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### 1. General provisions

These General Terms and Conditions govern Nordea's Internet and telephone service which is provided by Nordea Bank Abp, filial i Sverige (referred to below as the "Bank"), reg. no. 516411-1683, 105 71 Stockholm. The registered office of the company is in Helsinki, Finland. The Bank is a banking company licensed to conduct banking business. The bank is under supervision by The European Central Bank (ECB), the Finnish Financial Supervisory Authority and the Swedish Financial Supervisory Authority (Finansinspektionen). The language which is used in contacts between the Customer and the Bank is Swedish.

The Bank recommends that the Customer print out these General Terms and Conditions. Where this is not possible for the Customer, print-outs of the General Terms and Conditions may be obtained from a local Nordea branch or may be ordered from Nordea's Customer Services Centre on telephone number 0771-22 44 88. In addition, during the contractual relationship, the Customer shall be entitled, upon request, to be provided with these General Terms and Conditions and other written information about Nordea's Internet and telephone service which was issued by the Bank prior to or in conjunction with the execution of the Agreement in paper form or in another readable and durable form which is accessible to the Customer.

### 2. Definitions

In these General Terms and Conditions, the following terms (including grammatical forms thereof, etc.) shall have the meanings stated below:

**Account Information Services:** an online service to provide compiled information regarding one or more payment accounts which the Customer has with one or more other payment service providers.

**Agreement:** Application/Agreement, customer confirmations, or the equivalent, relating to Nordea's Internet and telephone service, including applicable appendices and these General Terms and Conditions.

**Authentication:** A procedure through which an Customer's Security Solution is used and through which a payment service provider can verify the identity of the Customer or the validity of the Payment Instrument.

**Bank Day:** A day on which participating banks or other payment service providers are open for business to the extent required to execute a Payment Transaction.

**Connected Service:** A service provided from time to time by the Bank relating to the use of Nordea's Internet and telephone service for whose use the Customer has entered into a separate agreement or has otherwise agreed upon with the Bank.

**Co-User:** A person who, in accordance with an agreement between the Bank and the Customer, is entitled to execute orders which are binding on the Customer when submitted in accordance with the provisions of the Agreement.

**Credit:** Each amount that, in accordance with the Customer's application and after customary credit assessment, is made available to the Customer by the Bank. A Credit may be connected to an account (an account credit) or be separate. The terms and conditions for a Credit is agreed between the Customer and the Bank in separate agreement (Credit Agreement).

**Credit Agreement:** Any application/agreement or other document in legible and durable form and available to the Customer, containing the particulars in respect of the Credit, including any general terms and conditions and/or appendices thereto.

**Customer:** Natural person with whom the Bank has entered into an agreement with.

**Cut Off Time:** A certain specified final point in time which is used to determine which Bank Day the Bank will be deemed to have received funds or a Payment Order.

**Internet Bank:** The Bank's Internet bank or mobile bank or an equivalent Internet service agreed between the Bank and the Customer.

**Mobile Unit:** A mobile telephone, tablet, watch, armband or similar equipment with access to the Internet or other network for telephone or data traffic.

**Payment Initiation Service:** A service to initiate a Payment Order, at the request of the Customer, from a payment account with another payment service provider.

**Payment Instrument:** A card or any other personal instrument or personal procedure regarding which the Customer and the Bank have entered into an agreement or as accepted by the Bank and which is used by the Customer to initiate a Payment Order, such as a debit card or Personal Code. A Security Solution is connected to the Payment Instrument.

**Payment Order:** Each instruction which the Customer submits to the Bank to execute a Payment Transaction.

**Payment Transaction:** A deposit, withdrawal, or transfer, of funds to or from an account.

**Personal Code:** For example, a PIN code, single use code, SMS code or corresponding code.

**Security Solution:** Personal authorization functions, i.e. personally adapted functions which the Bank provides or accepts for Authentication, for example Personal Code or a reader of biometric information such as a fingerprint reader or iris scanning.

**Strong Customer Authentication:** An Authentication which is based on at least two of the following three alternatives which are independent of each other:

- something which only the Customer knows (for example a number code);
- something which only the Customer has (for example a physical bank card);
- a unique characteristic of the Customer (for example a fingerprint).

**Third Party Provider:** A payment service provider other than the Bank which holds the necessary license, or is registered, to provide Payment Initiation Services and/or Account Information Services.

**Unique Identifier:** A combination of letters, numerals, or symbols which is provided by a bank or other payment service provider and which a customer is required to state in order to unambiguously identify another payment service user or their payment account, for example an account number.

### 3. Description of Nordea's Internet and telephone service

Nordea's Internet and telephone service entails that the Customer can elect to use different services via a data communication network (such as the Internet) and/or over the telephone. The Bank announces which services are available from time to time and, upon application by the Customer, decides which services the Customer may subscribe to. Certain services are included in the basic package for Nordea's Internet and telephone service, whereas the Customer must sign a specific agreement or otherwise agree with the Bank to use other services. In such case, the latter services constitute "Connected Services", and all Connected Services are governed, where applicable, by these General Terms and Conditions.

In addition to the terms and conditions of the Agreement, any provisions notified by the Bank from time to time shall govern the use of Nordea's Internet and telephone service. In addition to the terms and conditions of the Agreement and the provisions notified by the Bank, Connected Services and Credits shall be governed by the terms and conditions specifically applied by the Bank in respect of the Connected Service and the Credit in question.

### 4. Account information services

In the event the Customer uses Account Information Services via the Bank, the Bank shall not be liable to ensure that information received from another bank is correct. The Bank is not liable for loss which arises as a consequence of the fact that account information received from another bank is in any way incorrect.

### 5. Information required to enable the execution of a Payment Order

To enable the execution of a Payment Order, the Customer must provide information regarding the payment pursuant to the instructions provided by the Bank to the Customer when the Payment Order is submitted. However, the Customer must in all cases provide details of the payee's Unique Identifier, as well as information which enables the payee to identify the Payment Transaction.

Where the Customer has executed a Payment Order using a Unique Identifier, the Bank shall be deemed to have executed the Payment Transaction correctly if the funds are transferred to the payee specified in the Unique Identifier. The Bank is not liable if the Unique Identifier which is specified by the Customer is incorrect.

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### 6. Approval of a Payment Transaction, receipt of a Payment Order, and revocation

Approval of the execution of a Payment Transaction is submitted directly to the Bank, via the payee, or via the supplier of the Payment Initiation Services.

The Customer is obliged to carefully examine what is presented for signing when approving a payment transaction.

A Payment Transaction shall be regarded as approved where the Customer has provided its consent to the execution of the Payment Transaction. Where a Payment Order has been received by the Bank, the Customer shall be deemed to have consented to the execution of the relevant Payment Transaction(s), provided the Bank has been able to verify the consent using the Customer's Security Solution.

The above-stated shall also apply where the order or instruction is submitted using the Security Solution of a guardian or Co-User.

The time of receipt of a Payment Order is the time at which a correct Payment Order has been received by the Bank or when the Customer approves a Payment Order that has been submitted using its Security Solution. A Payment Order must be received by the Bank not later than the specified Cut Off Time in order for it to be possible to begin the execution of the Payment Transaction on the same Bank Day. Details of established Cut Off Times are stated in the Cut Off Time Appendix. Where the time of receipt is not on a Bank Day or occurs after an applicable Cut Off Time, the Payment Order shall be deemed to have been received on the following Bank Day. The Cut Off Time Appendix is available at branches of the Bank and on the Bank's website.

Once the Bank has received the Payment Order, the Customer shall not be entitled to revoke the Payment Order or its approval of the Payment Transaction.

In cases where the Customer, when initiating a Payment Order, intends the time of receipt of the payment to be deemed a future date, this date must be stated in accordance with the instructions set forth in Nordea's Internet and telephone service at the time the Payment Order was submitted. The time of receipt of the Payment Order is deemed to be the Bank Day before the date the Customer stated as the date for payment, regardless of when the approval was provided. In such case, the Payment Order may be revoked not later than at the end of the Bank Day preceding the payment date specified by the Customer for receipt of payment by the payee. However, in respect of a payment made to Bankgiro, such revocation may take place not later than the established Cut Off Time at the end of the Bank Day preceding the payment date specified by the Customer.

A Payment Order which the Bank refuses to execute according to section 7 is deemed to have never been received by the Bank.

### 7. The Bank's right to deny access to an account and to refuse to execute a Payment Order

In the event the Bank finds cause to refuse to execute a Payment Order, the Bank shall inform the Customer as soon as possible. The Customer receives such notification by post or via the Internet Bank. However, such notice will not be provided by the Bank for Payment Transactions such as Direct Debit (Autogiro), recurring transfers, and Payment Instructions initiated by the payee.

Where the Bank is of the opinion that a Third Party Provider must be refused access to the Customer's information or account with the Bank, the Customer shall be notified of such via the Internet Bank, unless doing so is in contravention of the law or where it is justified for security reasons not to do so.

### 8. Other orders or instructions

In addition to the provisions of section 6 regarding Payment Orders, where an order or instruction is submitted to the Bank via Nordea's Internet and telephone service using the Customer's

Security Solution, the Customer is bound by such order or instruction. The aforementioned also applies where the order or instruction is submitted using the Security Solution of a guardian or Co-User.

### 9. Execution time of payments

Where, pursuant to section 6 above, the Bank is deemed to have received a Payment Order on a particular Bank Day, the payment will be received by the payee's bank not later than:

- on the same Bank Day, where a Payment Transaction is in SEK or EUR and is made between accounts at the Bank, provided the transaction does not involve a currency exchange of the transferred amount;
- on the following Bank Day, where a Payment Transaction is in SEK and made to an account at another bank in Sweden (including bankgiro), where a Payment Transaction is in EUR and made to an account at a bank within EU/EEA, as well as where a Payment Transaction in EUR is made to an account at a bank within EU/EEA and is preceded by a currency exchange if such exchange is made in Sweden from SEK and the transfer is made in EUR;
- within four (4) Bank Days, where a Payment Transaction is made to an account at a bank within the EU/EEA in SEK or in an EEA currency other than EUR.

Information regarding approximate execution times for payments in currencies other than those set forth above, or for payments to recipients outside of the EU/EEA, or for express payments, are provided by the Bank upon request by the Customer.

### 10. Bank's liability for executing payments

The Customer shall ensure that there are sufficient funds for any Payment Orders submitted and that information provided in the Payment Order is sufficient and accurate. The Bank shall ensure that amounts and information are transferred to the payee's bank. Where the conditions in the first sentence are satisfied and the amount is nonetheless not transferred to the payee's bank or the Payment Transaction is otherwise executed incorrectly and the Customer has complained in accordance with section 26, "Claims", the Bank shall, in an appropriate manner and without unnecessary delay, repay the amount or restore the balance on the debited account to that which it would have been had the incorrectly executed transaction not taken place.

Where the Bank is able to demonstrate that the recipient bank has accepted the transaction, the recipient bank is liable for the non-execution or deficient execution of the transaction. In the event that, notwithstanding such liability, the payee's bank returns the amount, the Bank shall ensure that the amount is promptly repaid to the Customer.

Irrespective of whether the Bank is liable according to the provisions set forth above, at the request of the Customer, the Bank shall attempt as soon as possible to trace the Payment Transaction and notify the Customer of the results. The aforementioned service shall be free of charge to the Customer.

Where a Payment Transaction is executed with the aid of a Unique Identifier, the Payment Transaction is deemed to have been correctly executed with respect to the payee stated in the Unique Identifier. The aforementioned shall apply notwithstanding that the Customer provided additional information beyond the Unique Identifier.

The Bank shall not be liable in the event the Unique Identifier provided by the Customer is incorrect. The Bank has no obligation to investigate whether the Unique Identifier is correct. However, at the request of the Customer, the Bank shall take reasonable measures to recoup any funds covered by the payment transaction. The Bank shall be entitled to charge a fee for the aforementioned services.

Paragraphs 1 – 3 above shall not apply where a payment service provider in a Payment Transaction is domiciled outside of the EU/EEA.

The Customer shall be entitled to compensation for fees and interest incurred by the Customer due to the fact that a Payment Transaction was not executed, or was executed incorrectly, provided the cause is not attributable to the Customer.

### 11. The Customer's obligation to safeguard and report the loss of a Payment Instrument and Security Solutions

In order to use Nordea's Internet and telephone service and Connected Services, the Customer must use a Security Solution for Authentication. The Bank designates which Security Solution the Bank accepts and which the Customer must use. The Security Solutions may vary from time to time and may be governed by a separate agreement. A separate fee may be payable for the Security Solution. In addition to the terms and conditions of the agreement concerning the Customer's Security Solution, the Customer shall be obliged to comply with the security regulations notified by the Bank from time to time. The following provisions shall apply to security solutions whereby the Customer uses a card, Personal Code, or corresponding Payment Instrument.

The Customer shall take necessary measures to prevent use of the Payment Instrument and Security Solution in an unauthorized manner. These may only be used by the Customer. The Payment Instrument shall be stored in a secure manner and in sight of the Customer taking into consideration the circumstances. They must be handled in the same way as cash and other documentary evidence of claims. In environments where the risk of theft is great, particular care shall be observed and the Payment Instrument must be kept in sight at all times. In cases where the Payment Instrument or Security Solution is stored on a Mobile Unit, the Customer shall use the appropriate security arrangements offered by the Mobile Unit, for example the Mobile Unit's locking code.

In the event the Customer chooses to Authenticate themselves with the aid of biometric information, for example through the use of a fingerprint stored on a Mobile Unit, the Customer is obligated to ensure that only the Customer's own biometric information can be used for Authentication of the Customer. The Customer shall ensure that no other party's biometric information is registered on the Mobile Unit.

Where the Customer chooses to Authenticate themselves using a Personal Code, the Customer shall also:

- keep the Personal Code secret;
- not use the Personal Code in any manner which provides access to the Customer's account or services with the Bank;
- destroy the document containing the Personal Code which the Customer received from the Bank;
- not note the Personal Code on cards, card readers, or other Payment Instruments, or allow notation regarding the code to be affixed to, or otherwise stored together with, the Payment Instrument;
- where the Personal Code is noted, not state its function as a code or its connection with the Bank, and not store the notation together with cards or card readers or other Payment Instruments;
- where the possibility exists to choose a Personal Code, not to choose a personal code which has any connection with the Customer's personal ID number, account number, or telephone number;
- where the possibility exists change the Personal Code in the event of any suspicion that the code has been used in an unauthorized manner.

The provisions set forth above shall also apply, where applicable, with respect to single-use codes, passwords, etc. By single-use codes is meant, for example, the codes that a card reader generates and which is displayed after the customer has entered their personal code in the card reader.

The Payment Instrument may not be used in contravention of applicable law. The Customer shall immediately notify the Bank upon becoming aware that the Payment Instrument or Security Solution, including Personal Code, has been lost, used in an

unauthorized manner, or disclosed to an unauthorized party. Notice to the Bank as set forth above shall be given to the Bank's card service or a Nordea branch office. Where the Security Solution has been issued by a party other than a Bank, the Customer shall block the Security Solution with such party.

Where a Co-User is specified in a supplement to the Agreement, the Customer shall ensure that the Co-User also complies with these security provisions.

Where the Customer is a minor represented by a guardian, the Customer's guardian shall also be obliged to comply with these security provisions.

Nothing in this provision shall prevent the Customer from using Payment Initiation Services or Account Information Services provided by a Third Party Provider with which the Customer has entered into an agreement or whose services have otherwise been retained by the Customer.

### 12. Information provided to the Customer in special cases

In the event of suspected security risks, and in those cases in which the Bank has discovered or suspects that a Payment Transaction is unauthorized, the Bank may notify the Customer in a manner other than that set forth in section 27 where it is considered appropriate in the individual case. This may take place through a telephone call, text message, or by the notice via electronic notification (push notices). The Bank may then inquire as to whether the Customer made a certain Payment Transaction.

### 13. Payment liability for unauthorised transactions

#### 13(a) Repayment for unauthorised transactions

In the event a Payment Transaction is carried out without the consent of the Customer, or any other party authorized to use the account (unauthorized transaction), the Customer shall file a notice pursuant to section 26, Claims. Unless otherwise set forth in section 13(b) below, the Bank shall reinstate the debited account to the balance which would have applied if the unauthorized transaction not taken place.

The Customer shall not be liable as set forth above for any sum which has been debited the account where Strong Customer Authentication was not used when the unauthorized transaction was commenced. The aforementioned shall not apply where the Customer fraudulently caused, or contributed to, the unauthorized transaction.

In those cases in which the Bank has repaid a sum to the Customer and the Bank subsequently determines that the transaction was not unauthorized or that the Customer was not entitled to a refund of the entire amount, the Customer shall be liable to make repayment. In such cases, the Bank shall be entitled to debit the Customer's account by the relevant amount.

#### 13(b) Payment liability for unauthorised transactions with Payment Transactions

Where an unauthorised transaction has been possible to execute as a consequence of a failure by the Customer to safeguard its Security Solution, the Customer shall be liable for the amount, up to a maximum of SEK 400.

Where an unauthorised transaction has been executed as a consequence of the Customer's grossly negligent breach of any of its obligations pursuant to section 11, the Customer shall be liable for the entire amount, up to a maximum of SEK 12,000. However, the Customer shall be liable for the entire loss where the Customer actions are particularly blameworthy.

The Customer shall not be liable for any loss arising from an unauthorised transaction which is executed after the Customer, in accordance with the Bank's instructions, has given notice that the Payment Instrument must be blocked, unless the Customer has acted fraudulently.



The Customer shall in all cases be liable for the entire amount where the Customer fails to notify the Bank without unnecessary delay upon becoming aware of the unauthorised transaction. The Customer, who is liable to pay for unauthorised transactions, shall also pay any amounts charged to the account as a result of the account being overdrawn or an approved overdraft facility being exceeded.

### 13(c) Other authorized user

In the event any party other than the Customer is authorized to use a Payment Instrument connected to the Customer's account, the Customer shall be liable for unauthorized Payment Transactions made on the account which have been carried out using the other party's Payment Instruments as if the Customer had acted personally.

The obligations specified in section 11 shall also apply to a Co-User and, where applicable, the guardian of a Customer who is a minor. Accordingly, the Bank shall be entitled to assert its rights under the Agreement against the Customer in respect of any breach of such obligations by the Co-User or the Customer's guardian.

### 14. Purchase and redemption of fund units

The following shall apply provided the Bank offers the Customer the opportunity to purchase and redeem fund units via Nordea's Internet and telephone service.

Fund savings shall be governed by the relevant fund's rules and, where applicable, its prospectus.

The Customer is bound by the Bank's order execution policy and general terms and conditions governing trading in fund units or terms and conditions governing fund accounts for units in SICAV companies (foreign collective investment undertakings). The Customer is obliged to keep him or herself apprised of, and comply with, such policy and terms and conditions.

Fund rules and/or prospectuses can be obtained from branches of the Bank and the Bank's website.

### 15. Credit

The Customer may apply for and enter into Credit agreements with the Bank through the Internet. The Bank decides what types of credits that are made available at each time through the Internet. An application for a Credit or a Credit Agreement is signed by the Customer by using the Customer's Security Solution (see section 11 above). The Customer's use of the Security Solution provided by the Bank is the equivalent of the Customer's signature. A Credit Application or a Credit Agreement confirmed by the Customer through the use of the Customer's Security Solution is binding on the Customer in the same way as if the Credit Application or Credit Agreement had been prepared in writing and signed by the Customer's own hand. Where, in conjunction with an application for Credit or a request for a change in the Credit terms and conditions via the Internet or telephone, the Customer represents one or more additional borrowers, the Customer shall be obligated to ensure that the necessary consent for the measures has been obtained from the other borrowers and providers of security (other than the borrower/borrowers).

The Customer agrees that, where an application for a Credit is made through the Internet, the Bank may communicate the result of its credit assessment (i.e. whether the credit has been approved or not) to the Customer notifying the Customer through logged in pages on the Internet and furthermore agrees that the Credit Agreement and other documentation to be provided by the Bank in connection with an application for a Credit will be made available to the Customer through logged in pages on the Internet.

A Credit Agreement is deemed to have been entered into when the Customer through the use of the designated Security Solution accepts the content of the Credit Agreement. When entering into a distance agreement, the Customer is ensured a right of withdrawal in accordance with the Consumer Credit Act (Konsumentkreditlagen (2010:1846)). Information concerning the right of withdrawal and how to exercise that right is included in the

form "Standard European Consumer Credit Information" provided by the Bank and also in the Credit Agreement. The right to withdrawal does not apply to Credit Agreements secured by a mortgage on real property, site leasehold interests in government land, cooperative apartments, or similar interests.

It is recommended that the Customer print out the Credit Agreement, including any appendices and the General Terms and Conditions. If the Customer does not have this possibility, print outs can be provided by a Nordea branch office or ordered at Nordea Customer Centre, tel 0771 – 22 44 88.

### 16. Co-Users

The Customer may not, without the Bank's consent, represent any other party (for example, pursuant to a power of attorney) in respect of Nordea's Internet or telephone service and Connected Services or allow him or herself to be represented by any other party in contacts with the Bank in respect of Nordea's Internet and telephone service and Connected Services.

Notwithstanding the provisions of the first paragraph, where agreed with the Customer, the Bank may execute an order submitted by a Co-User according to information in the supplement to the Agreement (see: Supplemental Agreement regarding Nordea's Internet and Telephone Service).

When executing such an order, the Bank is not obliged, for the order to be binding on the Bank, to verify whether any mandate relationship exists between the Customer and the Co-User.

The Customer may revoke the Bank's right to execute orders submitted by a Co-User, at any time, by giving notice to the Bank.

### 17. Customers who are minors

If the Customer is the guardian of a minor, the Customer may represent the minor and sign agreements to connect the minor to various services of the Bank. The Bank decides on the services which may be the object of such signing of agreements.

The Bank shall be entitled to assume, with binding effect on the minor, that such signing of agreements regarding connection to the services of the Bank has taken place exclusively on behalf of the minor and, where the minor is represented by more than one guardian, to assume, with binding effect on the minor, that such signing of agreements regarding connection to services has been executed by all guardians acting in mutual agreement. Each guardian shall be individually entitled to terminate such connections.

Insofar that the Customer signs such agreements on behalf of the minor through the Internet or telephone bank, without binding effect on the minor, the Customer is liable to pay amounts to the Bank equalling the loss thus incurred by the Bank. The limitations on amounts specified in section 13 above do not apply to the Customer's liability according to this section.

### 18. The Bank's right to take verification measures

The Bank shall be entitled to postpone the execution of an order which the Customer has requested via Nordea's Internet and telephone service if, in the Bank's opinion, there is cause to take special measures to identify the principal or verify the order.

### 19. Exchange rate

For Payment Transactions in a currency other than the currency of the payment account, the currency is exchanged prior to the execution of the Payment Transaction. Unless otherwise agreed, the exchange rate used by the Bank is a reference exchange rate. The reference exchange rate used is the applicable exchange rate on the currency market for purchases or sales of currency at the time at which the Bank executes the Payment Transaction. Reference exchange rates can be obtained on a preliminary basis from the Bank via branches of the Bank or the Customer Services Centre. Since the currency exchange does not take place until the Bank executes the Payment Transaction and then at the applicable exchange rate on the currency market, the exchange rate which is used may differ from the preliminary rate.

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### 20. Term and termination of the Agreement, etc.

The term of the Agreement shall commence when the Customer has executed the Agreement or signed these General Terms and Conditions via Nordea's Internet and telephone service. The Agreement shall thereafter apply until further notice. The Bank shall be entitled to terminate the Agreement on two (2) months' notice. The Bank may terminate the Agreement with immediate effect if the Customer is in material breach of contract.

The Customer shall at all times be entitled to terminate Nordea's Internet and telephone service as of the date on which the Bank receives a notice of termination of Nordea's Internet and telephone service signed by the Customer. A fee for the notice of termination, if any, shall be payable in accordance with the Bank's price list applicable from time to time.

This Agreement is terminated upon the death of the Customer. Where the Customer is declared bankrupt or where a guardian is appointed pursuant to Chapter 11, section 7 of the Children and Parents Code, the right for the Customer to use Nordea's Internet and telephone service shall terminate with immediate effect, whereupon the Bank shall be entitled to terminate this Agreement.

The Bank shall be entitled to discontinue use of the Nordea's Internet and telephone service and/or terminate the Agreement effective immediately or at a time determined by the Bank in the event:

- the Customer does not reply to the Bank's questions or otherwise fails to assist the Bank in regularly achieving know your customer knowledge;
- the Bank suspects that Nordea's Internet and telephone service will be used for criminal activities or otherwise used in violation of applicable legislation;
- the Bank has cause to assume that the Customer has otherwise acted, or will act, in a manner which may cause damage to the Bank or a third party; or
- the Customer is listed on any of the sanctions lists regarding international sanctions which the Bank takes into consideration in its operations.

According to the Payment Services Act, a consumer who is a legal resident within the EEA is entitled to a current account with basic functions linked to such an account. At Nordea, the Personal Current Account (Personkonto) is such a current account, and "basic functions" refer to a Nordea Electron card that is linked to that account, and Nordea's Internet and telephone service with the "payments" option. In cases where Nordea's Internet and telephone service agreement is such a basic service, the following grounds for termination apply: The Bank is entitled to terminate the Personal Current Account agreement, the Nordea Electron agreement and Nordea's Internet and telephone service agreement with a two-month notice period if no transactions have occurred on the Personal Current Account in the past 24 months, or if special grounds exist. The Bank is entitled to terminate the Personal Current Account agreement, the Nordea Electron agreement and Nordea's Internet and telephone service agreement with immediate effect if the Customer has intentionally used the Personal Current Account for illegal purposes or if the Customer has provided erroneous information in order to be able to open a Personal Current Account with basic functions, and accurate information would have led to a refusal to the Customer opening such an account.

### 21. Bank's right to suspend Nordea's Internet and telephone service

In addition to the provisions set forth in section 20 above, the Bank shall be entitled to suspend Nordea's Internet and telephone service in order to maintain or update Nordea's Internet and telephone service or where, in the Bank's opinion, there is a tangible risk that the Bank or its customers will incur loss through the Bank continuing to provide Nordea's Internet and telephone service. The Bank shall also be entitled to suspend Nordea's Internet and telephone service upon suspicion of unauthorised use, in the event of repeated failed login attempts, where the Customer is using Nordea's Internet and telephone service in a manner which may harm or disrupt the service, or in the event of a violation of instruc-

tions, terms and conditions, or provisions governing Nordea's Internet and telephone service.

The Bank shall notify the Customer of the suspension in reasonable time where the Bank can anticipate the suspension and it can be assumed that the suspension is of more than minor importance for the Customer. Notification may be provided, among other means, through information about the suspension being provided via the Internet or over the telephone.

### 22. Amendments

The Bank shall be entitled to amend the scope and content of Nordea's Internet and telephone service and Connected Services. Where, in the Bank's opinion, the amendments are not to be regarded as insignificant, the Customer shall be informed and shall be entitled immediately to terminate the Agreement prior to the date on which the amendments are to take effect. Where notice of termination is not given, the Customer shall be deemed to have approved the amendments.

The Bank shall give notice of any amendments to the Agreement not later than two (2) months prior to the date on which they are to take effect and in accordance with section 27. If the Customer does not approve the amendments, the Customer is entitled, immediately and at no charge, to terminate the Agreement prior to the date on which the amendments are to take effect. Where notice of termination is not given, the Customer shall be deemed to have approved the amendments.

Amendments to exchange rates which are based on an agreed reference exchange rate pursuant to section 19 above may be applied immediately without notification.

### 23. Limitation of the Bank's liability

The Bank shall not be liable for loss due to Swedish or foreign legislation, measures taken by Swedish or foreign public authorities, acts of war, strikes, blockades, boycotts, lockouts, or other similar circumstances. The reservation with respect to strikes, blockades, boycotts, and lockouts shall apply notwithstanding that the Bank is itself the object of, or takes, such measures.

Loss which has arisen in cases other than those stated above shall not be compensable by the Bank provided it has exercised normal care.

Instead of that which is set out above in this clause – as regards Payment Transactions for the part of the transaction conducted in the EU/EEA – the following applies: the Bank is not liable in cases of abnormal or unforeseeable circumstances over which the Bank, or the party engaged by the Bank to execute the Payment transaction, has no control and the consequences of which were impossible for the Bank, or the party engaged by the Bank, to avoid despite all efforts to the contrary. Neither shall any liability arise for the execution of Payment Transactions pursuant to this paragraph when the Bank or the party engaged by the Bank acts in accordance with Swedish law or EU law.

The Bank shall not be liable for indirect loss unless such loss was caused by the Bank's gross negligence.

Where the Bank is prevented from executing a payment or taking any other measure due to an event set forth in this section, the measure may be postponed until the impediment has ceased. In the event of a postponed payment, where interest has been agreed upon, the Bank shall pay interest based on the interest rate applicable on the due date. Where interest has not been agreed upon, the Bank shall not be obliged to pay interest at an interest rate which is higher than the rate equivalent to the applicable reference interest rate from time to time pursuant to section 9 of the Interest Act (SFS 1975:635) plus two percentage points.

Where the Bank is prevented from accepting a payment due to an event set forth in the first paragraph or covered by the third paragraph of this section, the Bank shall only be entitled to interest for the period of the impediment as set forth in the terms and conditions applicable on the due date.

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### 24. Means of communication between the parties, requirements as regards the Customer's equipment and software

The use of Nordea's Internet and telephone service requires a touch tone telephone and/or connection to a data communication network (such as the Internet). Such connection requires computer and communication equipment, software and an Internet subscription. Since the Bank is continually developing the functionality of Nordea's Internet and telephone service, the Bank recommends that the Customer use an operating system and web browser which are updated and supported by the manufacturers. Details of which operating systems and web browsers are required from time to time for access to Nordea's Internet and telephone service are provided on Nordea.se.

The Customer is at all times personally responsible for access to the technical equipment and software required to use Nordea's Internet and telephone service, as well as for any costs for such equipment. The Customer shall exercise normal care when using Nordea's Internet and telephone service and shall safeguard his or her technical equipment against unauthorised use, among other things, by using antivirus programs which are updated automatically and firewalls.

Software and security equipment provided by the Bank to the Customer confer only a right of use. No ownership rights or copy-right shall vest in the Customer. In addition to the terms and conditions stated in the Agreement, the right of use is subject to the terms and conditions prescribed by the manufacturers.

Software provided by the Bank may contain encryption procedures and, therefore, under certain circumstances may be subject to specific export rules. If the Customer intends to take software provided by the Bank outside Sweden, the Customer is under an obligation to verify that this is compatible with applicable export rules.

Certain countries impose very strict rules governing the importation, possession and use of software which contains encryption procedures. Therefore, before the Customer brings software provided by the Bank into another country, the Customer should check which rules apply in that country.

### 25. Fees

Fees for Nordea's Internet and telephone service are payable in accordance with the Bank's price list (see Price Appendix). The price list is available at branches of the Bank and on the Bank's website. The Bank shall be entitled to debit the Customer's accounts at the Bank in the amount the Customer is obligated pay.

### 26. Claims

The Customer shall promptly read and review the information regarding executed Payment Transactions which is provided or made available to the Customer. The Customer shall notify the Bank in writing and request rectification as soon as possible upon becoming aware of a defect in Nordea's Internet and telephone service, erroneously executed Payment Transactions or unauthorised transactions ("Notice of a Defect"). However, such notice may under no circumstances be given later than 13 months after the account has been debited for the amount or after the defect arose. Where the Customer fails to give Notice of a Defect within the prescribed period, the Customer may not bring a claim against the Bank based on the defect.

Where the Customer denies having provided its consent to an executed Payment Transaction or claims that the Payment Transaction was not executed correctly, at the Bank's request, the Customer shall assist the Bank to identify the Payment Transaction and shall conduct any necessary investigation of the unapproved and executed Payment Transaction.

Where there is a provision regarding claims in the separate terms and conditions regarding a Connected Service, such provision shall apply in lieu of this provision.

The Customer shall always notify the Bank as set forth above where an unauthorised or incorrectly executed transaction has been initiated through a Third Party Provider.

A shorter complaints period relating to the purchase or redemption of fund units applies in accordance with the provisions of the general terms and conditions governing trading in fund units or terms and conditions governing fund accounts for units in SICAV companies (foreign collective investment undertakings).

### 27. Notices

Information and notices provided by the Bank to the Customer pursuant to the Agreement may be provided in accordance with the provisions of this section set forth below. Letters which the Bank sends to the Customer shall be deemed to have reached the Customer not later than the fifth calendar day after the date of dispatch, provided the letter has been sent to the address stated to the Bank or which is otherwise known to the Bank. For Customers who have Internet Bank, other Internet banking or Internet services, the Bank may provide information and notices via such channels. The Customer shall always be deemed to have received the information and the notice which the Bank provides in this matter at the time it is made available by the Bank.

Notice of any changes in terms and conditions which is provided via an electronic communications services such as the Internet Bank, or other Internet bank service, or Internet service, shall be deemed to have been received by the Customer as soon as it has been made available and the Bank has notified the Customer of this by letter or electronic notice such as text message, email, or other electronic notification.

The Customer shall immediately notify the Bank of any change of name, address or telephone number. In the event the Customer wishes to use an address different than the address set forth in the National Population Register, notice of such must be provided to the Bank in writing.

### 28. Assignment

The Customer may not assign its rights and obligations under the Agreement to a third party. The Bank shall be entitled to assign its rights and obligations under this Agreement to another company within the Nordea group. "Nordea group" means the Bank and its subsidiaries.

### 29. Governing law

This Agreement shall be governed by Swedish law and, where an action is brought by the Bank, the dispute shall be decided by Swedish courts. However, the Bank shall be entitled to bring legal action in another country where the Customer is domiciled or where the Customer has assets.

### 30. Grievances

Where the Customer is dissatisfied with the Bank's handling of the Nordea's Internet and telephone service, the Customer should, in the first instance, contact their advisor at the Bank, their local Bank branch, or the Customer Services Centre. The Customer may also contact the Bank's Customer Ombudsman. Where the Customer wishes to file a grievance, this should be done in writing unless the nature of the matter dictates otherwise. Where a grievance has been filed, the Bank may communicate with the Customer via the Internet Bank, letter, telephone conversation, or at a physical meeting depending on what is considered appropriate in the individual case. In the event of a dispute with the Bank, the Customer can contact the National Board for Consumer Complaints (a board for alternative dispute resolution) Box 174, 101 23 Stockholm, www.arn.se. Any application to the Board must in writing. In order for the Board to adjudicate the matter, certain value thresholds and deadlines, among other things, apply. The Bank undertakes to participate in the National Board for Consumer Complaints' adjudication of the dispute.



An Customer who was entered into an agreement with the Bank via the Internet bank and where a dispute has arisen which the Customer was not able to resolve with the bank, the Customer shall also be entitled to use the EU's online platform for dispute resolution: <https://ec.europa.eu/consumers/odr/>. More information about dispute resolution online is available at [www.konsumenteuropa.se](http://www.konsumenteuropa.se).

### 31. Information regarding processing of personal data, etc.

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 processing of personal data, please review the Bank's privacy policy, which can be found by following this link [www.nordea.se/dataskyddspolicy](http://www.nordea.se/dataskyddspolicy) 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.

## Information regarding distance contracts for Internet and telephone services

### Generally

A distance contract occurs when you and the bank do not meet personally before entering into the contract. Examples of distance contracts include contracts entered into via the Internet, via the telephone banking service or by responding to a mail out/advertisement.

### Prices, fees and charges

Fees for Nordea's Internet and telephone service are payable in accordance with the Bank's price list. Price list is available at [nordea.se/privat](http://nordea.se/privat) and Nordea branches. Variations may apply in conjunction with campaigns or other offers. In addition, further taxes, charges or costs may also be payable which are not imposed or paid by the bank.

### If you change your mind

If you change your mind and no longer wish to receive the agreed service, as a consumer you are entitled to withdraw from the distance contract you entered into. You have what is known as a "right of withdrawal". The right of withdrawal does not apply to the transactions, services or the equivalent which are performed according to the product agreement. Nor do the right of withdrawal provisions apply if, at your request, both parties have performed their obligations.

### Period for withdrawing from the contract

The deadline for withdrawing from the contract is 14 days calculated from the date on which you entered into the agreement, for example when you signed the contract or approved the general terms and conditions governing the service.

### How do you exercise your right of withdrawal?

Before the deadline for withdrawing from the contract runs out, you must notify the bank that you wish to exercise your right of withdrawal. The easiest way to do this is by writing to/contacting your Nordea branch. You can find contact information on [nordea.se](http://nordea.se).

### When you have exercised the right of withdrawal

When you have exercised your right of withdrawal, you must refund the amounts and send back the material you received from the bank as soon as possible and, in any event, within 30 days.

### How much does it cost to exercise your right of withdrawal?

If you have exercised your right of withdrawal, the bank must refund the amount you have paid as soon as possible, and not later than 30 days from the date on which the bank received notice that you had changed your mind. However, the bank may deduct from the amount which is to be refunded an amount equal to the portion of the financial service which has been provided as well as reasonable costs for the period prior to the date on which the bank received your notice regarding withdrawal from the contract.

In terms of the Internet and telephone service, the bank refunds the portion of the annual or monthly fee which has been charged relating to the period after the date on which you gave notice of withdrawal from the contract.

### Agreement

Pursuant to the provisions of sections 6 and 14 of the general terms and conditions relating to the agreement regarding connection to Nordea's Internet and telephone service, orders and instructions submitted using a security solution belonging to co-users specified below shall also be deemed binding on the customer.

The obligations applicable to the customer in accordance with the general terms and conditions governing connection to Nordea's Internet and telephone service and Connected Services also apply to co-users. Accordingly, the bank may also assert its rights under the terms and conditions of this agreement against the customer in cases where it is the co-user who has acted or been negligent.