

## **Netbank's viewing right Special terms and conditions**

### **Information on payment transactions**

The bank delivers information on payment transactions for the accounts listed under 'Customer printouts' electronically via the netbank's viewing right.

In the future, the bank may also deliver information on payment transactions for other accounts than the ones mentioned above electronically after notifying the customer of the change in the delivery method in advance. Such change notifications may also be delivered electronically via the netbank's viewing right.

The bank is entitled to charge a fee in accordance with its tariff if the information on payment transactions is also delivered in a manner other than via the netbank's viewing right.

Account statements are available under 'My documents' where they will be stored for the current year plus six years. If necessary, account statements may also be printed out or saved on a personal computer, for example.

### **Other notifications regarding accounts**

In the future, the bank may also deliver other notifications regarding accounts, including amendments to terms and conditions, tariff changes and customer notices, electronically via the netbank's viewing right after notifying the customer of the change in the delivery method in advance. Such change notifications may also be delivered electronically via the netbank's viewing right.

### **Notifications related to cards and other means of payment**

In the future, the bank may deliver notifications related to cards and other means of payment, including amendments to terms and conditions, tariff changes and customer notices, electronically via netbank's viewing right after notifying the customer of the change in the delivery method in advance. Such change notifications may also be delivered electronically via the netbank's viewing right.

### **Using the netbank's viewing right**

The customer can use the netbank's viewing right by logging in with the personal user ID given on the first page of this document and a permanent password. The bank will deliver the first password required for the login either as a text message or by post, as agreed. The password must be changed upon the first login.

## Netbank's viewing right

### General terms and conditions

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

#### 1. Service content

Netbank's viewing right is a service for which Nordea Bank AB (publ), Finnish Branch (hereinafter the 'Bank') delivers customer notices and notifications mentioned in this agreement, such as payment transaction data and amendments to terms and conditions, electronically for viewing in Netbank. The Bank may also deliver notices and notifications concerning other services used by a customer for viewing in Netbank if the terms and conditions governing the service in question provides for the Bank's right to deliver notices and notifications, such as amendments to terms and conditions, to an electronic channel or service provided by the Bank. In the service, customers may also monitor the balances of their accounts and view the transactions on their accounts.

The Bank is entitled to change the selection, operation and content of the service.

#### 2. User ID and password

##### 2.1 Use of the viewing right

Customers shall log in to the netbank's viewing right service with a personal user ID and password. The customer may give the user ID and password to the netbank's viewing right service provided by the Bank only. After having logged in to the netbank's viewing right service, the customer may not give another party access to the opened service connection.

All measures and declarations of intent in the netbank's viewing right service after the login with the customer's user ID and password are deemed binding on the customer.

##### 2.2 Safekeeping and obligation to disclose

The user ID and password of a customer are personal and may not even partly be surrendered to the possession of a third party or let be known by a third party. Similarly, a customer may not authorise anyone to use them.

**The customer undertakes to comply with the following measures:**

- to safekeep the user ID and password with due care and to check regularly that they are safe
- to safekeep the user ID and password separate from each other

**The customer must take every effort to prevent the user ID and password or any part thereof from becoming known by a third party or ending up in the possession of a third party and they may not be copied, saved or duplicated in any other way than in the Bank's system or in a manner accepted by the Bank.**

6. If the user ID or password is lost or the customer has reason to suspect that the user ID or password has fallen or might have fallen into the hands of a third party or become known by a third party even partly, the customer is liable to notify the Bank immediately so that unauthorised use of the services can be prevented. While making the notification, the customer is obliged to specify that the notification concerns the user ID and/or password for the netbank's viewing right service. If the customer does not specify this to the Bank, the Bank has the right to terminate or suspend the use of all identification data delivered to the customer and the customer is liable for any costs or damage. The notification can be made in person at the Bank's branches in Finland during their service hours or by calling the Bank's Customer Service, which is open 24 hours a day (service in Finnish)/ during its service hours. The contact information of the Bank's Customer Service can be found on the Bank's website (nordea.fi).

#### 2.3 Renewal

The Bank may renew a customer's user ID and/or password by providing the customer with a new ID or password. The new user ID and/or password can be posted to the address that the customer has given to the Bank or to an address obtained from the Population Register Centre or via a text message to the mobile phone number the customer has given to the Bank, unless the customer and the Bank have specifically agreed otherwise. The customer must immediately inform the bank of any changes in his or her address or mobile phone number.

#### 3. Availability of the service

The Bank cannot guarantee its customers uninterrupted access to the service, or the individual functionalities included in it.

Customers have normally access to the netbank's viewing right service 24 hours a day, seven days a week. However, customers' access to the netbank's viewing right service may be temporarily interrupted due to updating, maintenance, service break, power outage or for some other similar reason. At its discretion, the Bank also has the right to prevent access to the service or the use of certain functionalities for a reason related to security or misuse or for some other similar reason. The Bank aims to notify its customers well in advance of interruptions in the use of the netbank's viewing right service. Interruptions are announced in the netbank's viewing right service or on the Bank's website (nordea.fi). However, the Bank is not obliged to notify its customers in advance of such interruptions in the service that are short-term and of minor significance or that result from security-related or other unexpected reasons.

#### 4. Equipment, software and data communications

The customer acquires the hardware, software or other data communications, and other services needed for the use of the service. The customer is liable for the security and operability of the before-mentioned, and their acquisition, maintenance and operation costs. The customer must also ensure that they are appropriately protected against unauthorised use and that nobody can take possession of or learn the user ID or password needed to access them.

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

#### 5. Service fees

The Bank has the right to charge the customer's account with the fees arising from the use of the service in accordance with the currently valid tariff.

#### 6. The Bank's right to amend the agreement terms and conditions and service fees

The Bank has the right to amend the specific and general terms and conditions of the agreement on the netbank's viewing right service and the service fees.

The Bank informs customers of amendments to the agreement terms and conditions or to the tariff in the netbank's viewing right service or in writing. An amendment becomes effective as of the date notified by the Bank, however, at the earliest within two (2) months of the notification. The agreement will remain in force with the amended terms and conditions unless the customer notifies the Bank in writing by the announced effective date of not accepting the amendment. The customer has the right to give immediate notice of termination on this agreement until the announced effective date of the amendment. When the agreement is terminated, the Bank is immediately entitled to stop the provision of the netbank's viewing right service and to prevent the use of the user ID and password.

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### General terms and conditions

#### 7. Notifications concerning the service

The Bank may deliver notifications related to the netbank's viewing right service, such as amendments to terms and conditions, tariff revisions and customer notices, for viewing in Netbank or in writing. The customer is deemed to have received a notification on the seventh (7th) day at the latest after its delivery to the netbank's viewing right service or after its dispatch.

#### 8. Immaterial rights

The Bank or a third party holds all copyrights, trademarks and other immaterial rights relating to the netbank's viewing right service.

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

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

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

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

The customer is not entitled to any compensation solely due to the termination of this agreement or the interruption of the service in situations laid down in clauses 3 and 4 of these general terms and conditions.

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

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

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

#### 10. Assignment of the agreement

The Bank is entitled to transfer the Bank's rights and obligations, under the agreement to a third party. Should the Bank merge or demerge or assign all or part of its business, all rights and obligations based on the agreement between the customer and the Bank remain in force vis-à-vis the receiver of the business. The customer may not transfer its rights or obligations under this agreement to a third party.

#### 11. Validity, termination and cancellation of the agreement

The agreement is valid until further notice.

The customer is entitled to terminate the agreement in writing, effective immediately, without a period of notice. The Bank reserves a reasonable time for closing the netbank's viewing right service. The Bank has the right to terminate the agreement with two (2) months' notice. The customer will be notified of the termination to the netbank's viewing right service or in writing.

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

#### 12. Applicable law and settlement of disputes

This agreement is governed by Finnish law.

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

#### Service provider and supervising authority

Nordea Bank AB (publ), a public limited company, domicile Stockholm, Sweden, corp reg no 516406-0120, is supervised by:

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