no longer than up to

the judgement regarding the credit passed by a court of law. After this, the default interest that will be charged is the default interest subject to the Interest Act.

#### **10. Charges and fees on the credit**

The account management fee: The daily account management fee is 0.01 percent of the credit amount granted. The account management fee is charged monthly in arrears.

Other payments for services at the borrower's request:

- Costs of written investigations 17.00 euros per every beginning hour;
- Copies of invoices and receipts 10.00 euros per copy;
- Borrower's interest or balance statement delivered on request 10.00 euros per statement; and
- Reminder of delayed payment, 5.00 euros per reminder.

The borrower must also reimburse the creditor for all costs and fees incurred through the collection of the credit, its interest, and charges and fees related to the management of the credit. If the creditor assigns the collection to an attorney, collection agency or other agent, the agent's fees will also be included in the collection charges.

The creditor has the right to revise the charges and fees. The creditor may increase the credit charges and fees in accordance with the credit agreement on the grounds of an authoritative decision or order, or amendment in legislation in order to correspond to the change in costs, if the reason for the revision directly concerns the credit agreement in question. The increase of the charges or fees may not exceed the increase in actual expenses incurred to the creditor which constitute the grounds for the loan charges and fees in accordance with the credit agreement. However, it is considered sufficient that the revision in the charges and fees roughly corresponds to the increase in actual expenses.

The creditor's right to the above-mentioned increase ceases after the grounds for it no longer exist.

The creditor notifies the borrower in writing, electronically in Nordea's netbank, in some other electronic service approved by Nordea or in some other permanent manner separately agreed on of

revisions of charges and fees and their effects on the amount and number of monthly instalments and the last repayment date. The revision takes effect from the date notified by the creditor, but not earlier than after one (1) month of the date of sending the notification to the borrower.

#### **11. The maximum interest rate and the maximum sum of credit costs**

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

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

- annual interest on the outstanding credit that exceeds the reference rate referred to in the Finnish Interest Act by more than 15 percentage points. However, the credit interest may not exceed 20 per cent; or
- credit costs which exceed on average 0.01 per cent of the credit amount as laid down in the credit agreement per day during the validity of the credit agreement. However, the maximum sum of credit costs during each annual period may not exceed 150 euros.

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

- interest;
- penalties arising from delayed payments or other breaches of the agreement incurred by the borrower;
- costs arising from the extension of the repayment schedule;
- costs of supplementary services if making an agreement on a supplementary service is a condition for obtaining the credit under the marketed terms;

- insurance premiums if the purpose of the insurance is to protect the value of the security provided for the credit; or
- other fees laid down by the law, regulations, or orders by an authority.

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

### **12. Postponement of the payment date**

If the due date is not a banking day, the payment date of the credit, the interest and the credit servicing expenses will be postponed to the following banking day. The creditor charges credit interest on the entire outstanding credit principal up to the postponed payment date.

A banking day refers to weekdays Monday through Friday, excluding Finnish public holidays such as the Independence Day, May Day, Christmas Eve and Midsummer's Eve, and other days not considered to be banking days.

### **13. Right of withdrawal**

The borrower is entitled to withdraw from the credit agreement by notifying the creditor of it within 14 days of the date on which the borrower has received in a permanent manner a copy of the credit agreement with the terms and conditions and in distance selling the advance information as well.

A notice of withdrawal can be made within the time limit set:

- by letter to: Nordea Finance Finland Ltd, Credit Control, Aleksis Kiven katu 9, FI-00020 NORDEA, Finland;
- at Nordea Bank Abp's branches located in Finland; or
- via the customer mail of Nordea Bank Abs's netbank service or in some other electronic service approved by Nordea.

The notice must specify the credit agreement to be withdrawn from.

If the borrower withdraws from the credit agreement, the creditor charges the interest on the credit as compensation for the period during which the credit has been in the borrower's use. An estimate on the payable interest amount is given in the credit agreement.

The borrower must refund the creditor without delay and within 30 days at the latest from sending the notice of withdrawal the full credit amount, with interest, he or she has received on the basis of the credit agreement at the risk of the withdrawal becoming void.

There is no right of withdrawal when the use of a means of distance communication is related to an existing agreement or if the agreement has been fulfilled at the borrower's specific request before the lapse of the withdrawal period.

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

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

### **14. Borrower's right to premature credit repayment**

The borrower is entitled to pay monthly instalments in excess of those laid down in the agreement, or the entire credit, without incurring any expenses for early repayment. The amount in excess of the monthly instalment laid down in the agreement is used to amortise the loan principal and does not exempt the borrower from payment of future monthly instalments.

If the borrower repays the credit early in full or in part, the credit costs for the unused credit period must be deducted from the creditor's remaining receivable. The creditor may, however, charge in full the costs arisen from actions related to opening the credit, specified in the credit agreement.

## **15. Borrower's right to allocate a payment**

If the borrower has several credits with the creditor, he or she has the right to allocate a payment to a credit of his or her choice. The creditor defines which instalments of an individual credit the payment covers.

## **16. Special grounds for acceleration**

### **16.1 Default in payment**

The credit falls due for payment upon the creditor's written demand, if the borrower neglects the payment of the principal, interest, default interest or other payment on the due date if:

- the payment is delayed by at least a one (1) month and is still unpaid; and
- the delayed amount is at least ten (10) per cent or it includes more than one (1) instalment, at least five (5) per cent of the original amount of the credit, or if the delayed amount includes the entire remaining claim of the creditor.

However, the credit falls due for payment upon the bank's written demand if the payment has been delayed at least by six (6) months and is still unpaid to an essential extent.

However, the creditor is not entitled to call in the credit if the delay in payment is caused by a consumer's illness, unemployment or other comparable circumstance beyond the borrower's control, unless it would be manifestly unfair to the creditor taking the duration of the delay and other circumstances into account. The borrower must inform the creditor of such hindrance in performance without delay.

### **16.2 Reasons other than payment default**

The credit falls due for payment upon the creditor's written demand if:

- the borrower has provided the creditor with misleading information that may have contributed to the granting of the credit or affected its terms; or
- the borrower has committed some other essential breach of contract.

### **16.3 Time of the calling in**

The calling in of the credit takes effect after four (4) weeks, or if the borrower has previously been informed of being in default, after two (2) weeks from the time the notice of demanding early repayment was sent to the borrower, if the delayed amount remains unpaid at that time.

If the borrower is placed in bankruptcy, the loan will fall due for immediate repayment.

If the credit is accelerated, the credit costs for the unused credit period must be deducted from the remaining receivable.

The creditor may, however, charge in full the costs arisen from actions related to opening the credit, specified in the credit agreement.

### **16.4 Borrower's right to exceptional calling in**

The borrower is entitled to call in the credit for early repayment based on the creditor's material breach of agreement related to this debt relationship. In such a case the borrower is not liable to pay to the creditor the costs arisen from the early repayment of the credit.

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

If the borrower neglects to effect a payment subject to the credit agreement partly or in full, the creditor has the right to charge default interest, call in the credit for immediate repayment, take collection measures.

Collection of the credit generates costs for which the borrower is liable.

## **18. Registration of payment default in the credit information register**

The creditor is entitled to send notifications of defaults in payment to credit information registers maintained by organisations providing credit information if a payment due and payable by the borrower has been delayed for over 60 days from the original due date referred to in the reminder and at the same time at least three (3) weeks have passed since the borrower was sent a reminder in which he or she was reminded of the possible entry of the payment default in credit information registers maintained by organisations providing credit information.

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

The borrower must inform the creditor immediately of any changes in his or her contact information (for example, name, address and telephone number).

If the borrower neglects to inform the creditor of a change in his or her contact information and this information is necessary for the invoicing carried out by the creditor and the related customer service, the creditor is entitled to acquire the borrower's changed contact information and to charge the borrower a fee for this measure.

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

regard to this credit relationship.

## **20. Date of serving a notice**

A notification sent by the creditor to the borrower in writing is considered to have arrived to the recipient on the seventh (7th) day after the dispatch at the latest if it has been sent in a permanent manner or in writing to an address last given to the creditor or a local register office. An electronic notification sent by the creditor is considered to have been delivered to the borrower no later than on the seventh (7th) day after the creditor has delivered the notification to Nordea's netbank, in some other electronic service approved by Nordea or using some other separately agreed on electronic means.

## **21. Right to amendments**

The creditor is entitled to amend the agreement terms and conditions by notifying the borrower of the amendments in writing in advance when the amendments do not increase the borrower's obligations or reduce the borrower's rights, or are due to an amendment in legislation or a decision of the authorities. The borrower is considered to have accepted the amendments to the agreement terms and conditions proposed by the creditor unless the borrower opposes to them by the suggested effective date.

The borrower will be informed of amendments at least two (2) months before they take effect.

## **22. Liability for indirect damage**

The creditor is not liable for any indirect damage caused to the borrower unless the damage has been caused deliberately or through gross negligence.

## **23. Force majeure**

A contracting party is not liable for loss caused by nonfulfilment of its obligations if the party can prove that an unusual or unpredictable obstacle beyond its control, the consequences of which it could not have prevented by acting diligently, has caused the nonfulfilment. Furthermore, the creditor is not liable for damage if the fulfilment of the obligations based on this agreement is against its obligations laid down by other legislation.

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

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

## **24. Assignment of the agreement**

The creditor is entitled to transfer this agreement with all its rights and obligations, including the right of further transfer, to a party designated by the creditor without consulting the borrower. If the loan is transferred, the creditor is entitled to disclose to the assignee any personal data about the borrower related to granting, processing and monitoring the credit.

## **25. Supervisory authorities**

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

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

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

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

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

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

If a dispute related to the credit agreement cannot be solved in negotiations between the parties, a consumer may turn to the Finnish Financial Ombudsman Bureau (FINE) ([fine.fi/en](http://fine.fi/en)), which provides independent advice and guidance for customers free of charge. The Finnish Financial Ombudsman Bureau (FINE) and its Banking Complaints Board provide solution proposals in disputes. FINE does not handle disputes that are pending in or have been processed by the Consumer Disputes Board or a court of justice. The easiest way to initiate the handling of a complaint is to send an online contact form available at [fine.fi/en](http://fine.fi/en).

Consumers are also entitled to file a complaint with the Consumer Disputes Board ([kuluttajariita.fi/en](http://kuluttajariita.fi/en)). Before filing a complaint with the Consumer Disputes Board, consumers must contact the consumer rights advisers at a Local Register Office ([kkv.fi/en/consumer-advice](http://kkv.fi/en/consumer-advice)).

**27. Jurisdiction and applicable law**

A borrower may take legal action against the creditor in disputes arising from this credit relationship in the district court in the jurisdiction of which the creditor has its domicile or main administration, or in the district court of the Finnish municipality in the jurisdiction of which the borrower domiciles or has permanent residence. If the borrower does not have residence in Finland, disputes are handled in the district court in the jurisdiction of which the creditor domiciles or has its main administration. This credit relationship is governed by Finnish law.