

## TERMS & CONDITIONS - FITFCC 2018:5 (valid as of May 25 2018)

### YOUR PERSONAL DATA – TELIA FINANCE'S INTEGRITY POLICY

Your personal integrity is of great importance to Telia Finance. Telia Finance is the data controller responsible for the processing of Your personal data and shall ensure that the processing is in accordance with the relevant personal data legislation and other applicable legislation. Telia Finance's collection and use of Your personal data is governed by Telia Finance's Integrity Policy found at [teliafinance.com/en/privacy](http://teliafinance.com/en/privacy), in which You will find more information about the type of personal data that is processed by Telia Finance, the type of processing, the purpose and the legal basis for the processing (such as consent), the time period under which the data is stored and Your right to information, rectification, deletion and objection.

#### 1. GENERAL

The creditor is Telia Finance Finland, Telia Finance AB:n Suomen sivuliike (Business Identity Code 2123305-7), P.O. Box 520, FI-00051 Telia, telephone +358 (0) 2040 29129 (referred to below as the Creditor). The Creditor provides financial services and is supervised by the Financial Supervisory Authority (address: P.O. Box 103, 00101 Helsinki, telephone +358 (0) 10 831 51). The agreement (below referred to as the Agreement) consists of the application, the information given in the form "Standard European Consumer Credit Information" (referred to below as the SECCI Form) and of the terms and conditions regarding the credit at any given time. The Agreement and the terms and conditions of the credit shall be interpreted in accordance with Finnish law.

#### 2. REGISTRATION AND APPLICATION

The Debtor will initially apply for credit and gain access to an online service portal by registering in accordance with the registration practice of the Creditor. The credit and the online service portal are jointly referred to below as the "Credit account". The registration entails that the Debtor accepts this Agreement (including these credit terms and conditions) and constitutes an application for credit. The Debtor may apply for additional credit thereafter for any future purchases.

The Debtor guarantees that the information provided at registration is true and complete and that the credit registration has not been performed on behalf of a third party.

The Debtor must have a Social Security Number (SSN) which is valid in the country in which the registration takes place. The Debtor must be at least 18 years old.

#### 3. GRANTING OF CREDIT AND THE MAIN CHARACTERISTICS

The Creditor makes decisions concerning the granting of credit at registration and thereafter for new requests. The decisions are based on an assessment of the Creditor and the Creditor has the right to reject the application. The Creditor will notify the Debtor in a confirmation letter (referred to below as the Confirmation Letter) of the acceptance of his or her initial credit application and of these credit terms and conditions. The Creditor is always entitled to check the Debtor's credit information.

If the Debtors credit worthiness should decline to a level that the Creditor thinks is unacceptable or if the Creditor wants to prevent or limit abuse or damages the Creditor is entitled to cease to apply the prevailing credit with immediate effect. However, this will not apply to previously agreed credits.

The credit is only available for the purchase of particular products provided by the retailers (below commonly referred to as Places of Purchase or Suppliers) listed at the home page of Telia Finland Oyj or its subsidiaries/sister companies (below commonly referred to as Telia) at any given time.

When purchases are made at the Places of Purchase, the Debtor can choose to pay the amount of the purchase at the time of purchase or to use his or her credit.

#### 4. REPAYMENT

For purchases that have been made at the Places of Purchase on credit, the credit interest and other fees based on the Agreement will be stated in the invoice which is sent to the Debtor once a month. Repayment is to be made to a bank account assigned by the Creditor mentioned in the invoice. The repayment amount will usually consist of an instalment part, a fee part and an interest part. Payment must take place on the due date stated in the invoice at the latest. When payment is made the Creditor has the right to deduct all fees, costs and interests that have accrued on the credit and that are due for payment before a deduction from the capital debt is made. In case the repayment exceeds the minimum amount the deduction will primarily be made in respect of an older debt.

The Debtor will be invoiced monthly in accordance with a set payment plan. The repayment shall commence from the start of the next payment period after the amount was charged to the Credit account, if not otherwise stated. The Debtor must always pay at least the minimum amount stated in the invoice on the due date. However, the Debtor can choose to pay the full amount outstanding as stated in the invoice or any amounts in excess of the minimum amount stated and thus deviate from the payment plan.

#### 5. RESTRICTIONS AND SECURITY

The Debtor can only register one Credit account. The Credit account is personal and may only be used by the Debtor.

The Debtor must choose a password (for online use) which is not connected to the name, address, social security number or telephone number of the Debtor or to other similar information which is easy to access. The Debtor shall not reveal the password to any other person.

#### 6. INTEREST

The Debtor shall pay interest in accordance with an annual interest rate which is calculated based on the credit amount outstanding at any given time. The applicable interest rate will accrue from the date when an amount is charged to the Credit account.

The applicable interest rate shall consist of a reference rate and margin which is stated in the Agreement (the sum of the reference rate and the margin are defined as the TF Prime Rate, which is defined and published at [www.teliafinance.com](http://www.teliafinance.com)). If the Debtor has one or more qualifying agreements with Telia a discounted rate may be offered, which is defined and published at [www.teliafinance.com](http://www.teliafinance.com).

The TF Prime Rate will be reviewed quarterly on the first banking day of January, April, July and October and will remain unchanged between these adjustment dates. If the reference rate changes, the TF Prime Rate will change correspondingly. The changes in interest will apply from the start of the next payment period after the adjustment dates in January, April, July and October respectively. Information regarding changes in interest will be provided in the next invoice sent after the adjustment.

If the noting of the reference rate ceases or is interrupted, the interest that will replace the earlier reference rate according to law or to a decision or instruction of the authorities will be applied as reference rate on the credit. If nothing is provided by law or if no decision or instruction of the authorities is given and the Creditor and the Debtor have not agreed on the interest that will replace the reference rate prior to the next interest adjustment date, the Creditor will determine the new reference rate once it has heard the relevant supervisory authorities.

In the event of a payment delay or if the payment falls short of the minimum amount, penalty interest on the overdue payment will accrue in accordance with the Interest Act (633/1982, with amendments).

The Creditor will notify the Debtor about the effective interest rate for the credit in the SECCI Form.

#### 7. FEES AND COSTS

In addition to interest, the Creditor has the right to charge administration fees such as, but not limited to, a registration fee, monthly invoice fees, late payment fees, penalty fees and debt collection fees. The Creditor will notify the Debtor about fees and costs of this kind.

The Creditor may change a particular fee to the extent that the cost of the Creditor relating to the particular fee has changed or according to changes by law. These amendments will take effect on the date defined by the Creditor; however, at the earliest when one (1) month has passed since the Creditor has delivered a notification concerning the change in fees for the credit through a specific notification in permanent form to the Debtor.

#### 8. INVOICE

The invoice to the Debtor contains a compilation of completed transactions during the period in question.

The Debtor's Credit account can be viewed and managed online via a secure login. The online service includes a transaction history and the opportunity to change the account settings.

The Debtor has an obligation to review transaction information contained in the invoice as soon as it has been made available to the Debtor. The Debtor is to notify the customer service of the Creditor in case of unauthorised transactions.

The Debtor consents to the fact that the Credit account will remain active for up to twelve (12) months after final payment has been completed.

#### 9. ADVANCE PAYMENT AND ANNULLMENT OF THE AGREEMENT

9.1. The Debtor has the right to pay the outstanding credit amount in advance. The payment will be made to the bank account specified by the Creditor in the invoice. Advance payment in accordance with this Section does not mean that the Debtor terminates the Agreement.

9.2. The Creditor has the right to annul the Agreement and to terminate the credit and require payment at a time determined by the Creditor if one of the following circumstances is at hand:

- a) the Debtor has provided misleading information to the Creditor which might have had an effect on the granting of credit;
- b) a payment has been delayed by at least one month and is still outstanding and the delayed amount consists of the entire remaining amount, or no less than 10 %, or if the amount includes more than one payment, no less than 5 % of the original credit amount;
- c) the risk that the Debtor will not be able to fulfil his obligations of payment has increased significantly;
- d) the risk that the Debtor will not be able to fulfil his obligations of payment has increased significantly;
- e) it is clear that the Debtor is avoiding the payment of debt by absconding, hiding property or acting in some other manner.

Notwithstanding section 9.2. (b) above, the Creditor has the right to terminate the credit and demand payment upon written request if the payment has been delayed by at least six (6) months and it is still to a significant extent outstanding.

If the Creditor demands payment in accordance with Section a) – d), the annulment of the Agreement and termination of the credit shall take effect after four weeks from the moment when the Creditor sent the notice of termination in permanent form to the Debtor at an address specified by the Debtor. However, the annulment of the Agreement and the termination of the credit may take effect after two weeks, at the earliest, if the Debtor has previously been notified of a delay or some other breach of agreement. However, the annulment and termination shall become void, if the Debtor upon annulment and termination in accordance with Sections b) and c), pays the delayed amount or remedies the breach of the Agreement before the annulment and termination shall take effect or, upon annulment and termination in accordance with Sections d) and e), secures the debt in an acceptable manner before the annulment and termination shall take effect. Even if the Creditor does not annul the Agreement or terminate the credit immediately after the grounds justifying the annulment and termination have materialised, this does not mean that the Creditor has relinquished its right to invoke the said grounds for the annulment and termination.

The Creditor does not have the right to terminate the credit and demand payment in case of delayed payment if the delay is resulted from the Debtor's illness, unemployment or equivalent circumstances independent of the Debtor unless this, in relation to the duration of delay and other circumstances, would be unreasonable for the Creditor. The Debtor shall inform the Creditor of such circumstances without undue delay.

9.3. If the credit is paid in advance in accordance with Sections 9.1. or 9.2. above, the Debtor shall pay the agreed interest and other costs for the credit for the time until the advance payment, but not for the time thereafter.

9.4. If the Debtor has a subscription with Telia but does not fulfil the requirements contained in this agreement, the Creditor has the right to demand that the group company of Telia shall cease the supply of services, if agreed with Telia.

#### 10. TERMINATION

The Debtor can terminate the Agreement in writing with a notice period of one (1) month. Upon termination, the remaining part of the debt will be paid in accordance with the terms of Agreement.

The Creditor has the right to terminate the Agreement with a notice period of two (2) months. Upon termination, the remaining part of the debt will be paid in accordance with the terms of Agreement. The Creditor will send a message of termination in permanent form to the Debtor at his or her last known address. The Creditor has the right to terminate the Agreement with immediate effect in case the Debtor has not used the credit for a period of 12 months.

#### 11. TRANSFER OR PLEDGE OF CREDIT AGREEMENT

The Creditor has the right to transfer or pledge, in whole or in part, the debt in accordance with the Agreement to a third party. The Creditor shall inform the Debtor about the transfer except when the Creditor continues to act as the representative of the receiver of the transfer in relation to the Debtor after the transfer.

The Debtor does not have a right to transfer or pledge his or her rights or obligations in accordance with the Agreement.

#### 12. COMPLAINTS AND RESPONSIBILITY FOR SOLD GOODS

When the Supplier supplies goods or services in respect of which the purchase price is charged to the credit, the Supplier is responsible for defects in the goods or services in accordance with the Supplier's applicable terms and legislation. Thus, complaints regarding goods and services shall primarily be directed to the Supplier. However, if the Supplier does not realise its Agreement-based obligations in relation to the Debtor, the Debtor may also direct his or her demand for monetary compensation to the Creditor. The demand is to be made without undue delay and the Debtor is to provide evidence as regards the defect or inadequacy. The demands that the Debtor makes to the Creditor may concern the retention of payment, the repayment of the price for the product or service, damages or another form of monetary compensation. However, the responsibility of the Creditor is restricted to the amount that the Creditor has received as payment from the Debtor.

When a complaint is made, the Debtor is to provide all the information and documentation needed by the Creditor in order to investigate the issue.

#### 13. OBLIGATION OF THE DEBTOR TO NOTIFY THE CREDITOR OF SECURITY BREACHES

If the Debtor suspects that an unauthorised person has gained knowledge of the password used to access the Credit account or access to the equipment through which the Credit account is used or that the Credit account has been used by an unauthorised person, the Debtor is to change his or her password as soon as possible by accessing the Credit account online and following the directions provided there, as well as to notify the Creditor about this as soon as possible.

#### 14. PAYMENT RESPONSIBILITY IN CASE OF UNAUTHORISED TRANSACTIONS

14.1 The Debtor shall:

- a) protect the password in accordance with Section 13. (Obligation of the Debtor to notify the Creditor of security breaches) of these credit terms and conditions;
- b) act and/or notify the Creditor in accordance with Section 13. (Obligation of the Debtor to notify the Creditor of security breaches) of these credit terms and conditions if the Debtor has gained knowledge of the disappearance of the equipment through which the Credit account is used, that the Credit account has been used by an unauthorised person or that someone has gained knowledge of the password used to access the Credit account;
- c) only use the Credit account in accordance with the Agreement (including these credit terms and conditions).

14.2 The Debtor is responsible for unauthorised transactions if:

- a) the Debtor has given the equipment through which the Credit account is used to an unauthorised person;
- b) the equipment through which the Credit account is used has ended up in the possession of an unauthorised person or has been used in an unauthorised manner due to the negligence of the Debtor;
- c) the Debtor has not acted and/or notified the Creditor in accordance with Section 13. (Obligation of the Debtor to notify the Creditor of security breaches) of these terms without undue delay after having noticed that the equipment through which the Credit account is used has disappeared, has ended up in the possession of an unauthorised person or has been used in an unauthorised manner.

In the cases referred to in Sections b) and c) above, the Debtor is responsible for the unauthorised use of the equipment through which the Credit account is used to an amount that does not exceed EUR 150. However, this restriction is not applied if the Debtor has acted intentionally or with severe negligence.

#### 15. RESTRICTION OF THE RESPONSIBILITY OF THE CREDITOR

The Creditor is not responsible for damage resulting from a Finnish or foreign legislative enactment, actions of Finnish or foreign authorities or in the event of war, strike, blockade, boycott, lockout or another similar circumstance. This reservation applies also if the Creditor itself is the object of the strike, blockade, boycott or lockout, or adopts such hostile measures. Damage that has occurred in other cases shall not be compensated by the Creditor if the Creditor has acted with due care. The Creditor is in no case responsible for indirect damage if this damage has not been caused by the serious negligence or intention of the Creditor.

#### 16. SUPPLY OF DATA TO THE CREDIT REGISTER

The Creditor has the right to report a payment failure attributable to the credit account to the credit information register if the payment has been delayed by more than 60 days from the original due date, and at the same time 21 days have passed since the sending of a payment reminder to the Debtor in which the Debtor has been made aware of the fact that the payment failure can be reported to the credit information register.

#### 17. THE DEBTOR'S OBLIGATION TO DISCLOSE AND NOTIFICATIONS

The Debtor shall immediately notify the Creditor of any changes in name and/or address, including email addresses (if appropriate). If a notification concerning this credit has been sent by the Creditor to the Debtor by mail to the address provided in the application or to a new address that the Creditor has been notified about by the Debtor, the message is to be considered to have reached the Debtor on the seventh day since the sending at the latest. If the notification has been sent by fax, over the Internet or through another channel for electronic communication, it is to be considered to have reached the Debtor immediately. If the notification has been sent by messenger it is to be considered to have reached the Debtor when it has been delivered to the Debtor. This provision concerning when a notification shall be considered to have reached the Debtor does not concern notifications that have been sent in order to interrupt the limitation of action.

#### 18. AMENDMENTS

The Creditor has the right to amend the terms of the Agreement by notifying the Debtor about the amendment in writing in advance when the amendment does not increase the obligations of the Debtor or restrict his or her rights or if it takes place due to a change in law or a decision by an authority. These amendments will take effect once two (2) months have passed since the Debtor has been notified about them in permanent form if the Debtor does not oppose them prior to this. If the Debtor does not accept the proposed amendments to the Agreement, the Debtor has the right to terminate the Agreement with immediate effect without extra costs before the proposed amendments take effect. The Debtor shall notify the Creditor about the termination of the Agreement in writing or otherwise in permanent form. If the Debtor does not terminate the Agreement before the proposed amendments take effect, it is to be considered that the Debtor has approved of the amendments.

In case the Debtor terminates the Agreement in accordance with the above, the Debtor must pay the remaining debt in accordance with the terms of Agreement.

#### 19. RIGHT TO WITHDRAW

The Debtor has 14 days, from the day when the Agreement is entered into or on the day when the Debtor has received a copy of the Agreement in permanent form, depending on which event that occurs last, to withdraw from the Agreement. The Debtor can notify the Creditor about the withdrawal orally or in writing.

If the Debtor wishes to withdraw from the Agreement, the outstanding part of the credit amount shall be repaid as soon as possible and within 30 days from the day when the Creditor received the Debtors notice of termination. The Debtor must pay the registration fee as well as the interest for the credit in accordance with Section 6. (Interest), i.e. for the time until the outstanding amount has been repaid to the Creditor. If the Debtor does not repay the funds including interest within the set time limit, the withdrawal from the Agreement will be annulled and the Agreement will still be valid between the parties.

#### 20. COMPLAINTS AND JURISDICTION

If the Debtor is unsatisfied or has complaints he or she is primarily referred to the customer service of the Creditor. If the Debtor is not satisfied with the replies given or has other complaints, he or she can contact the person responsible for complaints of the Creditor in writing (address information provided in Section 1. (General) above). The Creditor will handle complaints in accordance with the provisions and general advice of the Financial Supervisory Authority and other relevant authorities. If the Debtor considers that the complaint has not resulted in a satisfactory rectification from the side of the Creditor, the Debtor can apply for trial by the Consumer Disputes Board, [www.kuluttajariita.fi](http://www.kuluttajariita.fi), telephone +358 29 566 5200. The Debtor may also contact a general court. In this case, a Finnish court will be the competent forum. Guidance by an independent party can also be provided by the Finnish Financial Ombudsman Bureau, [www.fine.fi](http://www.fine.fi), telephone +358 9 6850 120.

If the dispute is admitted to court, the lawsuit is to be taken to the general court of first instance in the area where the Debtor resides, or, if the Debtor so wishes, to the Helsinki District Court. If the Debtor does not reside in Finland, the dispute will be handled by the Helsinki District Court.