

## TERMS AND CONDITIONS – NOTFCC 2018:5 (applies as of 25 May 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

Telia Finance AB, Swedish reg. no. 556404-6661, Stjärntorget 1, 169 94 Solna, Sweden, telephone +46 (0)771-88 30 50, offers account credit lines to Norwegian customers through its Norwegian branch Telia Finance Norge, Norwegian reg. no. 987 277 289, Sandakerveien 140, 0484 Oslo, Norway, telephone +47 23 88 80 00. Telia Finance Norge is registered with the Norwegian Financial Supervisory Authority (NO: Finansstilsynet) as a branch of a foreign credit institution. Telia Finance AB, including Telia Finance Norge's operations in Norway, is under the supervision of the Swedish Supervisory Authority (SE: Finansinspektionen), Box 7821, 103 97 Stockholm, Sweden.

It is important that you understand the various risks and responsibilities associated with the credit account, and thus we recommend that you read this agreement carefully before entering into the credit account agreement.

The agreement comprises (1) the credit account agreement, (2) these general terms and conditions (hereafter referred to as the "General Terms and Conditions"), (3) the SECCI form, and (4) if applicable, one or more credit notes/receipts (hereafter collectively referred to as the "Credit Account Agreement"). When entering into the Credit Account Agreement, Telia Finance Norge (hereafter referred to as "Telia Finance" or the "Creditor") grants you as debtor (hereafter referred to as the "Debtor") a right to utilize a line of credit, as set out in the Credit Account Agreement, in accordance with the terms of the Credit Account Agreement. The Debtor may only enter into one Credit Account Agreement and register one credit account at a time.

#### 2. REGISTRATION AND APPLICATION FOR LINE OF CREDIT

The Debtor applies for credit and receives access to an online service portal (the "Service Portal") by registering in accordance with Telia Finance's registration instructions. The credit and the Service Portal are hereafter jointly referred to as the "Credit Account". The Debtor must have a Norwegian personal ID number and must be at least 18 years of age in order to register for a Credit Account. The Debtor warrants that the information provided when registering is true and complete and that the registration is not made on behalf of a third party.

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 can review and manage the Credit Account by logging in to the Service Portal.

By applying for credit the Debtor accepts that a credit check will be made, by Telia Norge AS on behalf of the Creditor, and that a duplicate letter regarding the credit check (NO: gjenparts brev) will be sent electronically.

#### 3. GRANTING OF LINE OF CREDIT AND ITS MAIN CHARACTERISTICS

The Credit Account Agreement is an agreement for a revolving credit line. This means that you are granted a credit line with a maximum limit which you thereafter may utilize in whole or in part, on one or several occasions, by signing a credit note (hereinafter referred to as a "Credit Note") or another form of receipt when purchasing certain products (as further described below). In the event of conflict between a Credit Note and other sections of the Credit Account Agreement, the Credit Note will prevail.

If credit is issued, an unutilized line of credit remains on the Credit Account, reduced by the amount utilized by the Debtor at each time. Repayment of credit thus entails that the unutilized line of credit increases with the amount corresponding to Debtor's repayment of credit.

In addition to Telia Finance, other lenders licensed to grant credit pursuant to Norwegian law, as designated by Telia Finance (hereafter referred to as an "Assigned Creditor" or a "Creditor"), may act as lender for a credit line provided pursuant to a Credit Note. Credit provided by an Assigned Creditor will be made in accordance with the terms of the Credit Account Agreement and Telia Finance will retain the administrative responsibility of the debt towards the Debtor. By entering into the Credit Account Agreement you accept that such Assigned Creditors have the right to extend credit instead of Telia Finance.

The Credit Account made available to the Debtor pursuant to the Credit Account Agreement is personal, and may only be utilized by the Debtor. Furthermore, the Credit Account may only be utilized for purchasing specific products offered by a company within the Telia group of companies (hereafter collectively referred to as "Telia") or by an approved Telia retailer (hereafter together with Telia collectively referred to as "Places of Purchase" or "Supplier"). When purchasing products from a Place of Purchase, the Debtor may choose between paying the purchase price in cash or by utilizing the Credit Account. If the purchase is financed by utilizing the Credit Account, the amount will be disbursed directly to the Supplier following the Debtor signing the related Credit Note.

Applications for Credit Account are subject to Telia Finance's customary credit checks and any extension of the line of credit will only be granted following a renewed credit check. Telia Finance reserves the right to reject applications for Credit Account or to approve lower credit limits than as applied for. Telia Finance and relevant Assigned Creditors are entitled to, at any time, check the Debtor's credit-worthiness.

If the approved Credit Account has not been utilized or only partially utilized, then the approved Credit Account will remain available to the Debtor, reduced by the amount of any utilized credit. Repayment of utilized credit, i.e. repayment of capital debt, will result in a corresponding increase of the amount of credit available for use on Debtor's Credit Account.

#### 4. REPAYMENT AND INVOICING

Repayment of utilized Credit Account shall be made to the Creditor's designated bank account, as set out in the monthly invoices to the Debtor. The repayment amount will consist of an amortization payment (repayment of capital debt) together with any accrued interest and other credit costs. The Debtor must pay the minimum payable amount set out in the invoice at latest on the due date, but may choose to pay a higher amount or the entire outstanding amount at any time. The creditor is entitled to deduct accrued charges, costs and interest before deduction of the capital debt.

In the event that the Debtor has several outstanding balances overdue and the Debtor makes a partial payment, such payment shall be deemed to have been made on the balances first due, unless the Debtor has explicitly stated otherwise or it follows from the context which balances the payment shall be allocated to. If the outstanding minimum payable amount is less than NOK 10, the Creditor is entitled to postpone invoicing until the aggregated outstanding amount due exceeds such amount. The Debtor will not be charged specific credit costs as a result of such postponement.

The Debtor will be invoiced on a monthly basis in accordance with a fixed amortization table, commencing with the first monthly invoice following the Debtor first utilization of the Credit Account, unless otherwise informed. The monthly invoices include information regarding the credit balance, utilized part of the granted line of credit on the Credit Account, completed payments, accrued interest and other credit costs. The Debtor is obliged to review the transaction information which appears on the invoices as soon as the invoice has been made available to the Debtor and inform Telia Finance's customer service of any unauthorized transactions or

other errors. 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 debt, interest and fees must be paid (payment plan).

#### 5. INTEREST AND CHARGES

No interest will accrue on utilized credit unless this is specifically agreed on, and if so, this will follow from the SECCI form. If interest is applicable, the Debtor shall pay interest in accordance with an annual interest rate (as further described below), calculated on the basis of the outstanding credit amount from time to time. The applicable interest will accrue as of the day of drawdown of the Credit Account and is invoiced in arrears, commencing as of the first subsequent monthly invoice. If the Debtor has entered into an agreement for mobile phone subscription, broadband subscription or registered prepaid phone cards with Telia Norge AS, or any of its brand companies, e.g. OneCall, reduced interests may be offered.

As of 1 April 2017, the following interest rates shall apply. An annual nominal interest of 0 % shall apply for Debtors who have also entered into agreements regarding mobile phone subscription, broadband subscription or registered prepaid phone cards with Telia Norge AS, or any of its brand companies, e.g. OneCall. For Debtors that haven't entered into any such agreements with Telia Norge AS, or any of its brand companies, an annual nominal interest rate of 8 % shall instead apply.

The Creditor is entitled to charge fees and costs, including startup fees, administrative fees, monthly billing fees, reminder fees, late payment fees and enforcement costs in accordance with prevailing price lists and relevant legislation. The nominal and effective interest rate and contractually agreed fees for the Credit Account appears from the SECCI form.

In the event of late payments, the Debtor will in addition be charged a default interest and other enforcement costs in accordance with relevant legislation, including the Act relating to Interest on Overdue Payments, etc. (NO: forsinkelsesrenteloven) and the Debt Collection Act (NO: inkassoloven).

#### 6. INCREASE OF INTEREST AND CHARGES

The Creditor may unilaterally increase the interest rate, fees and other credit costs provided that such increase is based on justifiable grounds relating to changes affecting the money market rate, the bond rate or the general level of interest rates for borrowing by the Creditor (including, if the reference rate changes, then the interest rate will change correspondingly), the Creditor's long-term profitability and capital strength, funding costs, governmental binding and non-binding orders and other similar special circumstances on the part of the Creditor, and when such increase is based on justifiable grounds relating to the individual Debtor, which in relation to the credit causes increased risk for the Creditor.

Changes will be implemented no earlier than six (6) weeks after the Creditor has sent written notice to the Debtor informing him/her of the change cf. the Financial Contracts Act (NO: finansavtaleloven) §§ 49 and 50. A shorter notice period may be set where the interest rate is changed as a result of a material change in the money market rate, bond rate or general level of interest rates for borrowing by the Creditor.

#### 7. EARLY REDEMPTION

Telia Finance may after prior notice as described below, demand redemption of credit before it has fallen due when:

- the Debtor is in material breach of the Credit Account Agreement, e.g. the obligation to repay outstanding credit, interests and other costs on the due date;
- bankruptcy or debt settlement proceedings are instituted against the Debtor pursuant to the rules of the Bankruptcy Act (NO: konkursloven);
- the Debtor dies and satisfactory security for performance is not presented within a reasonable time period nor after notification;
- the Debtor has furnished a mortgage as security for the amount due, and the conditions of the Mortgage Act (NO: panteloven) §1-9 are met; or
- based on the Debtor's conduct or a serious reduction in the Debtor's ability to pay, it is clear that his/her credit obligations will be materially breached, and the Debtor does not furnish satisfactory security or makes payment within the deadline set by Telia Finance. This does however not apply to credit that is already satisfactorily secured.

Notice of early redemption shall be in writing and the grounds for such early redemption shall be specified. The Debtor shall be granted a two-week deadline for rectifying the situation. In the event of a demand for early redemption pursuant to this section 7, the Debtor shall pay accrued interest and other credit costs for the utilized credit period, calculated up to and including the payment date.

If the Debtor has a subscription with Telia, but does not fulfil the terms of the Credit Account Agreement, Telia is entitled to cancel, terminate or suspend the customer's use of the subscription on terms as further set out in the relevant subscription agreement.

#### 8. TERMINATION AND EARLY REPAYMENT

The Credit Account Agreement is an open-end credit agreement. The Debtor may terminate the Credit Account Agreement free of charge with one (1) month period of notice and repayment of utilized credit. In the event of such termination, the Debtor shall pay accrued interest and other credit costs for the period during which the credit is utilized, calculated up to and including the payment date. The Debtor is also entitled to repay any outstanding amount entirely or in part before the agreed due date. Such prepayment does not as such terminate the Credit Account Agreement, but results in that a corresponding prepaid credit amount is made available to the Debtor on Debtor's Credit Account. See section 3 (Granting of line of credit and its main characteristics) and section 4 (Repayment and invoicing) above.

Telia Finance may terminate the Credit Account Agreement and demand payment of all outstanding amounts by giving written notice to the Debtor and providing a two (2) months period of notice. Such termination will be free of charge and the reason for such termination will be given.

The provisions above shall be without prejudice to the rights of the parties under provisions governing invalidity and breach of contract.

#### 9. BLOCKING

Telia Finance may, for reasonable grounds, terminate (block) the Debtor's right to further drawdown of the Credit Account. Reasonable grounds will, for example, be suspicion of abuse and if the Debtor's credit worthiness is reduced to a level which the Creditor deems unacceptable. Telia Finance will inform the Debtor of the termination and the reasons for it in writing before the termination becomes effective or, if such advance notification is not possible, immediately thereafter.

#### 10. TRANSFER OR PLEDGE OF CLAIMS

The Creditor may, without the Debtor's consent, transfer or pledge claims against the Debtor that arise in connection with the Credit Account Agreement to another financial institution or similar institution cf. the Financial Contracts Act (NO: finansavtaleloven) § 45. The Creditor shall notify the Debtor of such assignments, unless the Creditor, by agreement with and on behalf of the party to whom the claim is transferred, acts as credit provider in relation to the Debtor. Transfers or pledges to other third parties require the Debtor's special consent.

The Debtor cannot transfer or pledge his/her rights or obligations arising in connection with the Credit Account Agreement, including Credit Notes.

#### **11. CLAIMS AND LIABILITY FOR PRODUCTS SOLD**

When purchasing products from a Supplier, the Supplier is liable for any defects of the products in accordance with the Supplier's terms and conditions and applicable law. Complaints should be addressed to the Supplier. If the purchase is financed by utilization of the Credit Account, the Debtor may also invoke, against the Creditor, the same objections and monetary claims on the basis of such purchase as he/she can invoke against the Supplier. In addition to a notice of objection to the Supplier under the provisions of the Sale of Goods Act (NO: kjøpsloven), the Creditor must in such case be informed as soon as reasonably possible. If the Debtor has a monetary claim in connection with the purchase that can be invoked against the Creditor, the Creditor and the Supplier are equally responsible for ensuring that the claim is fulfilled and the liability of the Creditor is limited to the amount the Creditor has received from the Debtor in connection with the purchase. The above applies equally to the provision of services.

In the event of a complaint (NO: reklamasjon), the Debtor shall submit all information and documentation that the Creditor needs to investigate the matter.

#### **12. LIMITATIONS AND SECURITY**

In order to gain access to the Service Portal, the Debtor must select a password that does not refer to the Debtor's name, address, personal ID number, phone number, or any other similar information that is easily accessible. The Debtor shall take all reasonable precautions to protect this password and other designated personalized security features.

Both the Credit Account and access to the Service Portal are personal and the Debtor may not disclose or make available the password or other personalized security features to any third party or in any other way give third parties access to the Credit Account or the Service Portal. Should the Debtor become aware of, or suspect, that an unauthorized person has obtained knowledge of the password or other personalized security features which provides access to the Credit Account or the Service Portal or that the Credit Account has been used by an unauthorized person, the Debtor shall as soon as possible change the password for access to the Service Portal and inform Telia Finance about the matter.

#### **13. LIABILITY PERTAINING TO UNAUTHORIZED PAYMENT TRANSACTIONS**

The Creditor is liable for any loss caused by unauthorized payment transactions, unless otherwise stipulated in this section 13. A payment transaction is unauthorized unless the Debtor has consented to the transaction, cf. the Financial Contracts Act (NO: finansavtaleloven) § 24.

The Debtor is liable for losses relating to any unauthorized payment transactions, up to a maximum of NOK 1,200, resulting from unauthorized use of the Credit Account if the customer has failed to protect the password for the Service Portal or other personalized security features and such personalized security features are used.

The Debtor is liable for the entire loss relating to any unauthorized payment transactions if such loss is incurred due to the Debtor acting with gross negligence when failing to fulfil one or more of his/her obligations set out in section 12 (Limitations and security) above. If the payment transaction was executed electronically, the Debtor shall, however, only be liable up to a maximum of NOK 12,000. If the loss was caused due to the Debtor wilfully failing to fulfil his/her obligations set out in section 12 (Limitations and security) above, the Debtor shall bear the entire loss. The same shall apply if the loss was caused by the Debtor acting fraudulently.

The Debtor shall not be liable for any loss resulting from unauthorized access to the password to the Service Portal or other personalized security features after the Debtor has notified the Creditor in accordance with section 12 (Limitations and security) above, except where the Debtor has acted fraudulently. The liability of the Debtor pursuant to this section 13 may be reduced in accordance with § 36 of the Financial Contracts Act (NO: finansavtaleloven). Moreover, the provisions of the Financial Contracts Act (NO: finansavtaleloven) regarding liability for unauthorized payments will apply.

#### **14. THE DEBTOR'S DUTY OF INFORMATION AND NOTIFICATIONS**

The Debtor shall immediately notify Telia Finance of change of name and/or address, including e-mail address. Information regarding the Credit Account Agreement that is sent by postal mail to the Debtor's last reported address or to Debtor's address as noted in public registers is considered to have been received by the Debtor no later than seven days following dispatch. If a notification is sent via Internet or other form of electronic communication it is considered to have been received by the Debtor immediately. If a notification has been sent by courier it is considered to have been received by the Debtor as soon as it has been made available to Debtor. This provision does not apply for notifications that are sent in order to interrupt a limitation period.

#### **15. ELECTRONIC COMMUNICATION**

When entering into the Credit Account Agreement the Debtor consents to that exchange of information between the Debtor and the Creditor may take place through electronic communication, including that invoices, bank statements, statements of account in the form of amortization tables, notice of change of interest rates and other credit costs etc., can be sent electronically to the Debtor by making the information available to the Debtor on the Service Portal or by SMS or e-mail. The Debtor can in addition request that such information is sent to him/her by postal mail at his/her own cost.

#### **16. RIGHT OF WITHDRAWAL**

The Debtor has a period of 14 calendar days in which to withdraw from the Credit Account Agreement by giving notice to Telia Finance. The notice shall be submitted to the customer service of the Debtor's local operator within Telia Norge AS (e.g. OneCall). The period of withdrawal starts to run from the later of the day the Credit Account Agreement is entered into and the day on which the Debtor receives the contractual terms and conditions and information in accordance with the Financial Contracts Act (NO: finansavtaleloven) § 48. If the notification is given in writing, the deadline shall be deemed to have been met if the notification is dispatched before the deadline expires.

The duty of the parties to perform the Credit Account Agreement shall lapse upon exercise of the right of withdrawal. The Debtor shall repay to the Creditor the utilized Credit Account and the nominal interest, cf. the Financial Contracts Act (NO: finansavtaleloven) § 48 second paragraph a), accrued thereon from the date the credit was first utilized until the date the credit is repaid. The repayment shall be made without any undue delay and no later than 30 calendar days after the dispatch of notification as mentioned in the above paragraph. The Creditor is not entitled to any other compensation from the Debtor in relation to the Credit Account Agreement in the event of withdrawal, except for compensation for any non-

refundable charges paid by the Creditor to any public administrative body.

If the Debtor has financed a distant purchase from a Supplier by using Credit Account as the means of payment and makes use of his/her right to withdraw from the purchase in accordance with the Consumer Purchases Cancellation Act (NO: angrerettloven), then the right of withdrawal according to the Financial Contracts Act (NO: finansavtaleloven) § 51 b (3) with further references will apply to the Credit Note for the purchase.

#### **17. COMPLAINT**

If the Debtor is not satisfied or would like to file a complaint, the first point of contact is the customer service of the Debtor's local operator within Telia Norge AS (e.g. OneCall). If the Debtor is not satisfied with the response that is received or has other complaints, a written complaint may be submitted to Telia Finance's complaints manager by e-mail to complaints@teliafinance.com (postal address information is found in section 1 (General) above). Telia Finance handles complaints in accordance with the Swedish Financial Supervisory Authority's (SE: Finansinspektionen) regulations and general advice and in accordance with applicable guidance from other relevant authorities. In case of complaints the Debtor may seek guidance

from the Norwegian Consumer Council (NO: Forbrukerrådet), ([www.forbrukerradet.no](http://www.forbrukerradet.no)). The Debtor may also turn to a general court of law, in which case a Norwegian court is the authorized forum.

#### **18. GOVERNING LAW AND JURISDICTION**

The Credit Account Agreement is governed by and shall be construed in accordance with Norwegian law, including the Financial Contracts Act (NO: finansavtaleloven). Disputes relating to the Credit Account Agreement shall be brought before Norwegian courts at the Debtor's ordinary legal venue, or, if the Debtor desires, before Oslo District Court (NO: Oslo tingrett).