

**Tuohi Mastercard**  
**Terms for the Credit Account**  
**12.2023**

In addition to Nordea Bank Abp's (the "bank") card terms and general terms and conditions for euro-denominated payments transmitted within the Single Euro Payments Area, the following terms are applied to this credit:

**1. Creditor**

Name Nordea Finance Finland Ltd  
Domicile Helsinki  
Address Aleksis Kiven katu 9, FI-00020 NORDEA  
Business ID 0112305-3  
Website nordeafinance.fi

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

**2. Definitions**

**2.1 Credit costs**, in the context of the calculation of the annual percentage rate of charge, refer to the total amount of interest, expenses and other charges payable by the borrower as a result of the credit relationship that are known to the creditor. When calculating the maximum sum of credit costs, credit costs are defined as in clause 14.

**2.2 Distance sales** refer to a situation when an agreement on a service is made using a means of distance communication so that the customer does not physically meet a representative of the creditor in person when concluding the agreement. Any transactions using a means of distance communication that relate to an existing agreement or to changing an existing agreement are not considered distance sales.

**2.3 Means of distance communication** refer to telephones, mail, television, the internet or other means that can be used for concluding an agreement without the contracting parties being simultaneously physically present.

**2.4 A politically exposed person (PEP)** is a person who during the past year has held or is currently holding a public position, such as

- head of state or minister;
- member of parliament;
- member of the governing body of a political party;
- member of the highest courts of justice;
- member of the supreme audit institution of a country;
- director, deputy director or member of the board of an international organisation;
- member of a central bank's board;
- ambassador or chargé d'affaires;
- military officer with a rank of general or above;

- (applicable before 1 March 2024) leading position in a company wholly owned by the state; or
- (applicable on or after 1 March 2024) member of the administrative, management or supervisory body of an enterprise wholly or majority-owned by the state or of an unincorporated state enterprise, except in the case of companies the shares of which are traded on a regulated market.

The next-of-kin (spouse, children and their spouses, parents) of a politically exposed person and the close business associates of such persons are also considered politically exposed persons.

**2.5 Account information service** refers to a service provided by a service provider other than Nordea in which information on a credit account accessible on the internet as agreed with the customer is retrieved at the customer's request through a registered service provider via a technical interface accepted by Nordea.

**2.6 Netbank service** refers to digital services determined in the general agreement terms and conditions governing services with access codes.

**2.7 Electronic service accepted by the creditor** refers to any of the following services to which the borrower signs in during the contractual relationship using online banking codes or applicable personal credentials in accordance with the terms of use of the services:

- the Nordea Omaposti service provided by the bank on its website;
- the OmaLuotto service provided by the creditor on its website; and
- the My Pages service provided by the creditor on its website.

An electronic service accepted by the creditor may also be another electronic service, the use of which the contracting parties have agreed on or the introduction of which the creditor will announce to the borrower during the contractual relationship in accordance with clause 16.

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

**2.9 Cardholder** is a person who has been issued with a Tuohi Mastercard and who is responsible for repaying

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the credit, and a person who has been issued with a parallel card with the borrower's consent.

**3. Right to receive information during the contractual relationship**

The borrower is entitled to request the agreement terms and conditions from the creditor free of charge during the contractual relationship. The creditor will deliver the agreement terms and conditions in the manner specified in clause 28.

**4. Data protection and prevention of money laundering****4.1 Processing of personal data**

Acting as a controller, the creditor and/or the bank processes personal data in order to provide the products and services that the parties have agreed on.

The creditor processes the applicant's/borrower's personal data for granting, handling and monitoring credit. The personal data is obtained from the applicant/borrower or their representative, merchants of purchased goods or services or their subcontractor, registers maintained by the authorities such as the positive credit register maintained by the Tax Administration, registers maintained by the creditor, the bank and/or companies belonging to the same domestic or foreign group, or other reliable sources.

In addition, personal credit information is obtained from organisations providing credit information, such as the credit information register of Suomen Asiakastieto Oy. Information to be collected includes, but is not limited to, credit information and other information relevant for the customer relationship.

The creditor submits statutory and up-to-date data about the credit to the positive credit register. The creditor and the bank also process personal data for other purposes, including compliance with laws and other regulations.

Detailed information on the processing of personal data can be obtained from Nordea's privacy policy, which is available on the creditor's and the bank's websites. The privacy policy can also be obtained by contacting the creditor or the bank. The privacy policy contains information about the rights related to the processing of personal data, such as access to information, rectification and data portability.

The creditor is entitled to acquire information concerning the applicant/borrower from a company based in Finland or abroad which belongs to the same group or economic interest consortium at any given time. The creditor is also entitled to disclose personal data to the aforementioned companies.

**4.2 Automated decision-making**

The creditor uses automated decision-making in processing the credit application. When the positive credit register is available, the creditor's automated decision-making is based on unaltered information obtained from the positive credit register concerning income and other loans combined with the information provided on the application and information obtained from other sources.

The applicant is entitled to present their view, to dispute a decision and to demand the reprocessing of a rejected application through a manual process conducted by an expert working for the creditor. In connection with the reprocessing, the applicant has the opportunity to correct and supplement the information used in the decision-making.

Due to factors including the special characteristics of the credit product and the merchant cooperation, changes to the selection, pricing or availability of goods and services or other reasons relating to the merchant, the first purchase made with the credit may no longer be acceptable in connection with the reprocessing of the application, and the creditor is not liable if such a purchase cannot be made even if the creditor would deem it possible to grant the credit as a result of the reprocessing of the application.

**4.3 Customer identification data and sanctions**

Customer identification data and other personal data may be used for the purpose of preventing, detecting and investigating money laundering and terrorist financing and such predicate offences as were committed to gain the assets or proceeds of crime subject to money laundering or terrorist financing, as well as for the purpose of referring cases for criminal investigation.

The credit applicant assures and undertakes that

- they are applying for the credit as a consumer and will mostly use it for purposes other than conducting business activities;
- the credit and the funds obtained from the credit or the items to be financed with the credit will not be used for unlawful purposes;
- they have not been convicted of, charged with or suspected of crimes against the public economy or crimes related to terrorism;
- they are not subject to international sanctions and are not about to become subject to such sanctions;
- they will not hand over any funds from the credit or financed items obtained with the credit to a person or activities subject to

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- international sanctions or use them for the benefit of such a person or activities; and
- they will not fulfil their obligation to repay the creditor with funds obtained from a person or activities subject to international sanctions.

The creditor may screen the borrower's credit, payment and account transactions known to the creditor against international sanctions, and if necessary, demand additional information concerning the credit, payment and account transactions from the borrower before allowing the use of the credit account.

The creditor has the right to take measures required by international sanctions, including preventing the use of the credit in accordance with clause 21 or accelerating the credit in accordance with clause 17.

**5. Granting of a credit account**

A credit account can be granted upon application to one applicant or, depending on the application channel, jointly to two applicants living in the same household and who are at least 18 years of age. Both signatories to the credit application are jointly and severally liable for compliance with the terms and conditions of the credit and for its repayment.

An approved application, together with the terms applicable to the credit and the tariff, constitutes a Mastercard credit agreement between the creditor and the applicant(s) (referred to as the "borrower" in this document).

With the consent of the borrower, a parallel card providing access to the credit may be granted to a family member who is 15 years or older and living in the same household with the borrower. The borrower is liable for compliance with the terms and conditions of the credit and its repayment also with regard to the parallel card.

The creditor is not obliged to state reasons for its decisions concerning a credit application. If the application is rejected due to an entry concerning the credit applicant in a credit information register maintained by a company engaging in collecting and maintaining credit information or due to the applicant's information in the positive credit register, the applicant is entitled to be informed of this. A credit decision on the credit applicant is reported to the creditor's cooperation partner if the credit application was made through a cooperation partner.

**6. Credit limit**

The minimum credit limit for a Mastercard is 2,000 euros and the maximum credit limit is 10,000 euros.

The creditor may grant a lower credit limit than applied for. The applicant will be notified of the granted credit limit. The credit limit may be changed upon the borrower's request. Such changes are subject to a fee stated in the tariff.

**7. Use of the credit account**

The borrower can make the first purchase on the credit right after having received the favourable credit decision.

If the credit application is submitted through the creditor's cooperation partner, the credit agreement will not become binding on the creditor until the creditor has opened the credit account in its system and provided the cooperation partner with the financing for the first purchase made with the credit. If the creditor refuses to open the credit account and/or withdraws from financing the first purchase, the creditor will notify the borrower of this refusal and/or withdrawal and of whether the cooperation partner may for this reason present instead of the creditor demands based on the credit agreement concerning the payment of the first purchase.

The borrower is entitled to use the credit within the credit limit agreed upon in the credit agreement, provided that the monthly instalments and other payments due have been paid on the due date at the latest. The use of the credit decreases the funds available in the credit account, and the amount of amortisation included in the monthly instalment and entered into the credit account increases the funds available in the credit account. The credit limit agreed on may not be overdrawn. If the credit limit is overdrawn, the entire amount of the overdraft will be debited in connection with the next monthly instalment in addition to the normal monthly instalment, and a fee stated in the tariff will be charged for the overdraft.

The borrower can use the Mastercard only during the validity period marked on the card. The card is accepted as a means of payment in Finland and abroad in sales outlets carrying the Mastercard symbol. The recipient of a card payment may be entitled to charge a fee for payments made with the card. The borrower can use the card to withdraw cash from ATMs marked with the Mastercard symbol and abroad at bank branches. The bank where a cash withdrawal is made is entitled to charge its own service fee in connection with the withdrawal.

In Finland invoices can be paid and transfers can be made from the credit account, including credit transfers (within the SEPA) and transfers to other countries, at payment ATMs which use the card information for identifying the cardholder. A minimum and

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a maximum limit can be set for one-off payments and withdrawals in Finland.

The borrower can pay for products and services purchased on the internet using the card number, the expiry date of the card, the 3-digit security code on the back of the card and their personal online banking codes. It is recommended that the borrower only uses the card in the services of such online merchants that have registered for Mastercard's secure online payment service or that the cardholder otherwise knows to be safe.

Before making online payments, the borrower must register their card for online payments in the bank's Netbank service, at a branch of the bank or in the online service used and accepted by the creditor at the time.

Merchants that have registered for Mastercard's secure online payment service display a symbol verifying that on their websites. When using the card on the internet, the cardholder is liable to comply with the instructions provided by the creditor and the Mastercard service. The creditor is not liable for any costs or damage resulting from disruptions in the Mastercard service or data communication.

Card transactions are debited to the credit account at the latest on the banking day following the day on which the transaction has arrived from the payment recipient's bank to the creditor.

The terms for card use are specified in more detail in the bank's card terms.

**8. Account information service and corresponding account queries**

A request to deliver account information and the related payment transaction information (account query) can be submitted to the bank through the account information service or another 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 unlawful or fraudulent use of the credit account by a third party authorised by the customer,
- if no consent has been given or the consent to an account query cannot be verified,
- at the request of the cardholder, or
- for a reason attributable to the law or other official regulation.

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 provide the information. The bank will notify the cardholder of the rejection of a query and the grounds for this in the manner agreed, unless there are justified security reasons for not giving 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 by any other party authorised by the customer.

**9. Credit interest**

Purchases made with the card are interest-free until the due date following the invoicing date. After the due date, the borrower is liable to pay agreed interest on the credit as laid down in the credit agreement.

The borrower is obliged to pay interest on cash withdrawals made with the card; invoices, credit transfers (incl. transfers within the SEPA) and foreign transfers paid from the credit account; and OwnTransfers/credit transfers made in the Netbank service/eService or in digital services accepted by the creditor begins on the day when the creditor has debited the withdrawal or transfer to the credit. The borrower is liable to pay the agreed annual interest on the credit as laid down in this agreement (see the clause about credit interest in the credit agreement).

At the beginning of the credit relationship the value of the reference rate is determined according to the reference rate quotation on the first banking day of the month in which the credit application was signed. If the reference interest rate has not been quoted for the current month, the reference rate quoted on the first banking day of the previous month is applied. If the credit application is not dated, the reference rate is determined according to the reference rate quotation on the first banking day of the month in which the credit application was approved.

The value of the reference rate is revised every three (3) months on the first banking day of each revision month. If the value of the reference rate changes, the interest rate on the credit changes accordingly. The new interest rate will be applied from the next invoice onwards. The creditor will inform the borrower of the current interest rate on the invoice/account statement or otherwise in writing.

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

If quotation of the reference rate ceases or is discontinued, the reference rate applied to the credit will be

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based on a statute issued on a new reference rate, or on a decision or an instruction of the authorities. If no statute, official decision or instruction is issued on a new reference rate, the creditor and the borrower will agree on a new reference rate to be applied to the credit. If the creditor and the borrower do not reach an agreement on the new reference rate before the interest rate determination period ends, the reference rate applied before the interest rate determination period ended will continue to be applied. If the creditor and the borrower cannot reach an agreement on a new reference rate within six (6) months of the end of the interest rate determination period, the creditor will set a new reference rate after consulting the authorities supervising finance companies.

**10. Annual percentage rate of charge**

The annual percentage rate of charge is the interest rate (see the clause on the annual percentage rate of charge in the credit agreement) obtained by calculating the credit costs (credit interest and account management fee) as an annual interest on the credit and accounting for repayments, assuming that the credit is repaid in the instalments agreed on in the credit agreement and that the account management fee and credit interest used in the calculation remain unchanged throughout the credit period.

**11. Invoicing and repayment of the credit****11.1 Invoicing and repayment schedule**

If the borrower uses or starts using the bank's Netbank service, the creditor has the right to make an invoice available to the borrower electronically in the bank's Netbank service or through an electronic service accepted by the creditor.

If the borrower does not use the bank's Netbank service, the creditor will deliver invoices in writing, or alternatively the creditor is entitled to deliver invoices electronically through an electronic service accepted by the creditor.

The credit is repaid in monthly instalments. The payments of the credit and monthly instalments must be made using the information stated on the credit invoice sent by the creditor.

Invoices fall due monthly on a chosen due date.

If no due date has been selected, it will be the date corresponding to the date when the application was approved. If the due date is not a banking day, the payment date will be the next banking day. In such a case, interest is charged until the postponed payment date. Invoices of less than 10 euros will fall due on the due date of the next invoice.

Changes to the repayment schedule and extensions to payment periods must be agreed on with the creditor and are subject to the fee stated in the tariff. Non-euro purchases and cash withdrawals are debited to the credit account in euros.

The exchange rate applied is given in connection with the transaction information on the credit account statement/invoice.

**11.2 Monthly instalment of equal-payment purchases and delayed repayment**

The credit can be used to make an equal-payment purchase, which means that the amount is repaid monthly in equal-sized instalments in accordance with the merchant's or other provider's currently valid campaign terms.

The monthly instalment of an equal-payment purchase only includes amortisation the amount of which is fixed, excluding the last instalment which is an equalisation instalment. Each payment on an equal-payment purchase includes the monthly instalment and other possible fees and charges related to the use of the card and management of the credit relationship. If the customer makes additional purchases on the credit during the repayment period of the equal-payment purchase, the normal monthly instalment referred to in clause 11.3 and any other charges and fees relating to the use of the card and the management of the credit relationship are added on top of the monthly instalment of the equal-payment purchase.

If the minimum monthly instalment of an invoice only includes the monthly instalment of an equal-payment purchase, or if it also includes the normal monthly instalment and the payment is so large as to cover the minimum monthly instalment and some of the other outstanding credit, the amount in excess is allocated to the following equal payments in due date order to the extent the payment is sufficient to cover them. The equal payment falling due next is the equal payment for the month which the payment did not cover.

The repayment of a purchase made or transferred on credit may be delayed in accordance with the merchant's or other provider's currently valid terms and conditions agreed on separately. The delayed repayment of a purchase is subject to other possible charges and fees relating to the use of the card and the management of the credit relationship.

**11.3 Normal monthly instalment**

The normal monthly instalment includes interest on the outstanding principal, the account management fee and amortisation of the credit. The amount of the monthly instalment is based on an agreed percentage

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of the credit balance outstanding at the time of invoicing.

However, the minimum monthly instalment is 17 euros. If the borrower's debt to the creditor is less than this amount, the monthly instalment will comprise the remaining outstanding debt plus interest and other fees. In addition to the monthly instalment, the invoice includes other fees and charges related to the use of the card and management of the credit relationship.

**11.4 Instalment-free months**

The borrower is entitled to two (2) instalment-free months in a calendar year if the credit account has been serviced in accordance with the agreement terms. These months cannot be consecutive months, nor can they be granted after the due date has passed.

If the borrower uses automatic debiting, each instalment-free month must be agreed on with the creditor at least one month before the due date. The account management fee and interest for an instalment-free month are included in the next monthly instalment. Instalment-free months cannot be used during the repayment of an equal-payment purchase.

**11.5 Total payable credit amount**

The estimated total payable credit amount with interest and fees is calculated assuming that the credit is in use in full, that the credit is repaid in the monthly instalments stated in the credit agreement and that the account management fee and credit interest rate will remain unchanged during the entire credit period.

**11.6 Early repayment**

The borrower is entitled to pay monthly instalments in excess of those laid down in the agreement, or the entire credit, without incurring any expenses for early repayment. The maximum amount of such an instalment is the amount of credit in use. The amount in excess of the monthly instalment laid down in the agreement amortises the borrower's debt principal. The next monthly instalments will be paid according to the agreed percentage.

If the borrower repays the credit early in full or in part, the credit costs for the unused credit period must be deducted from the creditor's remaining receivable.

**11.7 Purchases and withdrawals in a foreign currency**

Non-euro purchases and cash withdrawals are debited to the credit account in euros. The exchange rate applied is given in connection with the transaction information on the credit account statement/invoice.

**11.8 Complaints**

The borrower must submit any complaints about the invoices concerning unauthorised or unexecuted card transactions or false or late execution of card transactions without undue delay after noticing an error; however, within 13 months of receiving the invoice at the latest. If the borrower uses automatic debiting, complaints must be made at least five (5) banking days before the due date in order to prevent automatic debiting. The borrower should keep the receipts of any items they purchase for a review of the invoices.

The borrower has the right to request the creditor to refund the amount of a card transaction within eight (8) weeks of the debiting of the transaction if:

- the borrower has not accepted the exact amount of the transaction; and
- the amount of the transaction is considerably higher than the borrower has been able to anticipate, for a reason other than a change in the exchange rate, taking into account previous similar payment transactions and other circumstances.

The borrower has, however, no right to a refund of the amount if:

- the payment recipient's bank is located outside the European Economic Area and it has participated in the execution of the transaction; or

If a borrower asks the creditor to trace a credit transaction they consider incorrect and the transaction proves to be correct or there is an error attributable to the borrower, the creditor is entitled to charge costs according to its tariff for the tracing. In addition, the creditor has the right to charge the costs from tracing that it must pay to the payment recipient's bank located outside the European Economic Area which has participated in the execution of the card transaction.

The borrower must seek to agree with the merchant or the service provider on any defects or flaws in purchased products or services.

If the merchant or service provider does not fulfil its contractual obligations, a consumer may file their claim for monetary compensation based on a breach of agreement to the creditor that has financed the purchase or service. The claim must be filed within a reasonable time. A consumer's claim to the creditor may concern withholding payment, refund of the price paid, compensation for damage or some other monetary compensation. The creditor is not, however, obliged to pay the consumer any amount higher than it has received from the consumer's payments.

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In cases where a consumer withholds payment for the price of goods or services due to a merchant's or service provider's breach of agreement, the consumer may not, however, withhold a sum that evidently exceeds the demands that they are entitled to as a result of the delay or error. The consumer is liable for any default and other consequences arising from withholding payment without grounds.

**11.9 Payment exceeding the amount of debt**

If the borrower repays an amount that exceeds the outstanding credit on the credit account, such a payment will increase the total credit limit available by an amount equal to the amount exceeding the outstanding credit. However, if there are uninvoiced or unpaid card transactions on the credit account or if the borrower has other outstanding debts from the creditor at the time of the excess payment, the creditor is always entitled to primarily allocate the excess payment amount to these in the order stated above.

No interest is paid on excess payments and they are not covered by the deposit guarantee scheme. The excess payment may be used under the same terms as the credit. While the creditor is not obliged to refund the excess payment at its own initiative, if it does return the excess payment, it will charge a fee in accordance with the tariff.

**12. Fees charged for the card**

The fees charged for the card and its use are based on the bank's valid tariff. The fees charged for the card can be revised in accordance with the bank's card terms.

**13. Fees charged for the credit**

In connection with the monthly payment, the creditor is entitled to charge and debit from the borrower the account management fee of 5.00 euros per month when there is an outstanding balance or transactions in the account.

Additionally, the creditor is entitled to charge and debit from the borrower the costs stated in the creditor's valid tariff for various additional measures related to the credit, including changing the repayment schedule, extending the repayment period, written statements, copies of invoices and receipts, interest and balance queries, obtaining the borrower's new contact details and refunding of excess payments on the credit.

The creditor's tariff listing the various measures and their costs is available on the Tuohi Mastercard pages on the creditor's website, and the creditor will provide it upon request. The creditor is entitled to amend the tariff by notifying the borrower of this in accordance with clause 16.

**14. Maximum interest rate and maximum sum of credit costs**

The date on which the credit agreement was concluded is the date on which the credit was granted. When calculating the maximum sum of credit costs, the first annual period starts from the date on which the credit agreement was concluded and ends on the day preceding the corresponding day in the following year. The length of each annual period may vary depending on whether or not it occurs in a leap year.

The payment period of the credit costs is calculated based on the due date. However, if the credit costs are to be paid immediately, the payment period is calculated based on the payment date.

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

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

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

- interest;
- penalties arising from delayed payments or other breaches of the agreement committed by the borrower;
- costs arising from the extension of the repayment schedule;
- costs of supplementary services if entering into an agreement on a supplementary service is a condition for obtaining the credit under the marketed terms;
- insurance premiums if the purpose of the insurance is to protect the value of the collateral provided for the credit; or
- other fees laid down by the law, regulations, or orders by an authority.

**15. Validity and termination of the credit agreement**

The credit is a continuous credit and the agreement is an open-end credit agreement.

The borrower may give written notice on the credit agreement to terminate it with immediate effect. The creditor may give notice on the credit agreement in accordance with clause 28 in order to terminate it within two (2) months.

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Either contracting party has the right to withdraw from the credit agreement with immediate effect if the other party has materially breached the terms of this agreement. The creditor has the right to terminate the agreement with immediate effect if:

- the borrower dies or is placed in bankruptcy;
- the borrower has breached any of the assurances or commitments given in clause 4.3;
- the credit is accelerated in accordance with clause 17; or
- the borrower has provided the creditor with misleading information when applying for the credit.

After notice has been given or the credit agreement has been withdrawn from, the use of the card and the credit is forbidden and the card must be cut in multiple pieces and be returned to the creditor upon request. After notice has been given or the credit agreement has been withdrawn from, the outstanding credit must be repaid in full as provided by the terms and conditions of the credit account. The creditor will notify the borrower of the termination of the agreement or withdrawal from it as specified in clause 28.

**16. Amendments to the agreement terms and conditions**

The creditor has the right to amend the credit agreement, the terms of the credit account and the tariff in the manner stated in clause 5 of the bank's General card terms and conditions. The creditor will notify the borrower of any amendments in the manner specified in clause 28.

**17. Special grounds for acceleration****17.1 Default in payment**

If payment of the creditor's claim on the borrower has been delayed by at least one month and remains unpaid, the creditor is entitled to accelerate, i.e. demand immediate repayment of, the entire credit, including interest and other charges, within four (4) weeks, or if the borrower has previously been informed that they are in default, within two (2) weeks, from the time the notice of acceleration of the credit was sent to the borrower, if the delayed amount remains unpaid at that time.

The credit will not be accelerated if the delay in payment is caused by illness, unemployment or other comparable circumstances beyond the borrower's control, except where this would be manifestly unfair to the creditor taking the duration of the delay and other circumstances into account. The borrower must inform the creditor of such circumstances without delay.

**17.2 Reasons other than payment default**

If the borrower has provided the creditor with misleading information that may have contributed to the granting of the credit or affected its terms, if the borrower has breached any of the assurances or commitments stated in clause 4.3, or if the borrower has committed some other essential breach of contract, the creditor is entitled to give notice on the entire outstanding credit, including interest and other charges, to fall due for payment by the borrower within four (4) weeks, or if the borrower has previously been informed of the breach, within two (2) weeks, from the time the notice was sent to the borrower, unless the violation of the agreement has been rectified by that date.

The credit will fall due immediately for payment without a separate demand if the borrower is placed in bankruptcy, and upon the creditor's demand if the borrower dies.

**17.3. Endangerment of counter collateral**

If the credit involves a bank guarantee issued by the bank and the counter guarantor of the bank guarantee, or one of the counter guarantors, dies or is declared bankrupt, the borrower or co-guarantor must acquire new collateral approved by the bank within the time limit of at least one (1) month set by the bank. Otherwise the creditor will be entitled to give notice on the credit agreement at the bank's request and accelerate the entire outstanding credit, including interest and other payments, for immediate payment by the borrower.

If the bank proves that the collateral provided can no longer be considered sufficient and the payment of the debt or the interest according to the agreement is therefore endangered, and the decline in the value of the collateral is due to the borrower's or pledge owner's actions, the borrower must, within a time limit of at least one (1) month set by the bank and in a manner acceptable to the bank, provide more collateral or amortise the debt with a sum stated by the bank in writing. Otherwise the creditor will be entitled to give notice on the credit agreement at the bank's request and accelerate the entire outstanding credit, including interest and other payments, for immediate payment by the borrower.

**18. Warning about the consequences of neglecting a payment**

If the borrower neglects a payment subject to the credit agreement partially or in full, then in accordance with the credit terms the creditor has the right, among other things, to charge default interest, accelerate the credit for immediate repayment, initiate collection measures and report the neglect of payment

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obligations subject to the credit agreement to credit information registers maintained by credit information providers.

The creditor will charge 5.00 euros for each reminder of a delayed payment. The creditor will deliver the payment reminder in writing; however, if the creditor has sent an invoice concerning the credit through an electronic service accepted by the creditor or through the bank's Netbank service, the creditor alternatively has the right to send the payment reminder through an electronic service accepted by the creditor or through the bank's Netbank service.

The collection of the credit results in costs for which the borrower is liable.

**19. Default interest**

If an instalment has not been paid on the due date at the latest, the borrower must pay annual default interest on the delayed amount from the due date until the payment date.

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

If the interest rate charged by the creditor before the credit has fallen due is higher than the aforementioned default interest rate in accordance with the Interest Act, the creditor is entitled to charge this higher interest rate as default interest for a maximum of 180 days from the date the entire credit has fallen due, but not longer than up to the judgment regarding the credit passed by a court of law. After this, the default interest that will be charged is the default interest subject to the Interest Act.

**20. Registration of a default**

The creditor is entitled to notify the credit information register of defaults in payment, and the registrar is entitled to record them, if a payment due and payable by the borrower has been delayed for over 60 days after the original due date and at the same time at least three (3) weeks have passed since the borrower was sent a reminder in which they were informed of the possible entry of the payment default in the credit information register.

**21. Restrictions on the right to use the credit**

The creditor has the right to prevent the use of the credit or to restrict the use of the credit by blocking the cards linked to the credit:

- for security reasons;
- if there is reason to suspect that the card is being used illegally or fraudulently;

- if the risk of the borrower being unable to comply with their payment obligations has increased materially;
- if an enforcement officer notifies the creditor of a freeze on payments made with the credit;
- for a reason attributable to the law or other official regulation; or
- if the credit has a bank guarantee issued by the bank and the provider of counter collateral informs the bank of a limitation of its liability.

The risk of the borrower not being able to comply with their payment obligations has increased materially, for example, when

- the borrower is insolvent;
- the borrower has filed for debt adjustment, corporate restructuring or bankruptcy;
- a guardian is appointed for the borrower; or
- the fees and charges for the credit have not been paid.

After the right to use the credit has been restricted, it is forbidden to use the card and the credit until the creditor provides a separate notification stating otherwise. The creditor will immediately notify the borrower that the card has been blocked and the use of the credit is prevented in the manner specified in clause 28, unless the creditor is prevented from issuing such a notification due to binding laws, regulations or guidelines.

If the borrower attempts to make purchases with a blocked card, the merchant is entitled to confiscate the card at the creditor's request. The confiscation fee to be paid to the merchant will be charged from the borrower.

**22. Liability for damages and limitations of liability**

The creditor is liable to compensate the borrower only for direct damage caused by the creditor's action that violates the Payment Services Act or the credit agreement.

In such a case the creditor will only compensate a realised interest loss and the necessary and reasonable costs arising from investigating the damage, and it will refund the charges and fees charged only insofar as they concern the negligence or error that caused the damage.

The creditor is not liable for any indirect damage caused to the borrower unless the damage has been caused deliberately or through gross negligence or unless the case involves an action that violates the obligations laid down in the Payment Services Act. The creditor is not, however, liable for any indirect damage caused by an error or neglect in the execution of a payment instruction.

The borrower must take reasonable measures to limit the loss. If the borrower neglects this, they are personally liable to the extent that they have failed to take reasonable measures to limit the loss. However, compensation for damage paid based on actions in breach of laws or the agreement can be conciliated if the compensation is unreasonable, taking into consideration the reason for the breach, the borrower's possible contribution to the damage, the consideration paid for the use of the credit, the creditor's ability to anticipate and prevent the loss and other circumstances.

The creditor is not liable to compensate the borrower for such damage caused by the unlawful use of the card that was made possible by the payments debited to the credit account and exceeding the credit limit.

### **23. The borrower's disclosure obligation**

The borrower must inform the creditor immediately of any changes in the borrower's contact information (for example, name, address and telephone number). If the borrower neglects to inform the creditor of a change in their contact information and this information is necessary for the invoicing carried out by the creditor and the related customer service, the creditor is entitled to acquire the borrower's changed contact information and to charge the borrower a fee stated in the tariff for this measure.

The borrower must provide the creditor upon request with information concerning their financial situation and other information affecting this credit relationship that is relevant for the creditor with regard to this credit relationship.

### **24. Returning the credit card**

The borrower undertakes to return all the cards linked to the credit, cut in several pieces, to the creditor immediately when the use of the credit has been blocked due to an application for debt adjustment or due to a notification by an execution officer, and at the creditor's request after the cards have expired or the credit has been accelerated. When the card has expired or the credit has been accelerated, the borrower is no longer entitled to use the card.

The borrower is obliged to deliver notifications sent by the creditor concerning this agreement to a cardholder who is not the principal card holder.

### **25. Force majeure**

A contracting party is not liable for damage caused by non-fulfilment of its obligations if the party can prove that an unusual or unpredictable event beyond its control, the consequences of which it could not have prevented by acting diligently, has caused the non-fulfilment. Furthermore, the creditor is not liable for

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damage if the fulfilment of the obligations based on this agreement is against its obligations laid down by other legislation.

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

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

### **26. Assignment of the agreement**

The creditor is entitled to assign this agreement with all its rights and obligations, including the right of further assignment, to a party designated by the creditor without consulting the borrower.

### **27. Withdrawal from and termination of the agreement**

#### **27.1 Withdrawing from the credit agreement and refunds**

The borrower is entitled to withdraw from the credit agreement by giving the creditor a notice of withdrawal within 14 days of receiving notification of a favourable credit decision and of the date on which the borrower has received, or has been able to receive, a copy of the agreement and, in the case of distance sales, the applicable prior information.

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

- by letter to the creditor to the following address: Nordea Finance Finland Ltd, Unsecured products, Aleksis Kiven katu 7, VO1125, FI-00020 NORDEA;
- at a branch of the bank located in Finland; or
- in the bank's Netbank service or via the Nordea Omaposti service that can be accessed through the bank's website.

The notice of withdrawal must refer to a specific agreement and it must include at least the following information: the borrower's name, the borrower's personal identity number, credit account number, bank account number and the borrower's signature.

If other services are linked to the credit account, they will be terminated upon withdrawal from the credit agreement.

Funds obtained under the credit agreement must be refunded within 30 days of sending the notice of withdrawal, or otherwise the withdrawal will become void.

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The right of withdrawal does not exist if the transactions made through a means of distance communication are based on an existing agreement, or if the agreement has been performed at the specific request of the customer before the end of the withdrawal period. Similarly, the right of withdrawal does not exist in connection with amendments to the agreement.

**27.2 Interest payable upon withdrawal**

If the borrower exercises their right of withdrawal, they are liable to pay the creditor interest for the period during which the credit was at their disposal.

The interest payable by the borrower per day is obtained by multiplying the credit amount in use by the credit interest and dividing this sum by 360.

**27.3 Non-binding nature of linked agreements**

Any other agreements concerning services linked to the credit agreement will not be binding on the borrower when they withdraw from the credit agreement if the linked service is provided by the creditor or a third party based on an agreement or some other arrangement between the third party and the creditor.

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

**28. Communications between the creditor and the borrower**

The creditor notifies the principal cardholder of the credit account transactions in writing on an invoice, in Netbank or in some other electronic service accepted by the creditor. The information on the credit account transactions is given once a month.

Unless expressly stated otherwise in the terms of the credit account, the creditor has the right to deliver all notifications concerning the credit agreement or the credit account to the borrower in any of the following ways:

- electronically through an electronic service accepted by the creditor or through the bank's Netbank service;
- in writing to the borrower's address that has been last provided to the creditor or obtained from the Population Information System; or
- using a method agreed separately, either electronically or in some other permanent manner.

When sending a notification through an electronic service accepted by the creditor, the creditor may in accordance with its own practices inform the borrower of the arrival of a notification in this service using, for example, a message sent to the telephone number

or email address of the borrower that is known to the creditor.

The notification is considered to have been received by the borrower on the day following the date on which the notification was sent if the creditor sends it through an electronic service accepted by the creditor or through the bank's Netbank service, or at the latest on the seventh (7th) day after the notification was sent if it was posted in a letter to the address last provided to the creditor or obtained from the Population Information System.

During the contractual relationship the borrower may use either the Finnish or Swedish language when doing business with the creditor. Should the borrower prefer to use a language other than Finnish or Swedish, this requires the creditor's consent, and the borrower is liable for acquiring an interpretation service and paying the ensuing costs.

The borrower is liable to deliver any notifications on this agreement sent by the creditor to the other borrower with joint and several liability.

**29. Supervisory authorities**

Nordea Finance Finland Ltd's operations and activities are supervised within their powers by:

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

Finnish Financial Supervisory Authority  
Snellmaninkatu 6/PO Box 103  
FI-00101 Helsinki  
Tel: +358 9 18351  
E-mail [fiva@fiva.fi](mailto:fiva@fiva.fi)  
[finanssivalvonta.fi](http://finanssivalvonta.fi)

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

Finnish Competition and Consumer Authority  
PO Box 5  
FI-00531 Helsinki  
Tel: +358 29 505 3000 (switchboard)  
[kkv.fi](http://kkv.fi)  
[avi.fi](http://avi.fi)

**30. Out-of-court redress mechanisms**

If a dispute related to the credit cannot be resolved in negotiations between the parties, a consumer may turn to the Finnish Financial Ombudsman Bureau (FINE) ([fine.fi](http://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/en](http://www.fine.fi/en).

Consumers are also entitled to file a complaint with the Consumer Disputes Board ([kuluttajariita.fi/en](http://kuluttajariita.fi/en)). Before filing a complaint with the Consumer Disputes Board, consumers must contact the Consumer Advisory Services of the Finnish Competition and Consumer Authority ([www.kuluttajaneuvonta.fi](http://www.kuluttajaneuvonta.fi)).

**31. Jurisdiction and applicable law**

Any disputes arising from this credit agreement will be settled at the District Court of Helsinki. Consumer customers are, however, entitled to submit disputes to the district court of the Finnish municipality in the jurisdiction of which they are domiciled or permanently resident. If a consumer customer does not have permanent residence in Finland, disputes will be settled at the District Court of Helsinki.

The credit agreement is governed by Finnish law.