

## TERMS AND CONDITIONS – SETFCC 2019:3 (applies as of 1 March 2019)

### 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

Telia Finance AB, reg. no. 556404-6661, 169 94 Solna, Sweden, visiting address: Stjärntorget 1, telephone +46 (0)771-88 30 50, (referred to below as **Telia Finance** or the **Creditor**), through this Credit account agreement, grants the Debtor a continuous right to utilize an agreed line of credit. The **Credit account agreement** consists of (1) the Credit account agreement including these terms and conditions (as worded at any given time), (2) the SECCI form and, where applicable, (3) a Credit note. The Credit account agreement is a framework agreement. Call-offs occur by signing a credit note or a receipt. If a Credit note is used, this is recorded in a specific document (**Credit note**) in accordance with which the Debtor receives credit from Telia Finance, or another creditor assigned by Telia Finance (referred to below as **assigned Creditor** or **Creditor**), and applies together with other terms and conditions. In the event of a conflict between the terms and conditions in the Credit note and the terms and conditions in the Credit account agreement, the Credit note shall take precedence. The Credit line may only be utilized for the purchase of specific products available from a retailer (referred to below collectively as **Places of purchase** or **Suppliers**) listed at any time on Telia Sverige AB's or a subsidiary's/fellow subsidiary's (below referred to collectively as **Telia**) website.

When making purchases at the Places of purchase, the Debtor may choose between paying the total amount of the purchase at the time it is made or utilizing the line of credit.

The credit line is utilized by the Debtor at each purchase through signing a Credit note and thus entering into a credit agreement within the framework of and under the terms and conditions specified in the Credit account agreement.

The Credit account agreement is such a credit agreement referred to in Section 2 of the Consumer Credit Act (2010: 1846) and shall be construed in accordance with Swedish law.

#### 2. REGISTRATION AND APPLICATION

The Debtor applies for credit and receives access to an online service portal by registering in accordance with Telia Finance's registration instructions. The credit and the online service portal are collectively referred to below as the **"Credit Account"**. The registration functions as an application for credit and entails that the Debtor agrees to the Credit account agreement. The Debtor may apply for additional credit for future purchases at a later date.

The Debtor guarantees that the information provided during registration is true and complete and that the registration is not on behalf of a third party. The Debtor must be at least 18 years old and have a personal ID number that is valid in the country of registration.

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

Telia Finance decides whether to grant the credit line when Telia Finance and the Debtor enter into a Credit account agreement. An extended credit line is granted by Telia Finance only after a new credit assessment is conducted. Decisions regarding the granting of the Credit account agreement including the credit facility are made at Telia Finance's own discretion. Telia Finance may reject an application to enter into a Credit account agreement or extend a line of credit. The credit assessment can also result in Telia Finance granting Debtor a lower credit limit than the amount that he/she has applied for. Telia Finance and the assigned Creditor are always entitled to run a check of the Debtor's credit background. The granted line of credit is issued by Telia Finance or an assigned creditor in accordance with the terms of the Credit note. If credit is granted, the unused line of credit in accordance with the Credit account agreement will remain, reduced by the used amount. Repayment of credit entails that the unused line of credit increases correspondingly. The Credit account agreement and credits are administered in relation to the Debtor exclusively by Telia Finance.

In the event the Debtor's creditworthiness falls to such a level that the Creditor finds it unacceptable, or in the event the Creditor wishes to prevent or limit improper use or damages, the Creditor is entitled to terminate the provision of continuous credit with immediate effect. Sections 9 and 10 below are also applicable in the event of advance payment, cancellation or termination.

#### 4. REPAYMENT

For purchases made at Places of purchase on credit, the interest rate and other fees are specified on the invoice that is sent to the Debtor once a month. Repayment shall be made to the bank account specified by the Creditor on the invoice. The repayment amount normally consists of an amortization payment, a fee, if applicable, and interest, if applicable. Payment shall be made no later than the due date specified on the invoice. When a payment is made, the Creditor has the right to deduct all past due fees, expenses and interest related to the credit before applying payment to the principal. In the event payment is made in excess of the minimum amount due, older debts will be settled first, unless otherwise specified by the customer.

The Debtor will be invoiced on a monthly basis in accordance with a set payment plan. Repayment shall begin from the start of the payment period following the charge to the Credit account unless otherwise specified. If the minimum amount is less than SEK 40 the Creditor is entitled to postpone invoicing until the aggregate amount exceeds this amount, without the Debtor being charged special interest/fees as a result of this. The Debtor must always pay the minimum amount due on the due date specified on the invoice. However, the Debtor may choose to pay the entire outstanding amount specified on the invoice or another amount that exceeds the specified minimum amount due and thus deviate from the payment plan. Amounts paid are deducted from the debt and cannot be repaid. The Debtor is entitled to receive a statement at no charge showing when the capital, interest and fees must be paid (payment plan).

The Debtor agrees that the Credit account may remain active for up to twelve (12) months after the final payment is made, if the Debtor does not terminate the Credit account agreement before then.

#### 5. LIMITATIONS AND COLLATERAL

The Debtor may only enter into one Credit account agreement and register one Credit account. The Credit account agreement and the Credit account are personal and may only be used by the Debtor.

The Debtor must select login details (for use online) to the customer portal that is not related to the Debtor's name, address, personal ID number or telephone number or any other similar information that is easily accessible. The Debtor may not reveal his or her password to a third party.

#### 6. INTEREST

The Creditor reserves the right to apply interest at an annual interest rate that is calculated based on the credit amount outstanding at any given time. The applicable interest rate will accrue from the date when the Interest becomes applicable or from the date when an amount is charged to the Credit account.

The applicable interest rate, if applied, consists of the Riksbank's (prevailing) reference rate and a margin (Interest) that is published at [www.teliafinance.com](http://www.teliafinance.com). If the quoted reference rate is negative the reference rate shall be 0 %. In the event the Debtor has an agreement for a

mobile telephone subscription or broadband or mobile broadband subscription with Telia, a reduced interest rate may be offered.

The Interest is adjusted quarterly on the first banking day in January, April, July and October and will remain unchanged between these adjustment dates. If the reference rate changes, the Interest changes correspondingly. Interest rate changes are applied as of the beginning of the payment period following each adjustment date in January, April, July and October. Information about changes in interest rates is announced on the next invoice that is sent after the adjustment.

If the listing of the reference rate ceases or is interrupted, the reference rate applied to the credit is the rate that in accordance with legislation or decision or instruction by a government authority replaces the previous reference rate. If no instructions are laid down by law or there is no decision or instruction by a government authority, and the Creditor and Debtor do not reach an agreement regarding the interest rate that will replace the reference rate before the next adjustment date, the Creditor determines the new reference rate after consulting with relevant supervisory authorities.

In the event of late payment or payment that is less than the minimum amount due, penalty interest is charged in accordance with the Interest Act.

The Creditor informs the Debtor of the effective interest rate for the credit in the SECCI form.

#### 7. FEES AND CHARGES

The Creditor charges an administrative fee as set out in the SECCI form. In the event the Debtor has an agreement for a mobile telephone subscription or broadband or mobile broadband subscription with Telia, the administrative fee is waived.

The Creditor is also entitled to charge additional fees, such as, but not limited to, a set-up fee, monthly invoicing fees, reminder fees, penalty interest fees and collection fees. Telia Finance informs the Debtor about such fees and charges.

The Creditor may change a specific fee for the credit to the extent that the Creditor's costs for the action to which the fee refers have changed or is in accordance with legislative changes. These changes enter into effect on the date specified by the Creditor in a notification in durable form, for example on the invoice that is sent to Debtor.

#### 8. INVOICE

The invoice to the Creditor contains a list of all transactions completed during the specified period in accordance with the Credit account agreement.

The Debtor is obliged to review the transaction information on the invoice as soon as it is made available to the Debtor. The Debtor shall inform Telia Finance's customer service in the event of any unauthorized transactions.

The Debtor's Credit account is available and can be managed online via a secure log-in. The online service includes transaction history and the possibility to change the settings for the account.

#### 9. ADVANCE PAYMENT AND CANCELLATION

9.1 The Debtor is entitled to pay outstanding credit amounts in advance. The payment is made to the bank account specified by Telia Finance on the invoice. Advance payment in accordance with this Section does not mean that the Debtor terminates the Credit account agreement.

9.2 The Creditor is entitled to terminate the Credit account agreement and issued credit for early payment at any time the Creditor decides if any of the following circumstances occurs:

- the Debtor is in default for more than one (1) month of an amount exceeding ten percent of the credit receivable;
- the Debtor is in default for more than one (1) month of an amount that exceeds five (5) percent of the credit receivable and the default refers to two or more items that fell due on different dates;
- the Debtor in any other way is in material default of payment;
- collateral pledged for the credit has been significantly impaired; or
- it becomes obvious that the Debtor by derogation, disposal of property or other actions, is evading repayment of the debt.

If the Creditor would like to be paid in advance in accordance with points a) – c) above, the notice period is at least four (4) weeks counted from the date the termination is received by the Debtor. If the Creditor has demanded payment in advance in accordance with points a) – c) above, the Debtor is still not obligated to pay in advance if he or she before the end of the notice period pays the amount that fell due and any penalty interest. The same applies if the Debtor at termination in accordance with points d) – e) above immediately after termination or within the specified notice period pledges eligible collateral for the claim. If the Debtor previously was released from the obligation to pay the debt in advance on the basis of the provisions in the previous section, the section does not apply.

9.3 If the credit is paid in advance in accordance with Sections 9.1 or 9.2 above, the Debtor shall pay an agreed interest rate and other expenses for the credit for the period up to the advance payment, but not for any time thereafter.

9.4 If the Debtor has a subscription with Telia but does not fulfill the terms and conditions in the Credit account agreement, Telia Finance is entitled to request that Telia's Group companies terminate delivery of services, if such is agreed with Telia.

#### 10. TERMINATION

The Debtor can terminate the Credit account agreement in writing with one (1) month period of notice. After termination, remaining credit shall be paid in accordance with current agreement terms and conditions and payment plan.

In addition to the information set out in Section 9, the Creditor is entitled to terminate the Credit account agreement with a notice period of two (2) months. After termination, the remaining credit shall be paid in accordance with current agreement terms and conditions and payment plan. The Creditor sends a written message about the termination to the Debtor at the Debtor's last known address.

If the Debtor has not utilized the credit, the Creditor may terminate the Credit account agreement with immediate effect. The same applies if the Credit account agreement has not been used for a period of twelve (12) months.

#### 11. TRANSFER OR PLEDGING OF THE AGREEMENT

The Creditor may in full or in part transfer or pledge the Credit note to a third party. The Creditor shall notify the Debtor about the transfer unless the Creditor will continue to act as the transfer recipient's representative for the Debtor after the transfer.

Telia Finance may in full or in part delegate, transfer or pledge its rights and obligations in accordance with the Credit account agreement to a third party. Telia Finance shall notify the Debtor about the transfer unless Telia Finance will continue to act as the transfer recipient's representative for the Debtor after the transfer.

The Debtor is not entitled to assign or pledge its rights or obligations under the Credit note or the Credit account agreement.

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

When the Supplier delivers goods or services for an amount that is charged against the credit, the Supplier is responsible for faults in the goods or services in accordance with the Supplier's

current terms and conditions and legislation. Complaints regarding goods and services shall be directed to the Supplier.

When purchases are made on credit, the Debtor may object to the Creditor's demand for payment on the same grounds as he or she has raised against the Supplier. The Debtor may also object that he or she already has paid the Supplier or that there is an agreement with the Supplier. However, this does not apply if the Debtor knew that the Supplier was not entitled to receive payment or enter into the agreement, nor does it apply if the Debtor intentionally or due to gross negligence failed to obtain such knowledge.

If, as a result of the purchase, the Debtor raises a claim for repayment, damages or other monetary measures, the Creditor and the Supplier are equally responsible for ensuring that the claim is fulfilled. However, the Creditor is not obligated to pay more than what has been received by the Debtor as a result of the credit.

### **13. THE DEBTOR'S OBLIGATION TO INFORM TELIA FINANCE ABOUT SECURITY BREACHES**

If the Debtor suspects that an unauthorized person has received knowledge of the password that is 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 unauthorized person, the Debtor shall change the password as soon as possible by logging into his or her online Credit account and following the at any given time applicable instructions there and inform Telia Finance about the matter as soon as possible.

### **14. PAYMENT RESPONSIBILITY IN THE EVENT OF UNAUTHORIZED TRANSACTIONS**

14.1 The Debtor shall:

- a) protect his or her password in accordance with Section 13 (The Debtor's obligation to inform Telia Finance about security breaches) in these terms and conditions;
- b) act and/or inform Telia Finance in accordance with Section 13 (The Debtor's obligation to inform Telia Finance about security breaches) in these terms and conditions if the Debtor has become aware that the equipment on which the Credit account was used has disappeared, that the Credit account has been used by an unauthorized person or that a third party has become aware of the password that is used to access the Credit account;
- c) only use the Credit account in accordance with the Credit account agreement (including these terms and conditions).

14.2 The Debtor is responsible for unauthorized transactions if:

- a) The Debtor has given the equipment on which the Credit account is used to an unauthorized person;
- b) the equipment on which the Credit account is used came into the possession of an unauthorized person or has been used in an unauthorized manner due to the Debtor's negligence;
- c) the Debtor has not acted and/or informed Telia Finance in accordance with Section 13 (The Debtor's obligation to inform Telia Finance about security breaches) in these terms and conditions without unnecessary delay after having discovered that the equipment on which the Credit account is used has disappeared, come into the possession of an unauthorized person or has been used in an unauthorized manner.

In the situations referred to in points b) and c) above, the Debtor is responsible for unauthorized use of the equipment on which the Credit account is used to a maximum amount of SEK 1,200. However, this limitation does not apply if the Debtor has acted with intent or gross negligence, in which case liability is limited to a maximum amount of SEK 12,000.

### **15. LIMITATION TO THE CREDITOR'S RESPONSIBILITY**

Telia Finance or another Creditor is not responsible for damages resulting from the enactment of Swedish or foreign law, measures taken by Swedish or foreign authorities, acts of war, strikes, blockades, boycotts, lockouts or other similar event. The reservation regarding strikes, blockades, boycotts and lockouts also applies if Telia Finance or another Creditor is the object or instigator of such conflict measures. Reimbursement shall not be paid by Telia Finance or another Creditor for damages arising in other situations if Telia Finance or the other Creditor have exercised normal prudence. Neither Telia Finance nor another Creditor is responsible in any way for indirect damages, as long as the damage is not caused by Telia Finance's or the Creditor's gross negligence or intent, in which case the party at fault is responsible for the damages.

### **16. PROVISION OF INFORMATION TO CREDIT REGISTERS**

Information about the credit will be submitted to credit information companies. Information is provided about the number of registered credits and liabilities. The credit information company will enter this information about the loan into a special credit register. Only credit institutions and securities companies are able to retrieve information from the register. Information about the loan may only be submitted to credit information companies that are subject to supervision of the Swedish Data Inspection.

### **17. THE DEBTOR'S INFORMATION RESPONSIBILITY AND NOTIFICATIONS**

The Debtor shall immediately notify Telia Finance in the event of a change of Debtor's name, address, or email address (if applicable). If Telia Finance has sent notification by mail regarding this credit to the Debtor at the address specified in the application or a new address reported by the Debtor, the notification shall be considered to have been received by the Debtor no later than seven (7) days after it was sent. If the notification was sent by fax, via the internet or other form of electronic communication, it shall be considered to have been received by the Debtor immediately. If the notification was sent by courier, it shall be considered to have been received by the Debtor when it is left in position of the Debtor. This provision about when a notification shall be considered to have been received by the Debtor does not apply to notification sent to terminate prescriptions.

### **18. CHANGE IN TERMS AND CONDITIONS**

The Creditor may change the terms and conditions in the Credit account agreement by informing the Debtor about the change, in writing, in advance provided that the change does not increase the Debtor's obligations or impede its rights or is dependent on a change in legislation or authority decision. Such change shall enter into force two (2) months after the Debtor has been informed about it in writing, provided that the Debtor has not raised any objections to the change prior to this date.

If the Debtor does not approve the proposed change in the Credit account agreement, the Debtor is entitled to terminate the Credit account agreement immediately without extra fees, before the proposed change enter into force. The Debtor shall inform Telia Finance about the termination of the Credit account agreement in writing. If the Debtor does not terminate the Credit account agreement before the proposed change enter into force, the Debtor is deemed to have accepted the change.

In the event the Debtor terminates the Credit account agreement in accordance with what is set out above, the Debtor shall pay the remaining credit in accordance with current terms and conditions for the Credit account agreement.

### **19. RIGHT OF CANCELLATION**

The Debtor has fourteen (14) days to withdraw from the Credit account agreement. The withdrawal period starts either on the day the Credit account agreement or the Credit note was signed or the day that the Debtor received a written or electronic copy of the Credit account agreement or the Credit note, depending on which event occurs later. The Debtor can inform Telia Finance about the withdrawal either verbally or in writing.

If the Debtor withdraws, he or she shall repay the outstanding credit amount immediately and no later than within thirty (30) days from the day that Telia Finance received the Debtor's notification of termination. The Debtor, where applicable, must pay the set-up fee and interest for the actual provided time of credit in accordance with Section 6 (Interest), i.e. for the period up until the Creditor has received the outstanding amount. If the Debtor does not repay the funds and the interest by the deadline, the withdrawal notification shall be annulled and the Credit account agreement or the current Credit note shall remain in effect between the parties.

### **20. COMPLAINTS AND JURISDICTION**

If the Debtor has a particular concern or would like to file a complaint, the first point of contact is Telia Sverige AB's Customer Service. If the Debtor is not satisfied with the response received, a written complaint may be submitted to Telia Finance's complaints manager through the online form on the website <https://www.teliafinance.com/en/contacts/>. Telia Finance handles complaints in accordance with the Swedish Financial Supervisory Authority's regulations and general guidelines and in accordance with applicable regulations from other relevant authorities. If the Debtor believes that the complaint has not resulted in a satisfactory resolution from Telia Finance, the Debtor may apply for the matter to be heard by the National Board for Consumer Complaints, Allmänna Reklamationsnämnden, Box 174, 101 23 Stockholm, [www.arn.se](http://www.arn.se), telephone +46 (0)8-508 860 00. Guidance from independent party may also be provided by the Swedish Consumer Agency, [www.konsumentverket.se](http://www.konsumentverket.se), telephone +46 (0)771-42 33 00.

The Debtor may also turn to a general court of law, in which case a Swedish court is the authorized forum. If the dispute is referred to a court of law, the claim is to be brought before a general court of first instance in the area where the Debtor resides, or if the Debtor so desires, at the Stockholm District Court. If the Debtor does not reside in Sweden, disputes are settled by the Stockholm District Court.