



## OP General Terms and Conditions for Payment Cards

Please read carefully our payment card terms and conditions before you start using your card. We recommend that you also visit at [www.korttiturvallisuus.fi](http://www.korttiturvallisuus.fi). The page contains a lot of important information about how to use the card safely.

The payment card terms and conditions consist of the general section and a special section governing the use of cards. The general section specifies the necessary basics of the contractual relationship, such as establishment and termination of the agreement and communication between the parties.

The special section specifies rights and obligations related to the use of the card.

Please read carefully the items mentioned below, in particular. We have prepared them for your security.

### Set withdrawal/spending limits on your card that suits you best

You can set spending limits on OP cards for debit transactions debited to your account and credit transactions debited to your credit facility. You can set the limits on OP eServices, at a bank branch and through our telephone service for purchases, web purchases and cash withdrawals. You can change the limits whenever you need.

– General Terms and Conditions for Payment Cards, Clause 16.1.

### Report immediately if your card is lost or falls into the hands of an unauthorised person.

If the card and/or PIN is lost, the card gets stuck in the ATM machine or you realise that someone has used the card, report immediately to the card deactivation service or your bank.

– General Terms and Conditions for Payment Cards, Clause 17.2.

- Deactivation service: +358 20 333
- Alternative number from abroad: +358 800 1 2400
- The number is open 24/7.

### You are responsible for keeping the card and PIN safe

Your card is personal and you may not give it for use by any other person – not even to any member of your family.

Keep your card safe and ensure especially in public places that still have your card. Keep your card's PIN secret: enter your PIN so that no one else can obtain it.

Please note that the bank, the police or authorities will never call you to ask for your card's PIN. If your card is lost or someone asks for the PIN by phone, the person is a criminal who has stolen your card. Never disclose your card's PIN to anyone else!

- If you give your card to another person, you are alone responsible for everything for which the card is used.
- If your card and/or PIN falls into the hands of an unauthorised person and you have not handled your card carefully enough, you may be held liable for unauthorised payments made with the card.

– General Terms and Conditions for Payment Cards, Clause 17.1.

### Checking card transactions and reporting on unauthorised transactions

When you receive a bank statement sent by the bank, an OP eServices' online bank statement or a bill from OP Card Company Plc (Visa/MasterCard bill), check the card transactions as soon as possible.

– General Terms and Conditions for Payment Cards, Clause 5.3.

If you discover unauthorised or incorrect transactions, file a claim. It must be filed within a reasonable time. If the claim is delayed, you may lose your entitlement to compensation.

– General Terms and Conditions for Payment Cards, Clause

Save the card deactivation service number  
(+358 20 333) in your mobile!

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Effective as of 13 January 2018

## I General section

### 1 Service provider

OP Card Company Plc (hereinafter OP) is the service provider.

The service provider is entered in the Trade Register maintained by the Finnish Patent and Registration Office.

OP is supervised by the Financial Supervisory Authority and, in consumer issues, by the Consumer Ombudsman..

Financial Supervisory Authority contact information: Financial Supervisory Authority, Snellmaninkatu 6, P.O. Box 103, 00101 Helsinki (www.fiva.fi)

Consumer Ombudsman's contact information: Competition and Consumer Authority, Siltasaarenkatu 12 A, P.O. Box 5, 00531 Helsinki (www.kkv.fi)

### 2 Scope of application

The laws of Finland shall apply to this agreement.

These terms and conditions shall apply to cards issued by OP to cardholders, and to transactions done using such cards. In addition, the terms and conditions of the bank account and services used shall apply. Furthermore, the Standard General Terms and Conditions for Euro-denominated Payments Transmitted within the Single Euro Payments Area shall apply to credit transfers, such as payment of bills or credit transfer to a bank account from the card's credit facility.

In the event of any discrepancy or difference in interpretation between various language versions of these terms and conditions, the Finnish language version shall prevail.

### 3 Definitions

Definitions used in these terms and conditions are as follows:

**Customer** means a person who concludes this agreement with OP and to whom a personal card is handed over.

**Card with merchant partnership** means a card established in partnership with a third party that may include the third party's loyalty programme.

**Credit/debit card (combination card)** refers to a personal payment card for use in Finland and internationally, issued by OP to the customer, which can additionally be used as a debit, charge and credit card and/or as a card used to pay for the service of another company that has concluded an agreement with OP, in accordance with separate agreements.

**Debit card** refers to a personal payment and ATM card for use in Finland and internationally, issued by OP to the customer, and transactions using this card are debited to a bank account.

**Card-not-present payment** refers to a payment of purchases based on a telephone order, mail order or a sale made over the internet using Card Data by typing Card Data on the merchant's electronic payment template or letting the merchant know Card Data over the telephone or to a transmission of payment to the merchant through a mobile phone operator.

**Loyalty functionality** refers to a feature attached to the card relating to a third party's customer loyalty programme or scheme or other similar feature pertaining to customer loyalty.

**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.

**Authorisation hold** means verifying electronic transactions initiated with a card and holding this balance as unavailable with respect to the account or credit linked to the card. Such authorisation reduces available funds and is removed when the equivalent amount is debited to the account.

**Third party and third service provider** refers to a person, company or entity other than the customer or an OP Financial Group company or entity.

**Card and Card data linked to a device** refers not only Card Data but also a physical card (e.g. plastic card or payment sticker). In respect of the customer's responsibility, this double meaning is, however, highlighted in the most important clauses by using expression "Card and Card Data", for the avoidance of doubt.

**Card data** refers to the card's number, expiry and the three-digit security code on the back of the card.

**Card transaction** refers to a payment or withdrawal of funds from a bank account or a deposit of funds into a bank account (debit transaction) and payment of withdrawal of funds from credit facility or overpayment that increases the card's credit limit (credit transaction), in which the card is actually present or the card's data is provided in order to execute the transaction. If the card's data is used for another service, this is not considered a card transaction.

**Consumer** is a natural person using the card, who concludes an agreement mainly for a purpose other than his/her business.

**ATM (Automated Teller Machine)** refers to a cash dispenser.

**Cash back** refers to a service provided by a merchant or another firm whereby a customer can withdraw cash at the checkout. Cash back requires a purchase with a card and is always part of a purchase with a card.

**Credit card (Visa and MasterCard)** is a unique payment card issued by OP to the customer for domestic and international use, which is a charge card and/or has a credit facility.

**Contactless POS terminal** refers to a point-of-sale terminal or ATM which reads the card's data without any physical contact with the terminal. Such POS terminals have a radio wave symbol.

**Contactless payment** refers to card transactions done using a contactless POS terminal.

**Payment card** refers to a card that can be used to make payments. It can be a credit, debit or combination card.

**Payment sticker** is a sticker attached, e.g., to a mobile phone enabling contactless payments of up to 25 euros.

**Payment authorisation** refers to an authorisation hold on a bank account or credit facility and/or verifying the card's validity on a real-time basis.

**Point-of-sale (POS) terminal** refers to a device which reads the card's data, performs the required verifications and forwards the card transaction electronically.

**One-month deferment period** refers to a month free from the repayment of the agreed monthly amount due within the credit facility, separately agreed with the principal cardholder.

**Payment services in this agreement** refer to the issue of a card and the execution of card transactions.

**Mobile contactless feature** means a card's payment feature that the customer can use to accept contactless payments with his/her mobile device or another separate device in contactless POS terminals. The feature can be linked to the card in applications accepted by OP.

**OP** means a service provider and credit institution which concludes this agreement with the customer and has issued the card and any related credit facility to the customer.

**OP Financial Group** consists of OP Cooperative, its existing and future subsidiaries (such as OP Card Company Plc, OP Customer Services Ltd, Pivo Wallet Oy, Checkout Finland Oy and OP Corporate Bank), its Group companies (such as OP Insurance Ltd), entities and foundations and their subsidiaries, OP Cooperative's member banks and their subsidiaries, OP Bank Group Pension Foundation, OP Bank Group Pension Fund and other existing and future companies, entities and foundations, over which at least one of the aforementioned organisations alone or together exercises control.



**OP-Visa Business Card** refers to a card linked to a corporate bank account, which may be used only for payment of charges related to business activity.

**OP eServices** as a general term covers OP Financial Group's electronic service channels valid from time to time, such as op.fi, OP-mobile and Telephone Service at +358 10 253 1333.

**Bank account** means an account to which debit transactions are debited.

**Principal card** refers to a Credit or Credit/Debit card in whose credit facility a joint card has also been included.

**Principal cardholder** refers to a legally competent person who is alone responsible for the credit facility linked to the card and its repayment.

**Joint card** refers to a card linked to the same credit facility and granted to another person with the primary cardholder's consent.

**Additional cardholder** refers to a cardholder who has the right to use the credit facility linked to the card.

**Deposit ATM** refers to an ATM that can be used to deposit cash into an account linked to the card and to withdraw cash.

**Account-holding bank** means an OP cooperative bank which offers a bank account and accepts use of the account with the card issued by OP

**Account holder** refers to a person to whose bank account his/her card is linked.

**Personal identification number (PIN)** refers to secret, personal numeric password given by OP to the customer or selected by the customer. By entering his/her PIN, the customer approves card transactions.

**eServices customer** is a customer who has concluded an OP eServices agreement (hereinafter eServices Agreement).

**Visa Electron card** refers to a debit card for domestic and international use. An authorisation hold is placed on a transaction done with a Visa Electron card and the transaction is debited to the bank account.

#### 4 Commencement and termination of the agreement

The agreement will take effect once the customer, account-holding bank and OP and, with respect to OP-Visa Business Card, the account holder have accepted this agreement. OP allows reasonable time for the implementation of the card. The agreement will remain effective until further notice, unless otherwise agreed.

##### 4.1 Consumer's right to cancel the agreement in distance selling

A consumer has the right to cancel the card agreement within fourteen (14) days of the date of concluding a distance selling agreement, in accordance with Chapter 6 a, Section 12 of the Consumer Protection Act, or a subsequent date on which the consumer received the agreement, its terms and conditions included.

If the card includes other services, they will be cancelled upon cancellation of the card agreement.

##### 4.2 Termination of agreement

###### Customer's right to terminate the agreement

The customer has the right to terminate the agreement for his/her part with immediate effect by notifying OP thereof in writing and returning the card to OP or notifying an OP Financial Group bank in writing of destroying the card. After the customer has terminated the agreement and returned the card, the joint card linked to the principal cardholder's account may not be used.

However, the bank account holder linked to the card and the customer are liable for transactions done using the card prior to OP's receipt of the notice of termination and the card.

The customer has the right to cancel the agreement with immediate effect if OP is in material breach of the card terms and conditions or obligations under the card agreement.

###### OP's right to terminate the agreement

OP has the right to terminate a consumer's card agreement applying a notice period of two months from the date of termination. The OP-Visa Business Card agreement terminates in one month of the date of termination. In addition, the Special Terms and Conditions of Credit shall apply to the termination of a credit agreement.

OP has the right to terminate the agreement with immediate effect if the customer is in material breach of the card terms and conditions or if the bank account linked to the card is closed.

OP shall notify the customer in writing or electronically in a manner specifically agreed of said termination or cancellation. OP shall refund the amount of charges and fees paid in advance by the consumer for the period after the termination of the agreement.

###### Termination of OP-Visa Business Card agreement

The account holder shall notify OP of the cessation of the customer's right of use. The customer shall return the card to the account holder when his/her right to use the account terminates or the card's use is otherwise given up. The account holder shall terminate the card agreement and return the original card to OP or notify in writing of destroying it.

###### Effects of termination of the agreement

The card may not be used to make payments or to use any other services included in the card after the card agreement, credit agreement or the agreement for the bank account linked to the card has been terminated or the customer's right to use the bank account or credit facility linked to the card has been terminated.

If OP or the customer terminates or cancels the agreement, the agreement will also be cancelled in respect of the feature or additional service granted by a third service provider. OP has the right to notify the third party service provider that has granted the additional service of the termination or cancellation of the agreement.

#### 5 Communication between the bank and the customer

##### 5.1 Information required by OP and the customer's obligation to maintain contact information

The customer must inform OP of his/her name, personal identity code / business ID, postal address, telephone number and place of residence. The customer shall also inform of his/her email address if he/she wants to use email in sending information subject to bank secrecy.

The customer shall notify OP of any changes in the aforementioned information. OP also has the right to obtain the information from the registration authority.

The customer must notify OP of such changes in contact information so that messages mentioned in Clause 5.2 (OP's notifications) are directed correctly and OP can verify in exceptional circumstances the authenticity of the service used, order issued or message sent by the customer. When replying to OP's request for verification, the customer must check information contained in said request.

If the aforementioned information was already provided earlier to OP, OP may use such information entered in its customer register.

A debtor under a credit agreement shall also provide upon request with information concerning his/her financial standing and other information having a bearing on this debt relationship, which is necessary to the creditor.

##### 5.2 OP's notifications and date of receipt of information

OP shall notify eServices customers of any changes in this agreement, its terms and conditions, and the list of service charges and fees by sending a message on OP eServices. OP may also send a trigger of the abovementioned notifications or other messages on OP eServices to the customer, for example, by email or SMS

If the customer has no eServices agreement, OP will send the aforementioned notifications in writing or electronically to the address reported to the OP, the account-holding bank or registration authority.

OP will inform of threats related to the security of card use on its website at [www.op.fi](http://www.op.fi).

OP will inform the customer of a security threat related to an individual card, of the deactivation, restriction of use of the card performed by OP or measures related to the use of the card or other necessary measure by SMS or by calling OP or the phone number notified to the account-holding bank, in writing or by email.

Reference interest rates applicable to the bank account or credit, and exchange rates applicable to payment transactions are available from the account-holding bank's branches and on OP eServices at [www.op.fi](http://www.op.fi).

###### Date of receipt of information

When OP reports card transactions or provides other information related to payment services or this on OP eServices, or sends such information to



the customer's address, the customer is regarded as having received the information no later than the seventh day following its sending.

### 5.3 Information on card transactions and checking the transactions

The account holder will be informed of the transactions debited to his/her bank account in a manner specified in the account agreement.

OP shall provide the customer with information on the credit transactions done with the credit card by sending the customer a bill once a month.

The customer shall, without undue delay, check the card transactions in the bank statement or the bill and promptly report any unwarranted or incorrect transactions to OP. The customer shall check the bill on or before the due date.

### 5.4 Services for several customers under a single agreement

The account-holding bank and OP as creditor shall report bank account transactions and any changes in agreements, the general terms and conditions and the list of service charges and fees only to one account holder mentioned first in the account agreement, and credit transactions to the principal cardholder mentioned in the agreement for card with credit facility.

### 5.5 Contacts with OP and the account-holding bank

With the exceptions specified below, the customer and the account holder may contact OP by sending a message via OP eServices, calling the Telephone Service indicated by the OP in the agreement, or visiting in person or calling the account-holding bank's branches:

- Customers shall report a lost/stolen card primarily by calling the deactivation service at +358 20 333 (24/7). During the account-holding bank's opening hours, customers can report a lost/stolen card by telephone or visiting any of the account-holding bank's branches. Outside the opening hours, said report must be made by calling the deactivation service.
- Any complaints and claims must be sent by post or filed on OP eServices as a message. OP and the account-holding bank are responsible for replying to the customer's written complaint by post and to that filed as a message on OP eServices as a message on OP eServices, unless otherwise separately agreed.

### 5.6 Language

The customer can perform his/her transactions in Finnish or Swedish according to OP's and the account-holding bank's offering and depending on the branch, service channel or service in question. If the customer wishes to use a language other than Finnish or Swedish, he/she will be liable for costs arising from obtaining and using interpretation services.

The deactivation service for reporting a lost card is available in Finnish, Swedish and English.

### 5.7 Customer's right to receive the general contract terms and conditions, and the list of service charges and fees

The customer may ask OP the general contract terms and conditions and lists of payment service charges and fees applicable during the contractual relationship. OP will deliver them free of charge to the customer in accordance with Clause 5.2 (OP's notifications).

## 6 How much does it cost to use the card?

The customer and the account holder shall pay charges and fees for the card, its use and services related to the card, a finder's reward to the person who found the card, and a card confiscation fee. The amount of these charges and fees can be found in the list of service charges and fees valid from time to time. The customer and the account holder shall pay a card confiscation fee if he/she uses his/her card contrary to the terms and conditions of the agreement. OP has the right to debit service charges and fees to the account or credit facility agreed or linked to the card.

The list of service charges and fees valid at any given time is available from the account-holding bank's branches and on OP eServices at [www.op.fi](http://www.op.fi)

### 6.1 Payments abroad and foreign exchange rate

Purchases and cash withdrawals made using Visa, Visa Debit, MasterCard and Visa Electron cards will be debited in euro terms to the bank account or credit facility linked to the card. Purchases and cash withdrawals made in currencies other than the euro will be converted into euros. The exchange rate used in currency conversion consists of the wholesale rate

used either in the MasterCard Europe or Visa International scheme, depending on the card, plus a margin specified in the list of service charges and fees. The rate is determined according to the date when the transaction is transferred to Visa International or MasterCard Europe. Any exchange rate changes shall apply with immediate effect without any prior notice. Information on the used exchange rate will be provided afterwards on the bank statement or bill.

## 7 Changes in the agreement, its terms and conditions, and charges and fees

OP shall notify of any changes in the agreement, the terms and conditions or the list of service charges and fees, as specified in Clause 5.2. (OP's notifications).

Changes will enter into force at the time notified by OP, or no earlier than two months of the date when OP sent the notification to the customer and no earlier than one month with respect to OP-Visa Business Card.

The agreement will continue to be effective with the altered content unless the customer informs OP in writing by the notified effective date of said alteration that he/she disagrees with the alteration. The customer has the right, until the effective date of the changes, to cancel the agreement with immediate effect. If the customer disagrees with the changes, he/she and OP have the right to cancel this agreement in accordance with Clause 4.2. (Termination of agreement).

### 7.1 Assignment

OP has the right to assign this agreement, including the rights and obligations based thereupon, in full or in part to the party specified by OP.

If OP merges or demerges or transfers all or part of its business, the rights and obligations under the agreement between the account holder, customer and OP will remain in force vis-à-vis the acquirer of the business.

The customer has no right to assign the agreement to another party.

## 8 Handling of personal data

OP handles customers' personal data in accordance with regulations in force and in a manner described in greater detail in the Privacy Statement and the Privacy Policy. It is recommended that the customer read such privacy protection information.

The Privacy Statement and the Privacy Policy are available on OP's website at [www.op.fi](http://www.op.fi) and at the branches of account-holding banks acting as agents.

The customer agrees to it that OP has the right to process the customer's data necessary for the provision of payment services.

When the customer uses a cash dispenser or another ATM, the related transaction data is saved to the information system of the company maintaining such an ATM, and OP shall give the company information on whether such transaction is allowed.

OP has the right to give information on individual matters related to the use of the card to international organisations for debit and credit cards and to the party accepting the card as payment instrument or the provider of the payee's acquiring service as well as to reply to the authorisation hold query regarding the card. OP has the right to disclose to a card manufacturer and the providers of supplementary features related to the card the customer's personal data required for the manufacture of the card or by the supplementary feature.

OP has the right to save information related to customer transactions and events to its information systems and to record telephone conversations with the customer. The date of issue of an order, the date of filing an application or the date of conclusion of an agreement and any other transaction details shall be verified using the information system maintained, and/or telephone conversations recorded, by OP. OP may use them for risk management purposes and, furthermore, the customer and OP may use them as evidence for the settlement of any disputes that may arise.

### 8.1 OP's right to use personal credit information

When granting and supervising payment instruments and credit facility and accepting a guarantee or pledge, OP uses the personal credit information on the customer or the person making the commitment. Such credit history is available from the credit information register maintained by a credit reference agency (such as Suomen Asiakastieto Oy).



## 8.2 Recording default of payment in the credit information register

OP has the right to report and the registrar has the right to record an entry of default of payment in the credit information register, if at least 21 days have passed since the customer was sent a reminder for payment after the due date, in which the possibility of registering the default of payment in the credit information register was stated, and the payment is delayed by over 60 days from the original due date stated in the reminder, or if the registration is otherwise permitted under legislation or a ruling by the data protection authorities. No right to record information shall exist if the delay in payment has been due to a so-called social obstacle to payment pursuant to the Consumer Protection Act, and the customer has notified the creditor thereof prior to such an entry in the credit information register.

## 9 Customer advisory service and disputes

The customer shall always primarily contact OP's customer service in questions arising from this agreement and the terms and conditions herein. Any complaints or claims shall be submitted in writing and detail.

If the customer disagrees with the decision by OP or the account-holding bank, he/she can submit the matter in writing to OP Financial Group's Customer Ombudsman ([www.op.fi/asiakasiamies](http://www.op.fi/asiakasiamies)). Customer Ombudsman is a fast and free-of-charge complaint-handling body and its handling is independent of the previous decision.

Consumers and small businesses may also submit a dispute on these terms and conditions to the Finnish Financial Ombudsman Bureau ([www.fine.fi](http://www.fine.fi)) or the Banking Complaints Board within the Bureau or the Consumer Disputes Board ([www.kuluttajariita.fi](http://www.kuluttajariita.fi)).

### 9.1 Jurisdiction for disputes

OP / the account-holding bank and the customer may bring an action concerning disputes that may arise from this agreement against each other in the district court of the Finnish municipality in the jurisdiction in which the consumer resides or has a permanent place of residence.

- If the consumer does no longer resides or has a permanent residence in Finland when bringing an action, such action may be brought in the district court of the Finnish municipality in the jurisdiction of which the consumer resides or has a permanent residence when establishing the agreement.
- If the consumer customer did not reside or had no permanent residence in Finland during the establishment of the agreement, an action will be brought in the court of first instance in the locality of the EU member state in the jurisdiction of which the customer resides or has a permanent residence.
- If the customer is not a resident of an EU member state, disputes will be submitted to the Helsinki District Court.
- Furthermore, the customer has the right to bring an action against OP in the district court where OP is domiciled and against the account-holding bank in the district court where the account-holding bank is domiciled.

## II Special section

## 10 Card and issuing the card

### 10.1 Ownership and design of the card

A physical card and its design is OP's property which may not be modified or reproduced. At OP's request, the customer shall cut the physical card into several pieces through the magnetic stripe and chip and return it to OP, the company acting for OP's account or that accepting the card as payment instrument. The card may not be used after this request.

#### Card design

When applying for a card, the customer may choose the design of his/her physical card from among OP's range of designs if the card involves various options.

If the customer does not notify OP otherwise at least 3 months before the expiry of his/her card's expiry, the current design will be used for his/her new card. If OP's range has no longer other option, OP will choose the design from among its range. If the customer wishes to change the design unrelated to the card's renewal, OP will charge a fee in accordance with its list of service charges and fees.

OP has the right to stop offering a card design and remove and add designs without information the customer thereof separately.

### 10.2 Customer under legal guardianship and representation based on continuing power of attorney

A customer under legal guardianship may conclude a card agreement with OP to use funds in the account to which he/she has free access right by virtue of §25 and §31 of the Guardianship Services Act. The legal guardians shall give their consent to concluding the card agreement and handing over the card to the person under legal guardianship.

With respect to applying the provision laid down in the Act on Credit Institutions concerning account holders with restricted legal capacity and their use of the bank account, the customer under legal guardianship may sign the card agreement by himself/herself, and subsequently the card will be handed over and the related PIN will be sent to him/her.

A representative under the continuing power of attorney may agree with OP on the use of the card, based on a mandate under the continuing power of attorney confirmed by a local register office.

### 10.3 Handling of card data in discussions with OP

For security reasons, card data may not be mentioned over the phone or in a videoconference with OP or the account-holding bank's representative.

## 11 Card activation, validity and renewal

OP will send a card and a secret PIN to the customer. If the customer has selected his/her own PIN, it will not be delivered to him/her separately. The payment card has the name of the customer who must sign his/her name on the signature panel of the card.

The card's period of validity appears from the card. A new card will be automatically delivered to the customer before the old card's validity expires, provided that the card agreement, credit agreement for cards with a credit facility and the agreement for the bank account linked to the card are effective and the customer has followed their terms and conditions. The customer must promptly contact the OP if the new card has not been delivered to him/her no later than seven (7) days prior to the expiry of the old card's validity. Upon expiry, the customer has no right to use the card. OP has the right to limit the card's period of validity and replace the card with a new one.

### 12 Methods of card use. Where can I pay with the card?

The customer may use the card and Card Data in his/her possession only for purposes mentioned in these terms and conditions.

Cards can be used to withdraw cash, pay for purchases and services or deposit cash into the bank account linked to the card. In addition, Card Data can be used to pay for purchases and services. Cards may be used only within the limits of the balance in the bank account or of the granted credit facility in the credit account.

Cards may not be used for illegal purposes or to buy products whose selling is forbidden in the country of purchase or the customer has no appropriate permit to buy them.

#### 12.1 Using the card as payment card

Payment cards that can be used as credit or debit cards may be used as payment instruments and for cash withdrawals at POS terminals.

Devices which include card data (e.g. mobile devices) can be used to pay for purchases at contactless-enabled payment terminals if the customer has included a contactless mobile payment feature in a separate application.

The customer agrees that the payee may verify the customer's identity and writes down the customer's personal data, including the last four characters of his/her personal identity code, in the POS terminal's receipt or payment form.

The customer may not accept debiting unless the bank account or credit facility has sufficient funds at the time of acceptance.

#### 12.2 Using card data in card-not-present payments (teleselling, mail order, internet selling)

The customer may use his/her Card Data to pay for products and services he/she has bought on a card-not-present basis.

It is recommended that the customer pay for purchases using Card Data only to an e-tailer included in Verified by Visa or MasterCard SecureCode or whom the customer, in his/her experience, knows to be secure.



The customer shall give his/her Card Data only to third-party service providers that he/she knows to be secure. The customer shall learn about the service of the third-party service provider and read its terms and conditions before giving his/her Card Data on the website, because the customer is responsible for the obligations under the terms and conditions and for on-off or recurring card transactions done using Card Data. Never shall the card's secret PIN be given to the online service provider deemed secure.

When the customer uses Card Data, he/she is obliged to follow the instructions issued by OP. The Pay Securely Online guidelines are available at the account-holding bank's branches and on OP's website at [www.op.fi](http://www.op.fi). Clause 17.1. (Obligations with respect to the card and Card Data) also includes guidelines on secure online payments.

For security reasons, OP has the right to restrict the use of Card Data in card-not-present payments.

The customer may conclude an agreement on recurring payments with the payee. The customer shall accept the first payment to be charged on the internet, at a POS terminal or otherwise in accordance with the terms and conditions. After that, the agreed amount of payments will be automatically charged from the account, based on the agreement between the customer and the payee. If the account holder and/or the customer wants to terminated the service, he/she must contact the payee.

When the customer changes his/her card, he/she must update the new Card's Data for the payee (e.g. online merchant), whose service fees will be repeatedly charged from the card.

In sale over the internet, the customer is responsible for hardware, software and telecommunications required for an internet connection, their performance, operating costs and data security with respect, for instance of firewall and antivirus protection.

#### **Payer's identity verification in card-not-present payments**

For payments on the internet, the customer is also authenticated through a specific authentication service (e.g. Verified by Visa and MasterCard Secure Code) based on personal user identifiers for OP eServices, if the merchant is involved in said services.

### **12.3 Cash back**

Cash back at a checkout is possible only at outlets which provide the service. Cash back is a service provided by the merchant offering such service or another company's own service. The merchant itself determines the maximum cash withdrawal and a fee for the service, if any. A card transaction confirmed using a PIN includes cash withdrawal and the amount of the purchase with the card. The fee that OP may charge can be found in its list of service charges and fees.

### **12.4 Using the card at ATMs, ATM withdrawals and deposits**

#### **Withdrawals**

Using his/her card and PIN, the customer may withdraw cash from ATMs. The minimum and maximum amount of a single withdrawal is ATM-specific.

#### **Deposits**

Using his/her card and PIN, the customer may deposit cash at the deposit ATM into the bank account linked to the card.

The deposit ATM checks notes and coins and returns unidentified and damaged ones to the specific containers at the ATM. The customer is responsible for taking such notes and coins.

The cash deposited at the deposit ATM will be credited to the bank account once its authenticity has been verified and the amount counted. In case OP has reason to suspect the authenticity of the notes and coins deposited at the deposit ATM, it has the right to inspect them separately and, whenever necessary, to forward them for inspection by a relevant authority.

The customer may not cancel the card transaction after the card and cash have been inserted into the deposit ATM.

The customer shall, at OP's request, give proof of the origin of the funds deposited at the deposit ATM.

The amount of the deposit at the deposit ATM is restricted. In addition to this restriction, OP has the right to set separate card-specific deposit limits. In case a one-time deposit exceeds these limits, the ATM will return the excess to the specific container at the ATM to be taken by the customer.

### **12.5 Using loyalty functionality**

A loyalty functionality may be linked to the card relating to the customer loyalty scheme of third parties approved by OP. Use of the card and the loyalty functionality will enable login to a third party's customer loyalty scheme in connection with payment and the utilisation of loyalty benefits in accordance with the scheme rules.

### **13 Account holder's and customer's responsibility for use of the card**

The account holders and the customer bear responsibility for securing sufficient funds required for withdrawals and payments. The customer is responsible for card transactions done using his/her card.

The account holders and the customer are responsible for:

- 1 debit transactions done using all of the cards linked to the same bank account;
- 2 all of the transactions done using the card before OP has received notice of termination and all of the cards linked to the bank account have been returned to OP or an OP Financial Group cooperative bank;
- 3 all card transactions for which the customer is responsible done prior to OP receiving a report of the loss of the card.

### **14 Acceptance of card transactions How can I pay with the card?**

Only the customer to whom the card has been handed over may use the card and the related secret PIN.

Whenever the customer uses a combination card, at the time of payment he/she must choose whether he/she wishes to use his/her card as a debit or credit card and may not change his/her choice afterwards. In contactless payment, such a choice will not be made at the time of payment but OP will inform the customer of the payment option used in contactless payment.

At the time of payment, the customer must give Card Data by enabling his/her card to be physically present in the card reader or, in the context of contactless payment, show his/her card or the device containing Card Data to the card reader, or in the context of card-not-present payment, enter the data required for payment: card number, expiry date and, upon request, the security code on the back of the card.

The customer gives his/her permission to execute a card transaction by entering his/her secret PIN at the POS terminal or ATM or by showing his/her card or the device containing Card Data to the contactless POS terminal, or by signing the receipt of his/her card payment, by accepting the card transaction by means of the service containing, by giving Card Data in another appropriate manner, by using his/her card at a bill payment ATM or POS terminal that does not require his/her PIN, or by accepting the card transaction on OP eServices that has been done using Card Data.

For small-value contactless payments, the customer does not need to enter his/her PIN into the POS terminal. For security reasons, the POS terminal may, however, occasionally require a PIN.

Before giving his/her permission, the customer must check the foreign currency, the amount of payment and the validity of the card transaction. The customer may not cancel his/her card transaction after he/she has given his/her permission in any of the aforementioned manners. OP has the right to debit card transactions accepted in any of the aforementioned manners to the bank account or credit facility.

### **15 Card payment authorisation hold and payment execution**

At the payee's request, OP will make a pre-authorisation hold on the card transaction accepted by the customer for future debiting. Such debiting will cancel the pre-authorisation hold.

The account-holding bank will make the pre-authorisation hold on the bank account on behalf of OP in case the customer accepts the credit card transaction. The account-holding bank will debit the accepted amount to the bank account and account for it to OP.

A card transaction will be debited to the account or credit facility linked to the card within the working day following the date of receipt of the card transaction at the latest. The time of receipt of a card transaction is the time when OP has received from the payee's service provider information required for the execution of the card transaction. A card transaction can be debited to the bank account or credit facility within the general limitation period applicable to outstanding amounts.



Companies providing vehicle rental and accommodation and tourism services, such as car rentals, hotels and shipping companies, have the right, according to general practice and their contract terms and conditions, to debit, without the customer's approval, unbilled reasonable fuel charges, phone, minibar and meal costs, other costs incurred by the customer and charges for cancelled or uncancelled hotel reservations.

OP is responsible to the customer for crediting the card transaction to the payee's service provider or the international card organisation. OP's obligation to execute a card transaction will begin from the time when it receives a card transaction order from the payee's service provider and will terminate when it settles the related amount to the payee's service provider or international card organisation.

OP's obligation to execute a cash deposit made at a deposit ATM will begin from the time when the authenticity of notes/coins is verified and the notes/coins are counted.

#### **16 The card does not work – Customer's and OP's right to restrict the use of the card**

##### **16.1 Spending/withdrawal limits set by the customer**

The customer can set card-specific spending and withdrawal limits for cards, for example for use at ATMs and for purchases that require a pre-authorisation hold. Credit/Debit cards (combination cards) have separate spending and withdrawal limits for debit transactions debited to a bank account and credit transactions debited to a credit facility. The customer may change the limits by informing OP thereof. For a security or another justified reason, OP has the right to change such spending and withdrawal limits without altering the terms and conditions governing payment cards.

##### **16.2 OP may refuse to execute a card transaction**

OP may refuse to execute a card transaction if the bank account does not have sufficient funds, the credit limit or the card's spending/withdrawal limit is exceeded, the card's data cannot be read, the payer has not been identified according to the Payment Services Act, OP has reason to suspect the validity of card use or the use of the card is not otherwise in accordance with the terms and conditions of the agreement or for another justified reason in terms of risk management. During a card transaction, the customer will be notified if the transaction cannot be executed.

##### **16.3 OP's right to deactivate the card**

OP has the right to deactivate the card and prevent its use if:

- 1 the security of card use is in jeopardy;
- 2 there is reason to suspect that the card is being used in an unauthorised manner or with fraudulent intent;
- 3 the customer does not, at OP's request, give proof of the origin of the funds deposited at the deposit ATM.
- 4 the customer does not, at OP's request, provide KYC information as required by legislation;
- 5 the account holder or customer becomes subject to international sanctions; or
- 6 the card entitles its holder to an account with a credit facility or the raising of a loan and the risk of the customer as debtor failing to fulfil his/her repayment obligation has risen considerably.

Examples of such circumstances are as follows:

- Credit limit is exceeded
- The customer's right to use the bank account linked to the card or credit facility has been terminated
- The customer has delayed payments, recorded defaults in his/her credit report history and OP has reason to suspect, on the basis of his/her conduct in other respects, that his/her ability or willingness to pay has decreased
- If the principal cardholder or the account holder requests it
- Suspected card fraud/misuse
- An execution officer has notified of a prohibition of payment or remittance pertaining to the credit facility
- Card Data has fallen into the hands of an unauthorised party, or there is suspicion thereof
- The customer or account holder files for debt rescheduling, financial restructuring or bankruptcy
- The customer dies or a legal guardian is appointed for him/her
- Industrial action affecting OP.

The company acting for OP's account and the company accepting the card as payment instrument have the right to confiscate the card at OP's request if there is suspicion of an unauthorised use of the card or use of the card contrary to the terms and conditions.

##### **16.4 Reactivating the card**

The customer may request reactivation of his/her card by contacting OP at [www.op.fi](http://www.op.fi).

The card can be reactivated or replaced with a new equivalent one when no grounds for deactivating the card exist. At its discretion, OP may also replace the card with another product.

#### **17 Customer's obligations**

##### **17.1 Obligations with respect to the card and Card Data**

The card and Card Data are personal and the customer may not hand them over to anyone, not even a member of his/her family.

The customer shall exercise due care in keeping the card and Card Data safely and separate from the PIN. For example, the card and the PIN may not be kept in the same wallet, handbag or in the same place of storage at home. The customer agrees to destroy the printed sheet of the PIN received from OP and not to copy down it into an easily recognisable form. The PIN must be stored in such a way that no other person, not even a family member, can obtain it. When the customer punches in his/her PIN, he/she must cover the keyboard in such a way, for example with his/her hand, that no unauthorised person can obtain the PIN.

In connection with card-not-present payments made via the internet, the customer must make every effort to ensure that he/she gives Card Data to a reliable and official webshop and not to the phishing website that imitates it. The customer shall go to the webshop site by personally typing its address on the browser's address bar and thereby can reduce the risk of ending up in the phishing website. The customer can ensure the reliability of the webshop and the protection of the card-not-present payment transaction by checking that the website is SLL encrypted referring to the etailer. The customer must check from the browser's address bar that the SSL certificate protecting the website belongs to the etailer and that the connection is encrypted. The lock icon on the browser's address bar ensures that encryption is on; the lock must be locked. In addition, the lock icon must be clicked and check from the window that opens up that the certificate details shows the name of the webshop where one is shopping.

The customer shall ensure regularly as required by the circumstances that the card is safe, especially in circumstances in which there is high risk of the card being lost or stolen, for example in a crowded place or in a restaurant due to the risk of pick-pocketing. Furthermore, the customer must ensure that the device containing Card Data is safe and the device's Card Data cannot be misused.

##### **17.2 Reporting a lost/stolen card**

If the card or Card Data is lost, has fallen into the possession of an unauthorised party, has got stuck in an ATM or the PIN has fallen into the hands of an unauthorised party or has been used in an unauthorised manner, the customer must report OP immediately.

Such a report must primarily be made by calling the deactivation service, +358 20 333, or alternative number from abroad +358 800 1 2400. During the account-holding bank's opening hours, customers can report a lost/stolen card by telephone or visiting any of the account-holding bank's branches. Outside the opening hours, said report must be made by calling the deactivation service, which is open on a 24/7 basis. When the customer files a loss report, he/she must tell

- his/her name or personal ID, phone number,
- the types of cards lost and an OP Financial Group card is involved and
- whether he/she wants to deactivate both the lost card and the Card Data enabling Mobile contactless payment that is saved to the device or only the Card Data if only the device is lost.

OP will deactivate a card reported lost or fallen into the possession of an unauthorised party, and a card having the same card number as the lost card may not be used. If, however, the customer uses the card, OP has the right to charge a card confiscation fee from the bank account or credit





facility linked to the card and other fees for the use of the card and confiscation to OP.

The customer shall update for a third service provider (e.g. etailer) the data of the new card replacing the deactivated card, whose service fees are recurrently charged from the card.

### 17.3 Filing a claim without delay

The customer shall check from the bank statement or the credit card bill whether any unauthorised transactions have been done using the card reported lost. The customer shall, without undue delay, file a specified claim with the account-holding bank in writing regarding Debit transactions and with OP as a message on OP eServices regarding Credit transactions.

## 18 Who is responsible for unauthorised use the card and Card Data?

### 18.1 Liabilities of customers with consumer status

Customers and account holders with a consumer status shall be held liable for any unauthorised use of the card only if:

- 1 any of them has handed the card or Card Data over to an unauthorised person;
- 2 the card or Card Data getting lost or falling into the possession or hands of an unauthorised person or its unauthorised use is due to the fact that any of them has failed, through carelessness, to fulfil his/her obligations under these terms and conditions and other terms and conditions regarding use of the card; or
- 3 none of them has notified OP of the card, Card Data and/or PIN getting lost, falling into the hands of an unauthorised person or of their unauthorised use without undue delay upon detecting such a circumstance or immediately after such unauthorised use should have been detected after OP or the account-holding bank has provided information on the actual card transactions.

The customer and account holders shall be held liable for any unauthorised use of the card up to 50 euros in cases 2 and 3 referred to above. However, this restriction shall not apply if any of them has acted wilfully or through gross negligence.

Nevertheless, the customer and account holders shall not be held liable for any unauthorised use of the card:

- 1 to the extent that the card has been used after he/she has filed a report with OP on the lost card, the card has fallen into the hands of an unauthorised party or been used in an unauthorised manner;
- 2 if the payee has not taken the appropriate measures, such as those in compliance with the rules of card organisations, to make sure when the customer uses the card that he/she has the right to use the card;
- 3 if OP has not identified the payer in a manner as specified in the Payment Services Act.

Nevertheless, the customer and account holders shall always be held liable if any of them has intentionally filed a false report or otherwise acted with fraudulent intent.

### 18.2 Responsibility for use of OP-Visa Business Card

Responsibility of the account holder and the customer for an unauthorised use of the card and Card Data will end when a report on the lost card has been filed with OP. The account holder shall be held responsible for any loss caused until that.

### 18.3 OP's and account-holding bank's liability for unauthorised card transactions

The account-holding bank shall return to the bank account the amount based on an unauthorised card transaction and OP shall return the amount to the credit facility linked to the card as soon as it has been found count that the customer or the account holder is not held liable for the unauthorised use of the card. However, the customer is not entitled to the refund of the amount based on the card transaction or any other reimbursement if he/she or the account holder does not report the unauthorised card transaction immediately after he/she has detected it.

## 19 Incorrect card transactions

### 19.1 Reporting non-execution or defective execution of a card transaction

The customer must report non-execution or defective execution of a card transaction to the account-holding bank, without undue delay after detecting such a circumstance.

In respect of OP-Visa Business Card, the customer must report such transactions without undue delay or within three (3) months of the date of when the transaction was charged.

### 19.2 Tracing card transactions and collecting related charges

If the execution of a card transaction has failed or a card transaction has been executed defectively, OP or the account-holding bank will, at the customer's request, take measures to trace the card transaction and inform of the outcome.

In such a case, OP of the account-holding bank will collect charges which it has to pay for tracing a card transaction to the payer's or payee's service provider involved in the execution of the card transaction which comes from outside the European Economic Area.

If non-execution or defective execution of a card transaction is due to incorrect information provided by the customer, OP and the account-holding bank will be under no obligation to trace the card transaction. However, they will make reasonable measures to recover the funds from the card transaction and, in such a case, they have the right to collect the charges from the customer or the account holder resulting from the recovery.

### 19.3 Correcting OP's and account-holding bank's error

The account-holding bank will return the amount debited to the bank account and OP credit facility linked to the card that remained unexecuted or was defectively executed if they are held liable for this under Clause 21. In such a case, the customer has the right to recover from any charges that the may have been collected related to the returnable amount based on the card transaction. In addition, the consumer has the right to receive compensation for the interest charge that he/she has to pay due to non-execution or defective execution of payment.

However, OP and the account-holding bank are under no return obligation if non-execution or defective execution of a card transaction is due to incorrect information provided by the customer or the payer's or payee's service provider involved in payment execution comes from outside the European Economic Area.

## 20 Criteria and deadline for returning the amount based on a card transaction

OP or the account-holding bank shall, at the customer's request, return the amount of the card transaction in full to the bank account or credit facility if the amount:

- 1 does not accurately appear from permission given by the customer; and
- 2 is larger than what could have reasonably been expected of the customer considering his/her prior spending behaviour, the terms and conditions of the agreement and other circumstances.

These include the amounts that the payees have the right to charge afterwards, based on general practice, without the customer's permission (e.g. subsequent charges by hotels and card rentals).

The customer must request such return within eight weeks of the date when the amount based on the card transaction was debited.

However, the right of return does not exist if the customer or the account holder is other than a consumer or the payer's or the payee's service provider involved in payment execution comes from outside the European Economic Area.

## 21 OP's limitations of liability

OP is not liable for any flawed or defective products and services purchased and paid for using the card, but said liability rests with merchants or service providers. The customer must promptly file a complaint with the merchant for any flawed or defective products and services after detecting an error in the merchant's performance. The Terms of Accounts with Credit Facility describe OP's secondary liability for products and services purchased and paid for using a credit card.

OP shall not guarantee an uninterrupted performance of ATMs, POS terminals, OP eServices or secure online payment services but the customer must be prepared for any performance interruptions, telecommunication failures and ATM-specific service interruptions.



OP's liability towards the customer shall be limited to the direct loss caused by the OP's breach of the Payment Services Act or the agreement. Such direct losses include necessary costs incurred by the customer due to remedying an error. However, OP shall not be liable for direct losses caused to the customer by malfunctions or errors of ATMs/bill payment ATMs or secure online payment services, if such malfunction has been observable. OP neither assumes nor accepts liability for any loss due to the use of the service against its instructions or erroneous use of the service, or due to the fact that OP has not debited an amount to the bank account or credit facility because of insufficient funds.

If the merchant or another firm provides the customer with the opportunity to withdraw cash, it will not, however, be obliged to provide this cash withdrawal service, nor will OP be responsible for the availability of said service. OP is not liable for direct losses caused to the customer if the merchant providing this cash back service at the checkout is unable or unwilling to dispense cash.

OP is liable to the customer for any indirect losses that it has caused through carelessness only if it has acted against the obligations prescribed by the Payment Services Act. Such losses include a loss of income or earnings, lost profit, a loss arising from an obligation based on another agreement or another loss that was difficult to foresee, or the fact that the customer cannot use his/her funds in the bank account in the manner he/she wishes.

However, OP is not liable for any indirect losses caused by the use of the card or additional service, their use being prevented or an error or neglect in the execution of card transactions.

OP is not liable for any indirect losses if the customer or account holder is other than a consumer.

#### 21.1 Customer's obligation to mitigate loss

Customers must take reasonable measures in order to mitigate any losses. If he/she fails to do so, he/she is personally liable for the loss in this respect. Damages payable by OP for breach of either laws or the agreement may be adjusted if the amount is unreasonable in view of the reason for the breach, any possible contribution to the loss by the customer, the amount of consideration paid from the card, OP's chances of foreseeing the loss and preventing it from occurring, and any other relevant circumstances.

The customer has no right to receive compensation from OP unless he/she report to OP an error within a reasonable time from when he/she detected the error or he/she should have detected it when checking the account transactions provided by the account-holding bank or the credit card bill sent by OP.

#### 21.2 Force majeure

Neither of the parties is liable for any loss if it can prove that it has been prevented from fulfilling an obligation by an unusual and unforeseen reason beyond its control which has resulted in consequences that could not have been avoided by exercise of all due care. Neither is OP liable for any loss arising from the fulfilment of any obligation under this agreement if such fulfilment were against any obligations laid down elsewhere in law.

Either party shall notify the other party as soon as possible of a force majeure circumstance it has encountered. OP may announce such a force majeure circumstance on its website at [www.op.fi](http://www.op.fi) or in a national daily newspaper.