



General terms and conditions of OP Online Payment

Effective as of 18 May 2021.

1 Scope of application

These terms and conditions shall apply to agreements between OP and the Merchant and between OP and the Payment Service Provider to deploy the OP Online Payment service for the Merchant or Payment Service Provider.

The Payment Service Provider shall operate a payment service on its customers' behalf on the basis of separate agreements and under the terms and conditions it has separately agreed with the customers.

2 Definitions

“**Service**” refers to the service by which OP provides the Merchant or the Payment Service Provider with the OP Online Payment service as a payment method. A more detailed service description is included in a separate appendix.

“**OP**” refers to the OP cooperative bank belonging to OP Financial Group or the company that provides the Merchant or Payment Service Provider with the service referred to in the terms and conditions.

“**Merchant**” refers to a merchant who has made an agreement with OP (referred to in the agreement as the Customer). A merchant in a contractual relationship with a payment service provider is referred to as a “merchant”.

“**Payment Service Provider**” refers to a payment service provider who has made an agreement with OP (referred to in the agreement as the Customer).

“**International sanctions**” refer to a sanction, financial sanction, export or import ban, trade embargo or another restrictive action imposed, administered, approved or executed by the Finnish government, United Nations, European Union, United States of America and United Kingdom or their competent authorities or governing bodies.

“**Party**” refers to OP or to the Merchant or Payment Service Provider who is a party to the agreement. “Parties” refers to both parties bound by the agreement jointly.

3 Use of the service

The use of the service requires the Merchant or Payment Service Provider to have an account agreement with OP.

The Merchant or Payment Service Provider shall be liable to OP for ensuring that the information it provides is up-to-date and correct. The Merchant or Payment Service

Provider must inform OP of any changes in its details without undue delay.

4 Use and storage of credentials

The use of the service requires a customer certificate, which OP shall create for the Merchant or Payment Service Provider (Credentials). The Merchant or Payment Service Provider shall be liable for the transactions conducted using the Credentials, and the Merchant or Payment Service Provider undertakes to look after the Credentials so as to pre-vent unauthorised use. The Credentials must not be used for any purpose other than using the Service.

The Merchant and Payment Service Provider shall be obliged to store the Credentials for the Service with care and to notify OP immediately by phone or email if the Credentials are lost or fall into the hands of a third party or of any corresponding loss or damage that could occur if the Credentials fall into the wrong hands.

5 Obligations of the Merchant and the Payment Service Provider

The Merchant and the Payment Service Provider shall be responsible for ensuring that they meet the technical requirements for using the service.

The Merchant and the Payment Service Provider shall proactively ensure that they use the most recent version of OP's logo or spelling of the name in the icon for the payment method. The most recent version of the logo and details on the spelling of the name are available in OP's media bank (<https://www.op-mediapankki.fi>). The Merchant or Payment Service Provider shall not be entitled to modify OP's logo.

This agreement shall entitle the Merchant and the Payment Service Provider to use OP's logo solely for the payment button icon or otherwise in a list of payment methods. This agreement shall not entitle the Merchant or the Payment Service Provider to use OP's logo for any other purpose or in any other context unless otherwise expressly agreed with OP.

The Merchant and the Payment Service Provider undertake to comply with the law and good practice when the Service is used and, in particular, to ensure that the services of the Merchant or the Payment Service Provider and OP or the responsibility for such services cannot be confused with each other.

The Merchant and the Payment Service Provider shall notify OP of any material changes in the company's



operations (such as a change of ownership or line of business).

The Merchant must have effective processes and systems for detecting and preventing malpractice. The Merchant shall be obliged to take efforts to prevent fraud and other malpractice in its place of commerce and to assist in investigating fraud and malpractice. The Merchant must provide OP with the necessary information, including personal data about payees, to investigate malpractice. The Merchant shall be responsible for ensuring that it is entitled to disclose this data to OP.

6 Obligations of the Payment Service Provider

A prerequisite for the agreement is that the Payment Service Provider has obtained the operating permit required for its business in accordance with the Act on Payment Institutions or has submitted the notification to the Finnish Financial Supervisory Authority as required by the Act (Act on Payment Institutions, chapter 2, sections 6 and 8).

The Payment Service Provider is responsible for ensuring that the obligations described in this agreement as binding on the Merchant are assigned to the Payment Service Provider's merchant customers by written agreement. The Payment Service Provider is liable to OP for ensuring that the merchant complies with its obligations in accordance with this agreement.

In addition to the provisions of section 5 concerning the obligations of the Payment Service Provider and the Merchant, the Payment Service Provider undertakes to fulfil the following obligations:

The Payment Service Provider shall be obliged to conduct customer due diligence in the manner required by the Money Laundering Act (Act on Preventing Money Laundering and Terrorist Financing, 444/2017). Upon request, the Payment Service Provider shall provide OP with an account of the effective means it has used to ensure the fulfilment of obligations in accordance with the Money Laundering Act.

The Payment Service Provider must have effective processes as re-quired by regulations to ensure the realisation of secure payments and the detection and prevention of malpractice. The Payment Service Provider must provide OP with the necessary information, including personal data about the ultimate payees, to investigate malpractice. The Payment Service Provider shall be liable for ensuring that it is entitled to disclose the necessary data. Upon request, the Payment Service Provider shall provide OP with an account of the means and processes it uses to ensure that malpractice is detected and prevented. The Payment Service Provider must assess its fraud prevention capability regularly to ensure that it is capable of addressing the prevailing fraud practices. The Payment

Service Provider shall be responsible for ensuring that it also acts in accordance with the processes it describes. OP undertakes to uphold the confidentiality of the information it receives concerning the Payment Service Provider's processes and systems, except in the event that a competent authority requires the information to be disclosed.

Upon request, the Payment Service Provider shall be obliged to provide OP with the following information on the merchants to whom it offers the Service: the Merchant's name, business ID and account number. The Payment Service Provider shall be responsible for ensuring that it is entitled to disclose this data to OP.

The Payment Service Provider may not offer the Service to merchants offering products and services in violation of Finnish law or services that contribute to law-breaking or contravene good practice, or to merchants who are subject to international sanctions or whose direct or indirect owner or other party exercising control or board member, managing director or other executive, authorised signatory or representative is the subject of international sanctions. If the merchant offers services subject to licence as referred to in Appendix 4, the Payment Service Provider must ensure the validity of the licence before offering the Service to the merchant.

The Payment Service Provider shall be obliged to deactivate the Service for a specific merchant without delay if OP so requires.

7 Development or modification of the Service

OP shall be entitled to develop and modify the Service.

OP shall notify the Merchant or Payment Service Provider of changes affecting the technical requirements in advance, if possible. If the Merchant or Payment Service Provider does not approve of the change, the Merchant or Payment Service Provider shall have the opportunity to terminate the agreement in accordance with section 17.

8 Service accessibility

OP shall endeavour to make the Service available uninterrupted. However, OP has the right to interrupt or limit the use of the Service for a justified cause. The Customer shall not be entitled to a refund or other compensation due to Service malfunctions or interruptions.

The Merchant or Payment Service Provider must contact OP immediately if they detect a service interruption. If the interruption is due to a factor attributable to the Merchant or Payment Service Provider, the Merchant or Payment Service Provider shall rectify the error causing the interruption without delay. If necessary, the Payment Service Provider shall communicate the interruption in its own customer service channel and direct customers to contact its own customer service personnel.



9 Limitations of liability

OP shall not be liable for loss or damage if:

- 1 the loss or damage arises for a reason attributable to the Merchant or the Payment Service Provider, such as:
 - a. the Merchant or Payment Service Provider being subjected to international sanctions; or
 - b. the Merchant or Payment Service Provider providing incorrect information;
 - c. the technical systems used by the Merchant or Payment Service Provider containing an error or fault that causes an error in the Service; or
- 2 an error in the Service for a reason that cannot be attributed to OP, or other reasons referred to in section 10.

OP shall not be liable for indirect or consequential loss. Indirect or consequential loss includes decreases or suspensions in the production or revenues of the Merchant or Payment Service Provider or their contractual partners or customers, lost profit or any other indirect loss incurred by the Party or a third party.

The Merchant or Payment Service Provider shall take all reasonable measures to limit the losses they sustain. If the Merchant or Payment Service Provider fails to do this, they shall be personally liable for the loss in this respect.

Any complaints and claims shall be filed in writing and duly itemised to OP as soon as an error or loss/damage has been detected and no later than two (2) months from the date of said detection.

10 Force majeure

Neither Party shall be liable for delays or loss arising from an impediment beyond their control, which they could not reasonably have been required to take into consideration when concluding the agreement and which has consequences that they could not reasonably have avoided or overcome. A strike, lockout, boycott or other type of industrial action is also considered an incident of force majeure when either Party is subject to or involved in it themselves. An incident of force majeure affecting a party's subcontractor is also considered grounds for relief from liability if subcontractor services cannot be performed elsewhere without incurring unreasonable costs or causing a substantial waste of time. The Party must inform the other Party without delay of the onset of an incident of force majeure and of its cessation.

Neither Party shall be liable for any loss if it can prove that it has been prevented from fulfilling an obligation by an unusual and unforeseen factor beyond its control which has resulted in consequences that could not have been avoided by exercising all due care.

The Party shall notify the other Party as soon as possible if it is affected by an incident of force majeure. If OP is

affected by an incident of force majeure, OP shall announce the matter in national daily newspapers or on its website at www.op.fi.

11 Personal data processing

OP shall process the personal data of representatives of the Merchant and Payment Service Provider in accordance with the applicable regulations as described in detail in the Privacy Statement and the Privacy Notice. The Merchant, the Payment Service Provider and their representatives are advised to read this information concerning data protection. The Privacy Statement and Privacy Notice are available at www.op.fi.

12 Intellectual property rights

All rights related to the Service, including the right of ownership, copy-right, patents, trademarks and all other intellectual property rights, belong to OP. In addition, the right of ownership and copyright of the service and/or API descriptions belong to OP. All borrowing, lending, copying, saving, adaptation, modification, assignment, transfer or other exploitation of any of the material mentioned above, whether in full or in part, is strictly prohibited without OP's prior written consent.

13 Use of data

OP shall be entitled to monitor the use of the Services and use the data accumulated from the use of the Service for developing its business or for other commercial purposes. However, OP's right to use the data accumulated from the use of the Service must not jeopardise the business or bank secrecy of the Merchant or Payment Service Provider.

14 Notifications and contact

In the event of any issues or questions related to the agreement, the Merchant or Payment Service Provider may contact their OP cooperative bank at the email or postal address agreed by the Parties in writing.

15 Changes in the agreement terms and conditions

OP shall be entitled to change these agreement terms and conditions, including the pricing.

OP shall provide one (1) month's notice of any changes that reduce the rights or increase the obligations of the Merchant or Payment Service Provider and that are not due to a legal amendment or decision by the authorities. The agreement will continue to be effective with the altered content unless the Merchant or Payment Service Provider terminates it before the change takes effect. OP will send all messages and notifications concerning changes to this agreement and its terms and conditions in writing to the email or postal address stated in this agreement or otherwise agreed between the Parties.



Changes that do not materially increase the obligations or materially decrease the rights of the Merchant or the Payment Service Provider or that are due to legal amendments, decisions by the authorities or changes in the payment transmission system shall take effect when OP has announced them on its website at www.op.fi or announced them in a different agreed manner on OP's stated date. The agreement will continue to be effective with the altered content unless the Merchant or Payment Service Provider terminates it before the change takes effect.

16 OP's entitlement to deactivate the Service or limit use of the Service

OP shall be entitled to deactivate the Service or limit or prevent the use of the Service if:

- 1 the Merchant or Payment Service Provider materially breaches the terms and conditions of this agreement, including failing to make any payments in accordance with the agreement, and has not rectified the breach within seven (7) days of receiving written notification thereof from OP;
- 2 OP has just cause to suspect that the Service is being used for illegal purposes or in contravention of good practice or in a way that could cause OP or a third party to incur loss or damage;
- 3 the Merchant or Payment Service Provider is placed into a corporate restructuring procedure, administration or bankruptcy;
- 4 the Merchant or Payment Service Provider, an entity belonging to its group of companies or over which it exercises de facto control, the direct or indirect owner of the Merchant or Payment Service Provider, a member of the Board of Directors or CEO of any of the aforementioned entities or (to the best of OP's knowledge) a director, employee, authorised signatory or other representative of such an entity becomes subject to International Sanctions;
- 5 If the information provided to OP by the Merchant or Payment Service Provider is incorrect;
- 6 If OP considers it necessary to limit or prevent access to the service for any other reason.

In addition, OP shall be entitled to suspend the use and provision of the Service in the following circumstances:

- 1 for the duration of maintenance or updates; or
- 2 for justified reasons relating to the security of the Parties to the agreement or their customers, the payment transmission system or the public.

17 Termination of the agreement

The agreement shall remain in force until terminated. The Merchant or Payment Service Provider may terminate the agreement in writing with immediate effect. The termination must be sent in writing to the OP cooperative bank with which the agreement was made. The Merchant

or Payment Service Provider shall be obliged to pay all of the service charges arising from the use of the Service. If the Merchant or Payment Service Provider continues to use the service after terminating it, the terms and conditions shall remain binding for as long as the Service is used. The Merchant or Payment Service Provider shall be responsible for removing its customers' access to the Service.

OP may terminate the agreement with one (1) month's written notice.

OP, the Merchant and the Payment Service Provider shall be entitled to cancel this agreement in writing with immediate effect if the other Party materially breaches its obligations based on this agreement.

OP shall be entitled to cancel the agreement with immediate effect if the Merchant or Payment Service Provider uses the Service for illegal purposes or in contravention of good practice or if the payment transfer account associated with the Service is closed and the Merchant or Payment Service Provider no longer has an open payment transfer account with OP. OP shall also be entitled to cancel this agreement with immediate effect if OP considers the operations or business sector of the Merchant or Payment Service Provider incompatible with OP's values or contradictory to OP's internal customer selection guidelines.

OP shall be entitled to cancel the agreement with immediate effect if the Payment Service Provider's processes for meeting its obligations under the Money Laundering Act and detecting and preventing malpractice as specified in section 6 of this agreement do not meet OP's requirements. OP shall be entitled to cancel the agreement with immediate effect if the Merchant's processes for detecting and preventing malpractice as specified in section 5 of this agreement do not meet OP's requirements.

OP shall be entitled to cancel the agreement with immediate effect if the Merchant or Payment Service Provider, an entity belonging to its group of companies or over which it exercises de facto control, the direct or indirect owner of the Merchant or Payment Service Provider, a member of the

Board of Directors or CEO of any of the aforementioned entities or (to the best of OP's knowledge) a director, employee, authorised signatory or other representative of such an entity becomes subject to International Sanctions.

18 Assignment of the agreement

OP shall be entitled to assign this agreement, including the related rights and obligations, in full or in part.

The Merchant and Payment Service Provider shall not be entitled to assign this agreement to a third party.



19 Disclosure of data

OP may disclose data concerning the Merchant or Payment Service Provider in accordance with applicable legislation.

20 Non-judicial procedures

The Merchant or Payment Service Provider shall always primarily contact their OP cooperative bank in the event of questions related to this agreement and the terms and conditions herein. All complaints and claims must be submitted in writing.

If the Merchant or Payment Service Provider disagrees with a decision made by OP, the Merchant or Payment Service Provider may submit the matter in writing for consideration by OP Financial Group's customer ombudsman. The customer ombudsman is a fast and free-of-charge complaint-handling body, and its handling is independent of the previous decision.

Merchants or Payment Service Providers that meet the definition of small businesses may also submit a dispute concerning these terms and conditions to the Finnish Financial Ombudsman Bureau (www.fine.fi) or the Banking Complaints Board within the Bureau.

21 Applicable law and jurisdiction

This agreement shall be governed by the laws of Finland, excluding any conflict-of-law rules.

If any dispute between the Parties concerning this agreement cannot be settled by negotiation, the dispute shall be brought before Helsinki District Court.