

## Special terms and conditions

# Definition of the account

Disposal account is meant for the management of everyday banking matters without any withdrawal limits.

# **Deposit interest**

The deposit interest on the account: 0,00 %

# **Additional interest**

The bank may pay to the account an additional interest that it has determined. The additional interest is valid for one calendar month at a time. The bank informs of the additional interest percentage valid in each calendar month on its website (nordea.fi), and the information is also available at the bank's domestic branches. The additional interest percentage may equal zero.

# Calculation method of the deposit interest and the additional interest

The bank pays deposit interest in accordance with the interest deposit percentage valid at any given time as of the value date

of the deposit until the withdrawal date, excluding the withdrawal date, or as of any legally allowed date.

The bank pays possible additional interest in accordance with the interest deposit percentage valid in each calendar month

as of the value date of the deposit until the withdrawal date, excluding the withdrawal date, or as of any legally allowed date.

The deposit interest and the additional interest are calculated for each calendar month on the lowest book balance of the month according to actual calendar days using 365/366 as the divisor. If on any day of the month the balance of the account is zero or the account is overdrawn, no deposit interest or additional interest is paid for this month. No deposit interest and additional interest is paid for the opening and termination month of the account if the funds have not been in the account for the entire opening and termination month.

# Payment of deposit interest and additional interest

The deposit interest and the possible additional interest are paid to the account annually during the month following the month of opening the account.

# Processing of personal data

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 the bank's processing of personal data, please review Nordea's privacy policy, which is available on the bank's website or by contacting the bank. 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.

# Applicable terms and conditions and undertaking

This account agreement is subject to the terms and conditions of this account agreement, the special terms and conditions laid down in this account agreement, the general account terms and conditions of private persons and the general terms and conditions of payment transmission valid at any given time. Should the general terms and conditions of payment transmission deviate from the account agreement terms and conditions, the terms and conditions of the account agreement will prevail. If the special terms and conditions of the account agreement deviate from the general terms and conditions of the account, the special terms and conditions will prevail.

I have received the account agreement with the special terms and conditions and the related general account terms and conditions of private persons as well as the bank's general terms and conditions of payment transmission valid at the time of signing the account agreement, and I undertake to comply with them.

# General account terms and conditions Private persons 10.18

If there are differences between the different language versions of these terms and conditions, the Finnish version will have precedence.

These general account terms and conditions are applied to private persons' account agreements, and these general terms and conditions are part of the account agreement.

#### **Definitions**

#### Value date

A value date is a reference time which the bank uses when calculating interest on funds debited or credited to an account.

A customer refers to an account holder, account holder's guardian or empowered guardian.

#### Payment transaction

A payment transaction is an act with which funds are transferred, withdrawn or placed for the use of the account holder or a person entitled to use the account; excluding, however, transactions related to crediting of deposit interest.

#### Payment account

A payment account refers to an account that is for, and can be used for, executing payment transactions without any restrictions of use arising from the account agreement or legislation.

# Payment order and its execution

A payment order refers to an order given by the customer or the payee to the bank to execute a payment transaction. The execution of a payment order includes the bank's measures to process and transmit the payment order.

#### Payment instrument

A payment instrument refers to a payment card or other personalised device or procedure or a combination of these agreed between the customer and the bank to be used when initiating payment orders. Other payment instruments, in addition to payment cards, include but are not limited to access codes accepted by the bank.

# Banking day

A banking day is a day when the bank is open for business so that it can execute its part of a payment transaction.

### Account opener

An account opener is a person who concludes an account agreement with the bank on opening an account.

# Person entitled to use the account

The right of a Person entitled to use the account to dispose of the account is based on legal representation or authorisation by the account holder in accordance with clause 4 of these general account terms and conditions.

A guardian is the account holder's legal representative. The guardian status is based on law (minors) or appointment by a local registry office or court of law (adults and minors who have been appointed a guardian).

## **Empowered guardian**

In these general account terms and conditions an empowered guardian refers to a person who has general authorisation for tending to an account holder's finances in accordance with an enduring power of attorney certified by a local registry office and registered in a guardianship

## Person empowered to use the account

The account holder may authorise one or more persons to use his or her account in accordance with the terms and conditions of the account agreement by specifying the persons empowered to use the account and the scope of the authorisation in a specified power of attorney. Such a power of attorney may also be a specified enduring power of attorney certified by a local registry office.

# Authorised user of the account

The account holder usually authorises in the account agreement one or more persons to use the account in accordance with the terms and conditions of the account agreement.

#### Account holder

An account holder refers to a party to which the bank owes any credit balance in the account and which can dispose of the account and any funds in it, unless otherwise stated below. There may be more than one account holder.

#### Account agreement

An account agreement refers to the account agreement, the special terms agreed in the account agreement and these general account terms and conditions for private persons.

#### Account transaction

An account transaction refers to credit and debit transactions to an account affecting the account balance.

#### Account information service

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 customer is retrieved through a registered service provider via a technical interface approved by the

#### Confirmation on the availability of funds

Confirmation on the availability of funds refers to a confirmation given via a technical interface approved by the bank upon the request of a third party service provider issuing card-based payment instruments on whether there is a sufficient amount of funds for executing a card-based payment transaction in a payment account accessible online as agreed with the customer

#### 1. Account agreement

The following issues are agreed upon in the account agreement:

- determination of the deposit interest
- amount of deposit interest / deposit interest rate percentage upon concluding the agreement, its calculation method, applicable reference rate, interest period and interest payment date
- deposit period
- restrictions on withdrawal of funds
- other issues that can be agreed upon based on these general account terms and conditions.

Furthermore, the bank's general terms and condition on payment transmissions valid at any given time, and the specific agreement terms concerning a service linked to the account, are applied to the execution of payment orders.

1.1 Conclusion of agreement and opening of account

The account opener and the bank conclude an account agreement in writing or electronically using electronic identification codes.

Usually, an account is opened by the account holder. The guardian and empowered guardian of the account holder may also agree with the bank on the opening of an account for their principal. Any person, other than the account holder, may with the bank's consent also agree on the opening of an account for the account holder for the purpose of donating funds. If the account agreement has been made for the purpose of donating funds, the donator may not reserve itself the right to use the

# 1.2 Information to be provided for the bank and consent to the handling of personal data

The account opener shall provide the bank with information on the account holder. The account holder shall provide the bank with information on the persons entitled to use the account. The account opener, account holder and the person entitled to use the account shall give the bank his or her name, personal identity number, postal address, domicile and other information separately required by the bank, and, at the bank's request, a specimen signature.

The bank is also entitled to use the before-mentioned information and specimen signatures that it has already received.

The account holder and the person entitled to use the account are liable to inform the bank of any changes in the above-mentioned information. The bank also has the right to acquire the information from the Population Register Centre and other public registers maintained by the authorities or from other reliable sources. The bank is not liable for damage resulting from a failure of the account holder or a person entitled to use the account to inform the bank of any changes.

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By using the account and the payment services connected to it, the customer gives explicit consent to the bank handling personal data that is necessary for providing the payment services.

#### 1.3 Communications between the bank and the customer

If the customer has the netbank service, the bank makes the payment transaction information available to the customer electronically in the netbank service. The bank is entitled to charge a fee in accordance with its tariff if the information is delivered to the customer in some other manner than through the netbank service.

If the customer does not have the netbank service the bank makes the payment transaction information available to the customer in another electronic service provided or approved by the bank, or in its branches in Finland or, upon the customer's request, delivers the information, or in some other agreed manner makes it available to the customer. The bank is entitled to charge a fee in accordance with its tariff if the information is made available to the customer in a manner other than already agreed and in use by the customer. If however, the customer adopts the netbank service, the bank will thereon make the payment transaction information available to the customer electronically in the netbank service, in such a case the bank is entitled to charge a fee in accordance with its tariff if the information is also delivered to the customer in some other manner than through the netbank service.

If, however, the customer adopts the netbank service, the bank will thereon only make the information on payment transactions available to the customer electronically in the netbank; in such a case the bank is entitled to charge a fee in accordance with its tariff if the information is also delivered to the customer in some other manner than through the netbank service.

Payment transaction information is provided at least once a month unless it has been separately agreed that the information is provided more frequently. The bank is entitled to charge a fee in accordance with its tariff for information provided more frequently than once a month.

The information on payment transactions is available to the customer for at least one (1) year from each transaction. The bank is entitled to charge a fee in accordance with its tariff for providing information older than one (1) year.

The bank sends other notifications regarding the account electronically to the netbank service. If the netbank service is not in use for the account holder's banking matters, the bank will deliver the other notifications regarding the account by sending them electronically to another electronic service provided or approved by the bank or to an address known to the bank in accordance with clause 1.2 of these general account terms and conditions, or the information is delivered electronically in some other manner to be separately agreed upon. If the netbank service is later agreed to be opened for the account holder's banking matters, the bank will thereon deliver, without any separate notice, the other notifications concerning the account electronically to the netbank service.

When the bank provides information on payment transactions or other notification regarding the account electronically in the netbank service or in another electronic service provided or approved by the bank, sends it to the above-mentioned address or delivers it in some other manner separately agreed on, the customer is considered to have received the information or notification no later than on the seventh (7th) day after the date it was sent.

The bank will issue notifications concerning the security of the payment service on its website or through other electronic service approved by the bank, such as netbank.

If the customer has filed a complaint with the bank, the bank will reply to it in writing or electronically.

What has been agreed above in this clause 1.3 on the netbank service is also applicable to the netbank's viewing right.

As regards the identification data and devices used for the netbank service and the netbank's viewing right, the customer shall comply with the instructions the bank gives at any given time *inter alia* on their use and safekeeping. The identification data and devices are personal.

The customer shall send notifications concerning the account agreement to the bank electronically through the netbank service or another

electronic service provided or approved by the bank, or in writing. The bank is deemed to have received the notification no later than on the seventh (7th) day after the date it was sent.

During the validity of the agreement, the parties can communicate in Finnish or Swedish as agreed. Should the customer prefer to use a language other than Finnish or Swedish, this requires the bank's consent, and the account holder is liable for acquiring interpretation service and paying the ensuing costs.

# 1.4 Right to receive information on the terms and conditions and preliminary information during the agreement period

The customer may request the account terms and conditions and any preliminary information related to the account from the bank during the agreement period free of charge. The bank delivers the information as agreed in clause 1.3 of these general account terms and conditions on other notifications regarding the account.

# 2. Rights of a legally competent account holder 2.1 One account holder

The account holder disposes of the account. The account holder is entitled to make decisions on the use of the funds on the account and the persons entitled to use the account and to agree with the bank on any amendments to the account agreement and on closing of the account

#### Pledging of the funds on the account

The account holder may pledge the funds on the account. To secure its right, the pledge holder must notify the bank of the pledge. The account holder may also make such a notification.

#### **Payment instruments**

Funds may be withdrawn from the account and payment orders concerning the account may be initiated with payment instruments accepted by the bank. The bank and the account holder agree separately on the payment instruments that are given to the account holder and persons entitled to use the account, unless otherwise agreed in the account agreement.

When the account is closed or a right to use the account is cancelled, the account holder and the person entitled to use the account shall immediately return the payment instruments linked to the account to the bank. The bank may require the payment instruments to be returned even in other cases when it considers there to be a well-grounded reason.

### 2.2 Several account holders

If there are several account holders, each of them is entitled to use the account and the funds on the account alone with the payment instruments agreed upon with the bank and to make decisions concerning the account ("either-to-sign" account), unless otherwise agreed in the account agreement. However, changes concerning the right of ownership to the account cannot be made without the consent of all account holders.

If it is agreed in the account agreement that the account holders can only use the account together ("both-to-sign" account), decisions concerning the account require the consent of all account holders.

If one of the account holders wants to prevent the use of the account, the bank shall be notified of it, in which case the bank is entitled to prevent the use of the account. In such a case the account can only be used by all account holders together.

#### Termination of the account

The account cannot be terminated without the consent of all account holders, unless the account has not been used for a long time and has only a minor amount of funds.

# Giving notice on the account agreement regarding one account holder

Each account holder can withdraw from the account agreement by giving notice on the account agreement on his or her part in accordance with clause 13 of these account terms and conditions.

#### Pledging of the funds on the account

The account holders can pledge the funds on the account together only. To secure its right, the pledge holder must notify the bank of the pledge. The account holders may also make such a notification.

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#### Entitling to use the account

The account holders may decide only together on granting a person the right to use the account, unless otherwise agreed.

#### Payment instruments

Funds may be withdrawn from the account and payment orders concerning the account may be initiated with payment instruments accepted by the bank. Each account holder agrees separately with the bank on the payment instruments with which the account holder uses the account, unless otherwise agreed in the account agreement.

All account holders together agree with the bank on the payment instruments to be given to the persons entitled to use the account, unless otherwise agreed in the account agreement.

When the account is closed or a right to use the account is cancelled, the account holders and the persons entitled to use the account shall immediately return the payment instruments to the bank. The bank may require the payment instruments to be returned even in other cases when it considers there to be a well-grounded reason.

#### Receipt of information

Each account holder is entitled to receive all information concerning the account and the account transactions. The bank gives the information referred to in clauses 1.3 and 12 of these general account terms and conditions in the manner specified in the said clauses and free of charge only to the first account holder specified in the account agreement.

#### 3. Rights of an account holder under guardianship

A person under guardianship may conclude an account agreement with the bank if his or her competency has not been restricted. The account holder may use the account only as specified by the guardian.

A legally incompetent person having reached the age of 15 may conclude an account agreement and dispose of the funds that are paid to him or her by virtue of a specific legal provision or that he or she has earned by his or her own work.

#### 4. Rights of a person entitled to use the account 4.1 Rights of a guardian

The account holder's guardian disposes of the account in the same way as an account holder. The guardian agrees with the bank on the opening and closing of the account, notifies it of the persons entitled to use the account and agrees with it on the payment instruments. If there are several guardians, they control the account and make decisions on the account together, unless otherwise agreed between the guardians and the bank or unless the duties of the guardians have been differentiated by an authority's decision.

Both the guardian and the principal are entitled to receive information on all the principal's account matters. The guardian's right to receive information also concerns the principal's account matters for the time preceding the appointment of the guardian. If the guardian is appointed only for the purpose of tending to a specific task, the guardian is only entitled to receive information on account matters related to the task referred to in the appointment.

# 4.2 Rights of an empowered guardian

Besides the account holder, an empowered guardian has the right to agree with the bank on the opening and closing of the account, the right to use the account and the payment instruments.

### 4.3 Rights of an authorised user of the account

An authorised user of the account may use the funds on the account with the payment instruments agreed upon between the account holder and the bank. When the account is closed or the right of use is cancelled, the authorised user of the account shall immediately return all payment instruments to the bank. The bank may require the payment instruments to be returned even in other cases when it considers there to be a wellgrounded reason.

The authorised user of the account is entitled to receive information on the account transactions concerning the account in question from the period he or she has been authorised to use the account. An authorised user of the account may not amend the account terms and conditions, conclude any supplementary agreements related to the account, pledge the funds on the account, close the account or transfer his or her right of use to a third party or authorise a third party to withdraw funds from the account, unless otherwise agreed.

#### 4.4 Rights of a person empowered to use the account

A person empowered to use the account can, with the bank's consent, use the account, dispose of the account and receive information on account transactions within the limits of the empowerment given in the specified power of attorney by the account holder. The empowered person may not transfer the empowerment to a third party, unless otherwise stated in the power of attorney.

#### 5 Account information service and corresponding account queries

A request to deliver account information and the related payment transactions information (account query) can be given to the bank through the account information service or other party authorised by the customer. The information requests delivered to the bank are executed with the same content as they have been received by the bank. The bank may deliver the requested information to the party through which the request was received.

- The bank may prevent account queries
- if it suspects unauthorised or fraudulent use of the payment account by the party authorised by the customer
- if no consent has been given or the consent to an account query cannot be verified,
- at the customer's request or
- for a reason attributable to the law or other authoritative order.

If such information is requested in an account query, to which the sender of the query has no right, the bank may decide not to deliver the information.

The bank notifies the customer of the prevention and its grounds in an agreed manner unless there are justified security reasons for not making the notification or the notification is prohibited elsewhere in the law.

The bank is not liable in any respects for damage caused by the account information service or other party authorised by the customer.

#### 6. Confirmation on the availability of funds needed for executing a card-based payment transaction

With the account holder's consent, the bank may give a service provider issuing card-based payment instruments a confirmation of whether a sufficient amount is available in the account designated by the account holder for executing a card-based payment transaction. The account holder's consent is separately confirmed to the bank in a manner stated by the bank.

#### 7. Overdraft

The account holder and the person entitled to use the account may use a payment instrument only to the extent that the account is not overdrawn. If the account holder or a person entitled to use the account does not use a payment instrument as stated above, the bank has the right to enter the amount to be debited to the account as its receivable to fall immediately due for payment. If the breach of the agreement is material, the bank has the right to terminate the account agreement with immediate effect.

The account holder is liable to pay to the bank statutory default interest on the account overdraft, unless otherwise separately agreed, a fee for sending a reminder (in Finnish "Ilmoitus tilin ylityksestä") and any other charges and fees arising from collecting the overdraft in accordance with the tariff. The bank is entitled to debit all the before-mentioned charges and fees to the account.

# 8. The bank's right to restrict the use of the account 8.1 The bank's right not to approve the use of the account

The bank has the right not to approve the use of the account,

- if it has not been provided with the information referred to in clause
- if the signature on a document intended for withdrawal differs from the sample signature in the bank's possession,
- if the user of the account cannot reliably prove his or heridentity,
- if the authorisation does not meet the requirements set by the bank,
- if a cheque is presented for cashing after the cashing period has ended,
- for a reason attributable to the law or other authoritative order, or
- if the bank has otherwise reason to doubt the validity of the use of the account.

The bank has the right to limit the use of the account in other places than the account branch for security reasons.

#### 8.2 The bank's right to close the account

The bank is entitled to close the account, if

- if the account holder is declared bankrupt,
- if a person empowered with an enduring power of attorney certified by a local registry office and the account holder cannot agree on the use of the account,
- if a guardian is appointed to the account holder,
- if the criteria for set-off as laid down in the Act on Credit Institutions are fulfilled,
- if even one account holder demands it,
- the bank has reason to suspect that the account is misused, or
- for a reason attributable to the law or other authoritative order.

If, despite a reminder, the account does not have sufficient funds for payment of the bank's charges and fees, the bank is entitled to close the account until the account holder has paid to the bank the charges and fees in accordance with clauses 7 and 11 of these general account terms and conditions. The bank notifies the account holder of the closing of the account afterwards.

#### 9. Borrowing rate

#### 9.1 Value date

The value date of a debit to the account is the day on which the amount of the payment transaction is debited to the account. If the funds are already received with a payment instrument before the debit, the value date is the day on which the funds were received for use. The value date of a debit can be any day.

The value date of a credit to the account is the banking day on which the amount of the payment transaction is paid to the beneficiary's account.

If the incoming payment and the account to be credit are in a different currency, the amount cannot be credited to the account until the necessary foreign exchange trades have been executed.

The amount of a cash deposit (in Finnish "Käteistalletus") is credited to the account when the genuineness of the funds has been authenticated, the funds counted and the necessary foreign exchange trades have been made. The value date of a cash deposit is the banking day on which the deposit is credited to the account.

9.2 Discontinuation or interruption of quoting of reference rate If quotation of the reference rate is discontinued or interrupted, the reference rate applied to the deposit will be based on theregulation issued on the new reference rate, or on a decision or an instruction of the authorities

If no statute, decision or instruction of the authorities is issued on the new reference rate, the bank and the account holder will agree on a new reference rate applicable to the deposit. If the bank and the account holder do not reach agreement on the new reference rate before the interest determination period ends, the reference rate applied to the deposit before the interest determination period ended will continue to be applied. If the bank and the account holder do not reach agreement on a new reference rate within six (6) months from the end of the aforementioned interest determination period, the bank will determine a new reference rate after consulting the authorities supervising banks

# 10. Account transactions

The bank enters the deposit amount, changes in the amount and other account transactions into its bookkeeping, which is considered a reliable verification of the account holder's account balance, unless the account holder presents proof indicating otherwise.

# 11. Charges and fees

The account holder is liable to pay the charges and fees related to the opening, use and maintenance of the account and notifications sent by the bank. The charges and fees are shown in the tariff valid at any given time. The bank is entitled to debit all the before-mentioned charges and fees to the account.

# 11.1 Reservation of cover for debiting of charges and fees

The account holder is liable to ensure that the account has sufficient cover for the debiting of those charges and fees of the bank that the bank is entitled to debit according to the terms and conditions of the account agreement or other commitment.

# 11.2 Recording of the bank's charges and fees when the account lacks cover

If the account lacks cover for the debiting of the bank's charges and fees in a situation referred to in clause 11.1 of these General Account Terms, the bank has the right to enter the amount of the debit on the account as its receivable.

Such debits include

- default interest, charges and fees in accordance with the terms and conditions of the account agreement,
- charges and fees based on other agreements or separate assignments between the account holder and a person entitled to use the account and the bank and agreed to be debited to the account.

#### 11.3 Consequences of lack of cover

If the account lacks cover for the debiting of the default interest and the bank's charges and fees referred to in clause 11.2 of these general account terms and conditions, the account holder is liable to pay to the bank, and the bank is entitled to debit to the account, from funds that arrive to the account later, the default interest accrued on the bank's receivable, the fee for sending a reminder, and other charges and fees arising from the collection of the receivable.

# 12. Amendments to the terms and conditions of the account agreement and revision of the tariff

The bank sends a notification of any amendment to the terms and conditions of the account agreement and revision to the tariff as is agreed in clause 1.3 of these general account terms and conditions on other notifications concerning the account. An amendment to the terms and conditions of the account agreement and a revision to the tariff becomes effective from the date stated by the bank, but at the earliest after two (2) months after the sending of the notification to the account holder.

The customer is considered to have accepted the amendment and the agreement continues as amended unless the customer notifies the bank electronically via the netbank service or in writing by the notified date of entry into force of the amendment that he or she objects to the amendment. The customer has the right to terminate the account agreement with immediate effect until the stated date of entry into force of the amendment or revision or before the stated date of entry into force of the amendment or revision. If the customer objects to the amendment or revision, he or she and the bank are entitled to terminate this agreement in accordance with clause 13 of these general account terms and conditions. The bank does not charge any costs for the termination.

If the bank, in connection with an amendment to the terms and conditions of the account agreement or a revision to the tariff, has stated that objection to the amendment or revision before it becomes effective leads to the termination of the account agreement on the effective date, the bank is entitled to consider the account agreement terminated on the effective date of the amendment or revision without separate notice.

# 13. Validity and termination of the account agreement

The account agreement is valid until further notice, unless otherwise agreed

Unless otherwise agreed in the account agreement, the customer is entitled to terminate the account agreement with immediate effect, in which case the funds on the account must be withdrawn. The bank is entitled to terminate the account agreement with two (2) months' notice, unless it is agreed on a longer period in the account agreement.

The bank has the right to terminate the account agreement with immediate effect if the account holder or other person entitled to use the account has essentially breached the obligations based on the account agreement.

Correspondingly, the account holder has the right to terminate the account agreement with immediate effect if the bank has essentially breached its obligations based on the account agreement. In such a case the funds in the account must be withdrawn.

The bank sends the notice of termination either in writing or electronically to the netbank service. When the bank provides information on payment transactions.

The bank is entitled to terminate the account after the period of notice has elapsed, or the account agreement has been terminated in the

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manner described above.

The charges and fees related to the account in connection with the termination of the account agreement fall due with immediate effect once the notice period of the account agreement has elapsed or the termination has become effective. The bank returns charges and fees paid in advance by the account holder in so far as they concern the time period after the notice has taken effect.

If there are funds on the account at the time of closing, the bank keeps them in custody on the account holder's behalf. No interest is paid on the funds.

Once the period of notice of the account agreement has expired or its termination has entered into force, the services related to the account can no longer be used.

#### 14. Force majeure

A contracting party is not liable for a loss caused by non-fulfilment 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 non-fulfilment. In addition, the bank is not liable for loss if the fulfilment of obligations based on the account agreement is against its liabilities laid down by other legislation.

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

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

# 15. Liability for damages

The bank is liable to compensate the account holder only for direct damage due to the bank's action against the payment services act or the account agreement. In such a case the bank pays compensation only for realised interest loss and necessary and reasonable costs arising from investigating the damage. The service fees charged are returned in so far as they concern the negligence or error that caused the damage.

The bank is liable to the account holder for indirect damage caused by its negligence only if it is caused by action which is against obligations laid down in the payment services act or contrary to obligations agreed in this account agreement based on the payment services act. The bank is not, however, liable for indirect damage caused by an error or negligence in the execution of a payment order.

Indirect damage is loss of income caused by the bank's erroneous action or measures resulting from it, other damage caused by an obligation based on another agreement or other comparable damage.

The account holder is not entitled to compensation from the bank if he or she does not notify the bank of the error within a reasonable time from detecting the error or from the time he or she should have detected it.

# 16. Restriction of damage

The customer suffering damage must take reasonable measures to restrict the damage. If this is neglected, the account holder must suffer the corresponding part of damage. Damages payable by the bank based on actions in breach of law or an agreement can be conciliated, if the damages are unreasonable taking into consideration the reason for the breach, the account holder's possible contribution to the loss, the remuneration paid for a payment service, the bank's possibilities to anticipate and prevent the damage and other circumstances.

# 17. Out-of-court redress mechanisms

If a dispute related to the agreement cannot be solved in negotiations between the parties, a consumer customer may turn to the Finnish Financial Ombudsman Bureau (FINE) (www.fine.fi), 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 www.fine.fi.

Consumers are also entitled to file a complaint with the Consumer Disputes Board (www.kuluttajariita.fi). Before filing a complaint with the

advisers at a Local Register Office (www.kuluttajaneuvonta.fi).

# 18. Applicable law and jurisdiction

The account agreement is governed by Finnish law.

Any disputes arising from the account agreement are settled in the Helsinki District Court or in the district court of the Finnish municipality in the jurisdiction of which the account holder domiciles or resides permanently. If the account holder does not domicile in Finland, disputes are settled in the Helsinki District Court.

Consumer Disputes Board, consumers must contact the consumer rights

#### 19. Deposit guarantee and taxes

The funds on this account have a deposit guarantee valid at any given time in the scope laid down by law. The account holder is liable for the taxes and other comparable payments (e.g. tax-at-source levied on interest) resulting from the account agreement. If the bank has to pay such taxes or payments, the account holder undertakes to repay them to the bank.

# 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.

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

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 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