#### GENERAL TERMS INVOICE, RUNNING ACCOUNT CREDIT AND INSTALMENT PAYMENT, WA2023:10



#### 1. PAYMENT OPTIONS

If you choose the Creditor's invoice ("Invoice", see section 5) or account ("Account", see section 5) as the method of payment for the purchased goods or services ("Products"), you can, according to these Creditor's general terms ("General Terms"), also pay for the Products purchased from a seller ("Merchant") in partial payments with the agreed credit interest and other credit costs by using the Creditor's credit account ("Running Account Credit", see section 6). If you apply to pay for the Products in instalments ("Instalment Payment", see section 7), you can pay in instalments with the agreed credit interest and other credit costs. It is within the discretion of the Creditor to decide which payment methods in accordance with the General Terms are available in connection with the purchase. You must be at least 18 years of age to be able use the methods of payment described in the General Terms.

#### 2. CREDIT AGREEMENT

Payment by Running Account Credit or Instalment Payment requires that you enter into a written credit agreement ("Credit Agreement") according to these General Terms with the Creditor by signing it either in physical or electronic form on the Creditor's website at my.walley.fi ("My Pages"). By signing the Credit Agreement, you confirm that you accept the General Terms and undertake to comply with them as a part of the Credit Agreement. The Credit Agreement concerns continuous credit and becomes binding on the parties once you have signed it as specified under this section. If you do not already have a valid Credit Agreement, the sum of the Invoice or the purchase must amount to at least EUR 100.00 in order for you to be able to pay the Invoice through Running Account Credit or the purchase through Instalment Payment. If you have a valid Credit Agreement and the General Terms apply to purchases made from the Merchant, you can also pay other Invoices through Running Account Credit and other purchases through Instalment Payment within the credit limit specified in the General Terms.

#### 3. CREDITOR AND RECIPIENT OF PAYMENT

Norion Bank AB (Swedish business ID: 556597-0513, address: Box 11914, 404 39 Gothenburg, Sweden) acts as the Creditor when providing the methods of payment described in the General Terms. The Creditor is the proprietor of the registered trademark "Walley" under which it operates. At the same time as you are granted the right to pay by any of the methods of payment according to the General Terms, the Merchant assigns the right to receive payments to the Creditor. Consequently, your payments shall have a debt-discharging effect only if, and as long as, made to the Creditor. When paying by the methods of payment according to the General Terms, you can present the same arguments based on a purchase against the Creditor's claims as you could present against the Merchant.

#### 4. CREDIT CHECK

As part of the assessment of creditworthiness, the Creditor will check your credit information from Bisnode Finland Oy's register before you are granted the right to pay by a method of payment under the General Terms. The same procedure is also followed if you credit limit is increased on the basis of new purchases paid with the methods of payment under the General Terms. The Creditor is entitled to deny the right to pay by any of the methods under the General Terms, and you have the right to know the reason for such denial if credit is not granted due to bad credit. To assess whether using Running Account Credit or Instalment Payment as a method of payment is possible, the Creditor reserves the right to check whether you have sufficient credit available in connection with a purchase.

## 5. INVOICE AND ACCOUNT

## 5.1 TERMS OF INVOICE

By choosing the Invoice as the method of payment for the purchased Products, you confirm that you accept the General Terms and undertake to comply with them. When you choose the Invoice as the method of payment, the only additional cost charged is the invoice fee of EUR 4,95, unless a smaller fee, which is indicated on your Invoice, is agreed upon in connection with the purchase. The cash price of the purchased Products is indicated in the order confirmation, receipt or another similar document that you receive from the Merchant. The Invoice falls due 14 days after the purchase unless a later date has been agreed upon in connection with the purchase and is indicated on your Invoice. You will receive the Invoice by e-mail and the payment must be made by the due date to the Creditor's bank account indicated on the Invoice. If you pay the Invoice in full by the due date, the Creditor will charge no additional costs or fees besides the invoice fee. If you choose the Invoice as the method of payment in connection with several purchases, you will receive a separate Invoice for each purchase.

## 5.2 TERMS OF ACCOUNT

By choosing the Account as the method of payment for the purchased Products, you confirm that you accept the General Terms and undertake to comply with them. The Account aggregates purchases made from the same Merchant in a given month onto an invoice that falls due at the end of the month following the month of purchase. An invoice fee of EUR 4,95 shall be added to the invoice unless a smaller fee has been agreed upon in connection with the purchase. In all other respects, for example regarding transfer to credit account, the Invoice terms described in the General Terms shall apply to the Account, unless otherwise expressly stated.

## 5.3 TRANSFER TO CREDIT ACCOUNT

If you have a valid Credit Agreement and pay less than the total sum of the Invoice but at least the minimum amount by the due date, the remaining debt is transferred to an interest-bearing credit account that is subject to the terms concerning Running Account Credit. A debt is thus not transferred to the credit account, nor can it be paid in instalments without a valid Credit Agreement. Even under a valid Credit Agreement, the debt shall not be transferred to the credit account nor can it be paid in instalments if a smaller amount than the minimum sum indicated on the Invoice has been paid.

#### 5.4 INVOICE CAMPAIGNS

From time to time, Merchants offer, in cooperation with the Creditor, the possibility to pay for Products purchased from the Merchants according to certain campaign terms (for example, "Buy now, pay in June"). If campaign terms are applied, the costs and other terms of the invoice campaign are disclosed at the time of purchase on the Merchant's sales channel. As usual, a purchase made under the campaign terms is indicated on the Invoice and you can pay the Invoice in partial payments in accordance with the terms of the Running Account Credit.

#### 6. RUNNING ACCOUNT CREDIT

#### 6.1 TERMS OF RUNNING ACCOUNT CREDIT

At least 1/36 (or 1/24 if the payment period disclosed on the Merchant's sales channel in connection with the purchase is 24 months) of the used credit must be paid each month, with credit interest and other credit costs for the month in question, however always at least EUR 5. Therefore, depending on the amount of the credit used, you can divide repayment into as many as 36 months (or 24 months) with 36 partial payments (or 24 partial payments). Instead of paying the monthly minimum, you can at any time pay a larger sum or pay off the entire credit in advance. You will receive a merchant- specific invoice monthly (approximately on the 15th day of each month) from the Creditor by e-mail. stating the current debt to that Merchant on the credit account, and the minimum amount to be paid in the month in question. Thus, if you have outstanding debt which has been transferred to the credit account regarding purchases made from several different Merchants, you will receive several monthly invoices that fall due separately. The first partial payment must be made according to the payment details on the Invoice at the latest on the due date of the Invoice. The amount of the debt on the credit account consists of the outstanding amounts of the Invoices which have been transferred to the credit account in accordance with section 5.2 and of the credit interest and other credit costs. When new debt is transferred to the credit account, the new merchant-specific total credit and the minimum sum to be paid the following month are indicated in the next monthly invoice. The Creditor allocates the partial payments to the credit interest, other credit costs and the capital, respectively.

# 6.2 CREDIT INTEREST, OTHER CREDIT COSTS AND ANNUAL PERCENTAGE RATE OF CHARGE

The annual credit interest charged by the Creditor is the reference interest rate referred to in Section 12 of the Interest Act plus 15 percentage points, and it is calculated based on the credit used by the date of sending the monthly invoice. However, the credit interest cannot exceed 20 percent. If the reference rate is negative, it is considered zero when determining the credit interest. The interest on the credit can thus vary between 15 and 20 percent in accordance with the fluctuations of the reference interest rate. The Bank of Finland confirms the reference interest rate twice a year, the interest periods being 1 January – 30 June and 1 July – 31 December. The Bank of Finland publishes the applicable reference rate on its website: www.suomenpankki.fi. Other credit costs consist of a monthly fee of EUR 3 charged by the Creditor on a monthly basis. The Creditor does not pay interest on your possible receivable as an account holder. The credit costs (credit interest and monthly fee) are taken into account in the calculation of the annual percentage rate of charge. The annual percentage rate of charge, the total amount payable and the monthly amount payable for Running Account Credit, calculated for each credit limit assuming the credit is fully used and paid back over a period of 36 months, are shown in the following table (the corresponding figures calculated for a 24-month payment period are in brackets), the credit interest being 20.00%:

Fully used credit limit €	Annual percent- age rate of charge %	Total amount payable €	Montly amount pay- able €
1 000	29,5 (29,7)	1 415 (1 279)	31–47 (45–61)
2 500	24,9 (24,9)	3 375 (3 090)	74–114 (109–149)
5 000	23,3 (23,4)	6 642 (6 108)	144–225 (215–294)

## 6.3 RUNNING ACCOUNT CREDIT CAMPAIGNS

In relation to a purchase you have made from a Merchant offering campaign terms in cooperation with the Creditor, a lower credit interest rate or smaller monthly fee than the one mentioned in section 6.2 is applied if such interest rate or fee is expressly disclosed on the Merchant's sales channel in connection with the purchase and on the Creditor's My Pages (my.walley.fi) after the purchase. In that case examples of the annual percentage rate of charge, the total amount payable and the monthly amount payable according to the campaign terms are also disclosed on the Merchant's sales channel in connection with the purchase and on the Creditor's My Pages (my.walley.fi) after the purchase.

## 7. INSTALMENT PAYMENT

## 7.1 TERMS OF INSTALMENT PAYMENT

If you choose Instalment Payment as the method of payment, you can pay for the purchased Products in fixed monthly instalments within a predetermined, interest- bearing payment period. You can choose the repayment period to be 3, 6, 9, 12, 18, 24 or 36 months, subject to the options available on the Merchant's sales channel. Instalment Payment only concerns a single purchase. Thus, you will receive a separate monthly invoice for each purchase paid through Instalment Payment according to the General Terms and each of these invoices will fall due individually. You must pay monthly at least the amount indicated in the payment plan for Instalment Payment. If you pay an amount exceeding the amount indicated in the payment plan, the payment period will correspondingly become shorter. If you do not have a valid Credit Agreement, you must pay for the purchase in full, including an invoice fee corresponding to the monthly fee, by the due date indicated on the first monthly invoice. In this case, it is not possible to choose Instalment Payment as the method of payment.

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## 7.2 CREDIT INTEREST, OTHER CREDIT COSTS AND ANNUAL PERCENTAGE RATE OF CHARGE

The annual credit interest charged by the Creditor is the reference interest rate referred to in Section 12 of the Interest Act plus 15 percentage points, and it is calculated based on the credit used by the date of sending the monthly invoice. However, the credit interest cannot exceed 20 percent. If the reference rate is negative, it is considered zero when determining the credit interest. The interest on the credit can thus vary between 15 and 20 percent in accordance with the fluctuations of the reference interest rate. The Bank of Finland confirms the reference interest rate twice a year, the interest periods being 1 January – 30 June and 1 July – 31 December. The Bank of Finland publishes the applicable reference rate on its website: <a href="https://www.suomenpankki.fi">www.suomenpankki.fi</a>. Other credit costs consist of a monthly fee of EUR 3 charged by the Creditor on a monthly basis. The credit costs (credit interest and monthly fee) are taken into account in the calculation of the annual percentage rate of charge, the total amount payable and the monthly amount payable for Instalment Payment are presented in the following table for each payment period and fully used credit limit, the credit interest being 20.00%:

Fully used credit limit €	Annual percentage rate of charge % 3/6/9/12/18 /24/36 mo	Total amount pay- able € 3/6/9/12/18/24/36 mo	Monthly amount pay- able € 3/6/9/12/18/24/36 mo
1 000	29,69/30,61 /30,67/30,54 /30,14/29,64 /31,01	1 044/1 080 /1 116/1 152 /1 224/1 296 /1 476	348/180/124/96/68/ 54/41
2 500	25,24/25,61 /25,53/25,38 /25,04/25,64 /24,85	2 595/2 670 /2 745/2 820 /2 970/3 144 /3 456	7865/445/305/235 /165/131/96
5 000	23,50/23,65 /23,51/23,35 /23,53/23,66 /23,43	5 178/5 316 /5 454/5 592 /5 886/6 192 /6 804	1 726/886/606/466 /327/258/189

#### 7.3 INSTALMENT PAYMENT CAMPAIGNS

In relation to a purchase you have made from a Merchant offering campaign terms in cooperation with the Creditor, a lower credit interest rate or smaller monthly fee than the one mentioned in section 7.2 is applied if such interest rate or fee is expressly disclosed on the Merchant's sales channel in connection with the purchase and on the Creditor's My Pages (my.walley.fi) after the purchase. In that case examples of the annual percentage rate of charge, the total amount payable and the monthly amount payable according to the campaign terms are also disclosed on the Merchant's sales channel in connection with the purchase and on the Creditor's My Pages (my.walley.fi) after the purchase.

## 8. CREDIT LIMIT

Upon signing a Credit Agreement you are granted a credit limit which is available for paying Invoices in partial payments through Running Account Credit or paying for purchases in instalments through Instalment Payment in accordance with the General Terms. The amount of the credit limit granted in connection with the signing of the Credit Agreement depends on the sum of the Invoice or purchase paid in partial payments or instalments in accordance with the following table:

Sum of invoice/purchase	Credit limit
At most 1 000,00 €	1 000,00 €
1000,01 € - 2 500,00 €	2 500,00 €
2 500,01 € − 5 000,00 €	5 000,00 €

Should a previously granted credit limit be exceeded due to a new purchase paid for through Invoice or Instalment Payment, the credit limit can be increased to a higher level as per the above table according to the total amount of the debt (not higher than EUR 5 000.00), provided that the Creditor grants the higher credit limit after assessing creditworthiness. The Creditor may at any time decrease the granted credit limit on the same grounds as mentioned in section 12 in connection with the termination of the right to use the credit, however, at lowest to an amount corresponding to the used credit at a given time.

## 9. CHANGES TO THE TERMS

The Creditor reserves the right to change the terms without your prior consent. The Creditor will inform you of changes in credit costs and other terms by sending you a written notice by e-mail or other means or by publishing a notice on its website at www.walley.fi. An increase in fees or a change concerning other terms will take effect two months after the written notice has been sent or a notice has been published as mentioned above. Information regarding changes in the credit fees will also be included in the next monthly invoice.

## 10. TERM AND TERMINATION OF THE CREDIT AGREEMENT

The Credit Agreement is valid until its validity expires due to termination or cancellation. During the contractual relationship, the Creditor may on any grounds terminate the Credit Agreement subject to a notice period of at least two months. When the Creditor uses its right of termination, a notice of termination will be sent to you in writing in connection with the monthly invoice or through another medium. You have the right, at any time during the contractual relationship, to give notice of termination of the Credit Agreement with immediate effect. The easiest way to submit the notice of termination is

to send an e-mail to hello@walley.fi. After the termination of the Credit Agreement, its terms shall remain valid as applicable for as long as there is outstanding debt. You must therefore repay the debt in accordance with the terms of the Credit Agreement, but you cannot transfer new debt to the credit account or make new purchases using Instalment Payment after the termination of the Credit Agreement. The Credit Agreement terminate automatically and the right to use the credit expires immediately on your death, if you are declared bankrupt, or if you are placed under legal guardianship. In the event of your death, your remaining obligations shall be transferred to your estate.

#### 11. ACCELERATED MATURITY

The Creditor reserves the right to accelerate the maturity of the credit with the effect of the entire credit falling due immediately, if any of the following occurs:

- 1. Payment of the credit is at least one month overdue and remains unpaid;
- 2. Payment has been otherwise materially delayed; or
- 3. It is clear that you are trying to avoid paying the debt through evasion, disposal of property or other actions.

If the Creditor exercises the right referred to above, the credit matures four weeks, or in case you have been heretofore reminded of a delayed payment or another breach of contract, two weeks from the Creditor having sent you a written notice of accelerated maturity in connection with a payment reminder or in another way, or you becoming aware of the accelerated maturity in some other way. You are not obligated to repay the credit early if you have before the end of the notice period paid the capital, credit interest and penalty interest insofar as they have fallen due.

#### 12. TERMINATION OF THE RIGHT TO USE THE CREDIT

The Creditor reserves the right to terminate your right to use the credit if any of the following occurs:

- 1. You have failed to fulfil your obligations under the Credit Agreement or other obligations towards the Creditor;
- You have exceeded the credit limit
- 3. There are reasonable grounds to suspect that you will not fulfil your payment obligations towards the Creditor;
- 4. You have reported an unauthorised use of the credit; or
- 5. There is otherwise reason to suspect unauthorised or fraudulent use of the credit.

You will be informed of the termination of the right to use the credit in writing in advance or without delay after the termination in connection with the next invoice, or another way, except if giving such notification is proscribed according to the law or authorities' interpretation. Once the right to use the credit has ceased, you must pay the remaining debt in accordance with the General Terms, but you may not transfer new debt to the credit account or make new purchases using Instalment Payment after the right to use the credit has ceased.

## 13. RIGHT OF WITHDRAWAL

You have the right to withdraw from the Credit Agreement entered into with the Creditor within 14 days from signing the Credit Agreement. Should you exercise the right of withdrawal, your right to use the credit ceases with immediate effect and you must immediately and no later than thirty (30) days from submitting or sending the notification on the exercise of the right of withdrawal to the Creditor, repay in full the used amount of credit, including the borrowed capital and agreed credit interest which will accrue until the repayment date. If you do not pay the capital and the interests thereof by the repayment due date, you will be charged lawful reminder fees and the credit interest set out in the General Terms in accordance with Section 4(2) of the Finnish Interest Act until the debt has been repaid in full. The Creditor shall, within 30 days of the notice of withdrawal, reimburse you any other credit costs you have paid to the Creditor in accordance with the General Terms. If the Creditor has made any payments arising from the Credit Agreement to the authorities and such payments are not returned to the Creditor, you shall be liable for any expenses resulting thereof, and thus you will not be reimbursed insofar as such payments have been made. The notification of withdrawal from the Credit Agreement shall be submitted via e-mail (hello@walley.fi) or telephone (09 3158 9947). Withdrawing from more than one credit within a period of three months will automatically lead to you being blocked from getting new credit in the following six months. This is due to the Creditor's duty to prevent money laundering.

## 14. DELAYED PAYMENT

If the credit is not paid on time, you will be charged the legal interest for late payment set out in Section 4 of the Finnish Interest Act until the delayed sum is repaid in full. A reminder fee of EUR 5 per payment reminder will be charged. In addition, you will be charged collection fees and fees arising from legal and debt recovery proceedings in accordance with applicable legislation, if there are valid grounds for such measures.

## 15. COMMUNICATION

The Creditor has the right to send communications to the e-mail address that you have provided. In addition, the Creditor has the right provide you with information by publishing electronic announcements on the Creditor's website at www.walley.fi. If your name, address or other contact details change, you are obligated to immediately notify the Creditor of these changes. The notification shall be submitted via e-mail (hello@ walley.fi) or telephone (09 3158 9947).

## 16. PROCESSING OF PERSONAL DATA

When you use the Creditor's payment services, the Creditor collects and stores data regarding you. This takes place, for instance, when you provide the Merchant with information in connection with purchases or enter your information in Walley Checkout. Both the Creditor and the Merchant process your personal data for the purpose of offering the Creditor's payment services to you. Detailed information on how the Creditor processes your personal data and what rights you have can be found under the section "Data





protection" at www.walley.fi. Should you have questions about personal data, you can also contact dataskydd@cnorionbank.se.

#### 17. MONEY LAUNDERING

Pursuant to the Swedish act on the prevention of money laundering and terrorism financing (2009:62) and the Swedish financial supervisory authority's (Finansinspektionen) guidelines FFFS 2009:1, special regulations apply to establishing a business relationship with a person who is or has been in a significant public position, such as head of state, head of government, minister, deputy or assistant minister, member of parliament, supreme court judge, member of a court of auditors or the board of a central bank, ambassador, high-ranking officer in the armed forces or other similar position, or a family member or known partner of such a person (politically exposed person, "PEP"). By entering into the Credit Agreement, you assure that you do not have the status of a PEP and you are not on any sanctions list.

#### 18. TRANSFER OF RIGHTS

The Creditor owns all receivables related to the payment services provided under the General Terms, and the Creditor may transfer, lend, or pledge the receivable(s) to a third party without obtaining your consent. In addition, the Creditor may without your consent transfer, lend or pledge the Credit Agreement, including all rights and obligations arising therefrom, to a third party. You do not have the right to transfer or further assign the Credit Agreement or the credit without the Creditor's prior consent.

#### 19. COMPLAINTS

If you are dissatisfied with the Creditor's actions, you can contact the Creditor's customer service either by sending an e-mail to hello@walley.fi or by calling 09 3158 9947.You must immediately inform the Creditor of any defects or deficiencies in the execution of the service. The complaint must be submitted immediately when you detect or should have detected a defect or deficiency in the execution of the assignment or the service. You can also contact the Creditor's department responsible for handling complaints by sending an e-mail to complaints@norionbank.se. The Swedish financial supervisory authority Finansinspektionen (FI), Box 7821, SE-103 97 Stockholm, Sweden, supervises the Creditor. If you are dissatisfied with the Creditor's actions, you can contact the Swedish financial supervisory authority by calling +46 (0)8 787 8000.

#### 20. DISAGREEMENTS

If you are dissatisfied with the Creditor's decision, you can contact the Consumer Disputes Board (PL 306, 00531 Helsinki, tel. 029 566 5200) or a general court. If you need general help and instructions on your case, you can contact the Consumer Advisory Services, whose national telephone number is 029 553 6901.

### 21. GOVERNING LAW AND DISPUTE RESOLUTION

The Credit Agreement and the General Terms shall be governed by and construed in accordance with Finnish law. Any disputes shall be resolved by a general court in Finland. You can submit a claim based on consumer protection legislation in the district court in the jurisdiction of which you have a domicile or permanent residence. If you do not have a domicile or permanent place of residence in Finland, disputes will be resolved by the District Court of Helsinki as the court of first instance.