

## Important information about your user identifiers

We have written this for your own security so that you will pay attention to important clauses in the terms and conditions relevant to you.

### You are responsible for keeping your user identifiers safe.

You may not give your user identifiers to anyone – not even to a family member, interpreter or personal assistant.

Store your user identifiers carefully and keep their parts separate from each other. Check regularly that your user identifiers are safe.

Shield your user identifiers so that the information entered by you or shown on the screen cannot be seen by others, and make sure that the information does not remain available to unauthorised parties.

### Never reveal your user identifiers on the phone or in email.

Banks, the police or other authorities never request your identifiers over the phone or by email. Only criminals do so.

If you disclose your identifiers to another person or an application, you are solely responsible for their use. You may only enter your user identifiers into applications and services approved by OP.

### Call immediately the deactivation service if your user identifiers or part of them is lost or falls into the wrong hands.

Save the deactivation service's number to your mobile phone. The **+358 100 0555** service is available 24/7.

Actions that you have approved with your user identifiers are binding on you. OP has the right to deactivate your user identifiers or restrict their use under the terms and conditions.

Moreover, a lot of important information about the safe use of your identifiers is available at [op.fi](https://op.fi).

Before you start using identifiers, read carefully the agreement and its general terms and conditions (this page is only a brief description, not part of the general terms and conditions).

Read more closely the general terms and conditions about the issues presented in these guidelines:

- 5.2 Storing the Credentials and restrictions on their permitted use
- 5.3 Report on loss of Credentials or on them falling into the possession or hands of an unauthorised party
- 6 Use of Credentials
- 7 Customer's responsibility for using Credentials
- 15 Service Provider's right to deactivate Credentials

Effective as of 24 October 2018

## 1 Scope

These terms and conditions shall apply to the use of user identifiers for OP eServices and for OP service user identifiers (hereinafter Credentials) and of OP eServices, and to the Customer's electronic authentication on electronic services.

If the bank has agreed with the Customer on user identifiers for OP eServices, these terms and conditions shall also apply to a private customer's strong electronic authentication under the Act on Strong Electronic Identification and Electronic Trust Services.

Only the terms and conditions of Pohjola Insurance Ltd's non-life insurance online services (hereinafter eInsurance Services) described below shall apply to the use of online services for authenticated customers within OP Financial Group non-life insurance services.

Via OP eServices, the Customer can use eServices defined by the Service Provider, which include the transfer of payments and e-invoices, financing and account services, and order, investment and information services, as well as insurance services other than eInsurance Services. The services may differ from each other in terms of content and functions when using various devices and electronic service channels.

The Service Provider specifies the content of the electronic service channel to be provided, eServices provided on the channel and their extent. The Customer selects an electronic channel he/she intends to use and eServices he/she uses in the channel but the Service Provider has the right to refuse to provide the electronic service channel, eService or their feature to the Customer. If the Customer has concluded an OP online bank agreement, changing it to include an OP eServices agreement requires conclusion of the related agreement.

The Customer who has concluded an OP online bank agreement can use the online service provided by OP from time to time where the Customer can use only agreed eServices and OP telephone service, tel. 0100 0500. The Customer who has concluded an OP online bank agreement can use, for example, the following eServices on the OP online service: account details, payment services, OP online payment (e.g. payment of online purchases), changes related to further payment confirmation and Credentials, and Pivo.

Specific contract terms and conditions and instructions shall apply to an eService used via OP eServices. If an eService can be used on OP eServices and its terms and conditions and instructions conflict with the General Terms and Conditions for OP credentials and OP eServices, the latter terms and conditions shall prevail.

The credentials and OP eServices are meant to be used in the Finnish market, and the laws of Finland shall apply to this agreement.

## 2 Definitions

**Consumer** is a natural person using the service, who concludes an agreement for OP credentials and OP eServices mainly for a purpose other than his/her business.

Credentials do not refer to corporate customer User Identifiers for Corporate eServices.

**Credentials** mean user identifiers for OP eServices and OP service user identifiers. These are interrelated components provided either partially or fully by the Service Provider that can comprise, for example, user ID, password and various confirmation instruments. Credentials also refer to the Service Provider's other certificates or authentication credentials, or Other Service Provider's authentication credentials provided to the Customer that the Service Provider shall accept.

**Customer** is a natural or legal person who approves the agreement, thereby constituting the other party to the agreement.

**Direct Payment Order** is a mandate given by the Customer to its bank to send the originator an acknowledgement of receipt of Direct Payments, and an instruction to establish an order effective until further notice for payment of an outstanding amount based on electronic copies of invoices.

**E-service** is a service provided by one or more OP Financial Group companies or entities that the Service Provider provides on OP eServices at any given time. Access to these services requires Credentials or another identifier accepted by the Service Provider. eInsurance Services is not included in eServices.

**International sanctions** refer to sanctions, financial sanctions, export or import bans, trade embargoes or another restrictive actions 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.

**Online Payment Button** is a service in which the Customer moves from an e-tailer's website to OP eServices to pay for a web purchase as a credit transfer.

**OP eServices** comprises electronic service channels intended for the customers of OP Financial Group member banks. These service channels include op.fi, OP-mobile, pda.fi and OP 0100 0500 telephone service. OP eServices excludes services for corporate customers provided through Corporate eServices subject to a separate agreement. OP eServices can be used, for example, via a computer and a telephone. The service channels may differ from each other in terms of content and functions.

**OP Financial Group** consists of member banks of OP Cooperative, OP Cooperative, its existing and future group companies (such as OP Corporate Bank plc, Pohjola Insurance Ltd, OP Asset Management Ltd, Pohjola Health Ltd, OP-Services Ltd, OP Customer Services Ltd and OP Life Assurance Company Ltd), OP-Kiinteistökeskus real estate agencies, 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.

**Order for e-invoices** is a mandate given by the Customer to its bank to forward his/her e-invoicing address to the originator for sending e-invoices.

**Other Service Provider** is an OP Financial Group company or entity which provides eServices for OP eServices.

**Payment Order** is an order placed by the payer with his/her service provider to execute a payment transaction based on a credit transfer, money order, cash payment, direct debit, or using a payment card or another payment instrument. The execution of a payment order involves the measures taken by the service provider to process the order and transmit the payment.

**Payment Services** include services related to the management and provision of a payment account, the execution of payment transactions and the issue of a card.

**Payment transaction** refers to a measure taken to transfer or withdraw funds, or make them available for use, on the basis of a payment order, with the exception of transactions related to deposit interest credited.

**Savings and Investment account** refers to an account that is mainly intended for saving or investing and that is subject to restrictions on use by law or due to the related account agreement.

**Service Provider** is an OP Financial Group member bank with which the Customer has concluded an agreement. Information on service providers can be found at op.fi.

**Strong Electronic Authentication** is an electronic method of identifying a person and verifying the authenticity and correctness of the credential, in accordance with the Finnish Act on Strong Electronic Authentication and Electronic Trust Network.

**Third Party** is a party other than the Customer or an OP Financial Group company or entity.

**User of credentials** is a person to whom a corporate or institutional customer has given customer-specific online user identifiers.

## 3 Charges for services

The Service Provider and Other Service Provider have the right to charge fees for Credentials, OP eServices, eServices and authentication services operated with the Credentials, as defined in the relevant list of service charges and fees or otherwise agreed with the Customer. The Service Provider and the Other Service Provider have the right to directly debit the Customer's account for these charges and fees.

The list of service charges and fees valid from time to time is available from the Service Provider's branches and at op.fi

## 4 Communication between Service Provider and Customer

### 4.1 Service Provider notifications and messages

The Service Provider shall notify Customers of any changes in this agreement, its terms and conditions, and the list of service charges and fees solely by sending a message via OP eServices whenever the Customer uses a service where he/she can receive online messages.

All OP Financial Group companies and entities have the right to give eServices customers information on payment services (such as no funds messages) and all other notifications (such as changes to the contract terms and conditions, notices, offers, replies, confirmations and other messages subject to banking and insurance secrets) based on this agreement or other agreements with the Customer by sending a message via OP eServices. Notifications can also be made otherwise as part of OP eServices.

The Customer is obliged to actively monitor messages sent by the Service Provider via OP eServices. A separate trigger related to a message sent to OP eServices can be sent to the Customer by email or SMS.

The Service Provider shall notify of threats related to the security of OP eServices and Credentials on its website at op.fi.

Current reference interest rates applicable to accounts or loans, and exchange rates applicable to services are available from the Service Provider's branches and at op.fi.

### 4.2 Date of receipt of information

The Customer is regarded as having received information or notification no later than on the seventh (7th) day from the date of sending a message.

### 4.3 Contact with the Service Provider

Depending on services available to the Customer, he/she may contact the Service Provider by sending a message or chatting via OP eServices, by calling the Service Provider, or by visiting any of the Service Provider's branches in person.

The Customer shall submit a report on lost Credentials to the Service Provider in accordance with Clause 5.3 below.

### 4.4 Language

When transacting with the Service Provider, the Customer can use Finnish, Swedish or English depending on the branch, service channel or service in question. If the Customer wishes to use a language other than Finnish or Swedish at a bank branch, he/she will be liable for costs arising from obtaining and using interpretation services.

The Service Provider will send notifications, information services, requests related to payment confirmation, and other messages only in Finnish or Swedish.

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

The general contract terms and conditions and the list of service charges and fees for payment services applicable during the term of the agreement are available to the Customer, the Customer's legal guardian or an authorised person under the continuing power of attorney at the Service Provider's branches, free of charge.

## 5 Credentials

### 5.1 Granting Credentials

In order to receive Credentials,

- the Customer concludes an eServices or online bank agreement with the Service Provider; and
- the Customer has an account or has extensive access rights to an account with an OP Financial Group bank, and that account can be linked to OP eServices.

User identifiers for OP eServices granted to private customers represent authentication credentials referred to in the Act on Strong Electronic Identification and Electronic Trust Services. In terms of data security and level, the Online service user identifiers conform to the High level of assurance under the eIDAS regulation (EU 910/2014); they are no certificates. In addition to that mentioned above, in order for the Customer to receive OP eServices user identifiers

- the Customer's identity must be verified by means of a document specified in the Act on Strong Electronic Identification and Electronic Trust Services or of an electronic authentication credential specified in the Act;
- these are issued for personal use only and the Customer has a Finnish personal identity code recorded in the Population Register

OP service user identifiers do not represent the strong electronic authentication credentials referred to in the Act on Strong Electronic Identification and Electronic Trust Services.

Any Credentials granted to a corporate or institutional customer are customer-specific. Such Credentials are not the type of authentication credentials specified in the Act on Strong Electronic Identification and Electronic Trust Services.

The Service Provider shall identify the Customer and verify his/her identity when accepting the agreement. When granting OP eServices user identifiers, the Customer is identified and his/her identity verified in accordance with the principles governing identification.

The principles governing identification are available at op.fi and the Service Provider's branches.

### 5.2 Storing the Credentials and restrictions on their permitted use

Credentials given to private customers are for personal use only. Credentials shall not be disclosed to other people, including family members, nor to separate applications or services unless the application or service is approved by OP. Applications and services approved by OP are available for inspection at op.fi. If the Customer gives his/her Credentials to a third party, he/she will be responsible for transactions done by the third party in his/her name.

Credentials may not be used to authenticate oneself to services that are provided by a party subject to international sanctions or where a party exercising control is subject to such sanctions. Nor is it allowed to use the Credentials for purposes that are against law or good practice or otherwise against the corporate social responsibility requirements issued by OP.

Credentials given to a corporate or institutional customer are customer-specific. A corporate or institutional customer is responsible for storing its Credentials carefully in such a way that they will not fall into the hands of any unauthorised parties. A corporate or institutional customer shall also ensure that its employees or other persons authorised to use the Credentials are aware of the obligations regarding the use and safekeeping of the Credentials as per this agreement.

Credentials or any of their components may not be:

- given orally over the telephone or in another manner to anyone asking for them. When calling OP 0100 0500 telephone service, the Customer enters Credentials into his/her phone. The Service Provider or other OP Financial Group companies never call customers to ask them to give or enter the Credentials;
- given to other than the services and applications approved by OP, based on a request sent by SMS, email or through another application;
- used to login to OP eServices if the link to the login page has been sent to the Customer by email or in another electronic manner.

The transparent label containing the username and password must be destroyed and the username or password may not be copied down or stored in an easily recognisable form. If the Credentials have been given electronically, the Customer shall himself/herself protect them and ensure that information in the display is not visible to unauthorised parties and that the information does not remain available to unauthorised parties.

Credentials must be stored carefully and separate from each other in such a way that no other person, including family members or employees without access rights, will be able to obtain them. The components of the Credentials may not be kept in a single place at home and not in the wallet or handbag, for example.

The Customer must check in an appropriate manner and on a regular basis that his/her Credentials are safe.

When typing his/her Credentials to login to OP eServices, the Customer shall protect the equipment, such as a computer, telephone or a separate keyboard, with which Credentials are used in such a way that no other person will be able to obtain the Credentials.

OP eServices may not be used from a computer or other equipment on which malicious software has been detected or there is suspicion there-of.

### 5.3 Report on loss of Credentials or on them falling into the possession or hands of an unauthorised party

The Customer must promptly report to the Service Provider on his/her Credentials getting lost or falling into the possession or hands of an unauthorised party. This will also apply if the Customer suspects that his/her Credentials have fallen into the possession or hands of an unauthorised party, or only some components of the Credentials have got lost or fallen into the possession or hands of an unauthorised party.

Such a report can be filed by calling the Deactivation Service (24/7) whose number is shown on the Service Provider's website at op.fi. During the Service Provider's opening hours, the report can also be filed by calling the number indicated by the Service Provider or by visiting a Service Provider's branch in person.

With respect to other authentication credentials and certificates accepted by the Service Provider, such a report on loss must be filed in accordance with the terms of use for the authentication credential or certificate in question.

## 6 Use of Credentials

### 6.1 Use of OP eServices

In order to authenticate himself/herself to OP eServices, the Customer proves his/her identity by entering his/her username, password and, if necessary, a confirmation instrument's code. With respect to the authentication method, service channels may differ from each other in terms of content and functions.

For authentication to OP eServices, the Customer may also authenticate himself/herself by using another certificate or authentication credential provided or accepted by the Service Provider and issued by a Third Party. If the agreement concerning the authentication credential or the certificate provided by a Third Party conflicts with the general terms and conditions herein with respect to the storage and/or use of the authentication credential or certificate, these general terms and conditions shall prevail.

To login to op.fi, Customers must enter op.fi in the browser's address bar. Before login, Customers are obliged to ensure that the op.fi website is protected by SSL.

Next to the padlock icon in the browser's address bar, there must be text indicating that the SSL certificate has been issued to an OP Financial Group company (e.g. OP Cooperative). Depending on the web browser used, this SSL encryption shows as a green address bar or a padlock icon.

The Customer may not enable a Third Party, such as a person, application or service, to use OP eServices. It is not permitted to use, for example, services which take control of the Customer's session on OP eServices.

What is stated above does not restrict the Customer's right to use the licensed payment order services under the Payment Services Act or registered account details services.

### 6.2 Legal acts on OP eServices

On OP eServices, Customers can conclude agreements and send applications to the Service Provider and Other Service Provider as well as a Third Party approved by the Services Provider and make orders with, and send messages to, them.

Such an agreement is established when the Customer accepts an offer made by the Service Provider, Other Service Provider or Third Party or when the Service Provider, Other Service Provider or Third Party accepts unconditionally the application filed by the Customer, unless otherwise notified.

The Customer is responsible for all acts the he/she has executed as an authenticated customer on OP eServices. Using Credentials is equivalent to the Customer's signature. Using Credentials issued to corporate and institutional customers is equivalent to their official signature under the Trade Register, the Register of Associations or the Register of Foundations.

Information presented through OP eServices cannot be regarded as an offer or a commitment binding on the Service Provider, Other Service Provider or Third Party, unless this has been stated separately.

### 6.3 Using Credentials for electronic identification

The Customer may also use his/her Credentials to access the services of Third Parties, if agreed upon by the Service Provider or Other Service Provider and said Third Party.

The legal effects of use of authentication data on a Third Party's services and responsibilities between the parties involved are subject to the terms and conditions of the agreement concluded between the Customer and the Third Party in question. The Service Provider is not party to any agreements between the Customer and a Third Party and accepts no responsibility for the fulfilment of the terms and conditions of such agreements.

## 7 Customer's responsibility for using Credentials

The Customer's responsibility for using his/her Credentials is determined on the basis of the purpose of use of the Credentials.

### 7.1 Responsibility for use of Credentials as a payment instrument on OP eServices

#### 7.1.1 Consumer customer's responsibility

The Customer is held liable for any unauthorised use of his/her Credentials if

- 1) he/she has disclosed or handed over the Credentials to an unauthorised person;
- 2) his/her Credentials getting lost or falling into the possession of an unauthorised person or their unauthorised use is due to the Customer's negligence or his/her failure to fulfil his/her obligations under Clauses 5 or 6 above; or
- 3) he/she has failed to notify the Service Provider or the Credentials Deactivation Service of his/her Credentials getting lost, falling into the hands of an unauthorised person or their unauthorised use, in accordance with Clause 5.3 above, without undue delay upon detecting such a circumstance and immediately after he/she should have detected their unauthorised use. As specified in the account terms and conditions, the Customer is deemed to have received information on payment transactions no later than the seventh day of the day when the Service Provider provided the Customer with said information on OP eServices or sent a printed bank statement by post.

The Customer shall be held fully liable for loss caused by any unauthorised use of his/her Credentials, if he/she has given them to an authorised party.

The Customer's liability in cases referred to Clauses 2 and 3 above is up to 50 euros if the Credentials have been used as a payment instrument or a means of identification entitling to the use of an account with credit facility as referred to in Chapter 7, Section 19 of the Consumer Protection Act. The Customer shall always be held fully liable if he/she has acted with intent or through gross negligence.

The Customer shall not be held liable for unauthorised use of the Credentials after he/she has filed a report as referred to in Clause 5.3 above, unless he/she has intentionally filed a false report or otherwise acted fraudulently.

#### 7.1.2 Corporate and institutional customer's liability

A corporate or institutional customer is bound by, and is responsible for, all transactions executed by its employees or other authorised users of Credentials using the Credentials until the Service Provider has received a report on lost Credentials or on their falling into the hands of an unauthorised party.

The corporate and institutional customer shall also be held liable for loss to the extent that the Credentials have been used after it has filed with the Service Provider or the Credentials Deactivation Service a report on them getting lost, falling into the hands of an unauthorised party or unauthorised use if such a corporate customer or user of the Credentials has intentionally filed a false report or otherwise acted with fraudulent intent.

## 7.2 Responsibility for using Credentials as authentication credential

A holder of Credentials is held liable for any unauthorised use of the Credentials if

- 1) he/she has disclosed or handed over the Credentials to an unauthorised person;
- 2) the Credentials getting lost or falling into the possession of an unauthorised person or their unauthorised use is due to his/her negligence which is not minor; or
- 3) he/she has failed to notify the Service Provider or another party informed by the Service Provider of his/her Credentials getting lost, falling into the hands of an unauthorised person or their unauthorised use, in accordance with Clause 5.3 above, without undue de-lay upon detecting such a circumstance and immediately after he/she should have detected their unauthorised use.

However, the holder of the Credentials is not held liable for any unauthorised use of the Credentials insofar as

- 1) they have been used after the holder has filed a report with the Service Provider or the Credentials deactivation service, notified by the Service Provider, regarding the loss of the Credentials, their falling into the hands of an unauthorised party or their unauthorised use;
- 2) the holder has not been able to report the Credentials getting lost, unlawfully falling into the hands of an unauthorised person or their unauthorised use without undue delay upon detecting such a circumstance owing to the fact that the identification service provider has neglected its obligation to ensure that the holder of the Credentials is able to file such a report at any time, under Section 25(2) of the Act on Strong Electronic Identification and Electronic Signatures; or
- 3) the Service Provider has failed in its duty, under Section 18(4) or Section 25(5) of the Act on Strong Electronic Identification and Electronic Trust Services, to verify the existence of restricted use related to Credentials or to verify information on the prevention of use, or deactivation of, Credentials.

## 8 Service Provider's liability for unauthorised use of Credentials as payment instrument

The Service Provider shall refund the Customer the amount of money based on an unauthorised transaction as soon as it has been ascertained that the Customer is not liable for the unauthorised use of his/her Credentials. The Customer shall, without undue delay, notify the Service Provider of the amount debited to his/her account based on an unauthorised payment transaction as soon as he/she has detected such a circumstance.

## 9 Payment orders

The Customer can make payment orders with the bank via OP eServices. Using Savings and Investment Accounts on OP eServices is prevented altogether or limited to transfers between the Customer's own accounts.

Payments are transferred according to the Standard General Terms and Conditions of Euro Payments Transmitted within the Single Euro Payments Area or the General Terms and Conditions of Outgoing and Incoming Cross-border Payments (collectively the General Terms and Conditions of Payment Transfers). The Service Provider may determine a maximum or minimum amount for payments transferred via the services.

After logging into OP eServices, the Customer shall give his/her consent to the execution of his/her payment order by accepting said order. This also applies to the Online Payment Button.

The Service Provider shall inform the Customer if it cannot accept the Customer's order due to insufficient funds or if information on the order is incomplete. The Service Provider shall send a message of any rejected orders on OP eServices on the due date.

## 10 E-invoice Service

By signing this agreement, the Service Provider has the right to change the Customer's direct payment orders to orders for e-invoices while the Customer gives a permanent instruction for automatic payment of e-invoices.

The e-invoice service refers to a service whereby the sender delivers a bill addressed to its recipient to OP eServices for handling by the recipient. Prepared by banks for Finance Finland, the Finvoice service description and the Finvoice application instructions, available at finanssiala.fi, shall apply to the e-invoice service. An e-invoice is a bill in the format defined

in the Finvoice application instructions and intended for delivery to the Customer electronically.

The Service Provider shall provide the Customer with the address to which e-invoices are delivered. The Customer and the sender of an invoice shall jointly agree on receipt of e-invoices. For billing purposes, the Customer shall notify the sender of his/her e-invoice delivery address. The Customer may interrupt receipt of e-invoices by notifying the sender thereof. The sender may allow processing time for the implementation of any changes in the e-invoice delivery address. The sender may not send e-invoices to the Customer who has not notified of taking delivery thereof or who forbids their delivery. However, the Service Provider is not responsible for the actions of the sender of the invoice and is not obliged to supervise whether the sender observes agreements it has concluded with the Customer.

The Customer accepts the delivery of an e-invoice upon the Service Provider placing said invoice available to the Customer on OP eServices.

The sender of the e-invoice or the Service Provider is under no obligation to deliver the e-invoice to the Customer in any other format. The Customer's Service Provider shall ensure that the e-invoice is available for processing by the Customer on OP eServices no later than the second business day following the date of receipt of the e-invoice by the Service Provider.

The Service Provider shall ensure that the e-invoice remains available to the Customer on OP eServices for the period notified by the Service Provider, or for a minimum of two (2) months from the day it has been delivered to the Customer's bank. The Customer is responsible for the processing of the e-invoice.

After the storage period, the Service Provider is under no obligation to store the e-invoice delivered to the Service Provider or deliver the e-invoice to the Customer in any other format.

The e-invoice sender is responsible for the content, accuracy and justification of the e-invoice. The Customer shall check the e-invoice before paying it. The Customer shall send any complaints regarding the e-invoice to the e-invoice sender. Likewise, the e-invoice sender is responsible for the content of the web links related to the e-invoice and the services used via said links.

The payment of an e-invoice requires that the Customer make a separate payment order with the Service Provider related to the invoice. A separate payment order must be made for each invoice received, or the Customer makes a continuous order with the bank for the automatic payment service.

Payments based on e-invoice are executed as cashless payments (credit transfers). Without a specific payment order, the Service Provider is not obliged to take care of e-invoice payment. The Service Provider is not liable for any loss caused by the Customer not accepting the e-invoice, accepting its payment after the due date or with altered payment information or accepting the e-invoice without checking it.

The Customer may change the due date of and the amount due on an e-invoice based on the payment order or cancel the payment order. The payer cannot change any other payment order information.

The Service Provider may cancel a payment order based on a request for cancellation of an e-invoice by the Originator of the e-invoice. The Service Provider will not notify the Customer of such cancellation.

The Customer agrees that the Service Provider has the right to provide the e-invoice sender and the sender's bank with the Customer's necessary personal data related to the transmission of the e-invoice.

If such a transmission is prevented for a reason attributable to the Service Provider, the Service Provider shall pay only penalty interest prescribed by law and any reasonable settlement expenses. The e-invoice sender's bank or the Service Provider is not liable for any indirect or consequential loss caused to the Customer or a third party, such as lost income or profit, loss of earnings, tax consequences, loss of interest or any other comparable loss that the Service Provider cannot reasonably foresee.

Other account holders or access right holders authorised to use the account and monitor account transactions may view not only the content of the e-invoice paid from the account or submitted for payment from the account but also account transactions on OP eServices.

The Customer has no right of cancellation as referred to in the Consumer Protection Act.



The Customer shall agree separately with the Service Provider on services for sending e-invoices via OP eServices. In addition to the terms and conditions herein, the sending of e-invoices is governed by its specific terms and conditions.

## 11 Investor Services

OP Savings and Investments Agreement and its terms and conditions shall apply to Investor Services insofar as they are not in conflict with the terms and conditions of this agreement.

If the Customer has concluded an OP Savings and Investments Agreement with the Service Provider, he/she can make sell, buy and subscription orders for securities and receive information on securities in custody and on the book-entry account. OP eServices enable only trading in equities in book-entry form and other investment products available in the online service from time to time. OP eServices may not be used for buying or selling physical securities.

The client shall check notices, notifications, reports and other documents he/she has received and, contrary to Clause 17 of the terms and conditions, promptly notify the Service Provider of any errors or omissions. A retail client and the Service Provider are deemed to have accepted each other's actions unless either within one (1) month of having received notice of the other party's actions informs the other party that it does not accept its actions. A professional client or an eligible counter-party must, however, file a complaint about the bank's action without delay after receipt of related information. The aforementioned deadlines also apply to complaints should the client consider the Service Provider to have neglected a measure the client considers was the Service Provider's duty. If a trade is not executed, the deadline for a complaint made by the client shall begin upon the date of the expiry of the order. If no complaints are made within the times stipulated above, the parties are regarded as having accepted each other's actions.

The Customer is responsible for the accuracy of information on his/her orders, such as information on book-entry securities related to the order and their type, quantity, price limit, validity period, and the monetary account to be used. The Customer is also responsible for the delivery of orders. If the Customer, after making an order, discovers that he/she has made an error which he/she cannot correct, the Customer shall immediately contact the branch with which he/she has concluded his/her eServices Agreement, or call OP 0100 0500 telephone service.

Fees based on orders shall be debited to the account specified in the agreement for securities custody and the book-entry account. The related payment must be available to the Service Provider by the time of payment specified in the market regulations, unless otherwise agreed between the parties. The Customer is liable for any loss that the delay of payment may cause to the Service Provider.

Notification of the execution of a buy or sell order will be delivered to the Customer via OP eServices. The Customer will not receive a separate written confirmation of buy and sell orders. Information on executed orders will be available to the Customer on OP eServices or in another agreed manner as soon as the order has been completed.

For orders made via OP eServices, the Service Provider is not obliged to assess whether a service or security is appropriate for the Customer if executing or transmitting the order is based on the Customer's own initiative, or if the service pertains to non-complex financial instruments referred to in the applicable law. When providing an investment service, the Service Provider has the right to provide the Customer with information (such as Information for Investors) referred to in the applicable law and within the scope of disclosure requirements, and notify of any substantial change in such information via OP eServices.

The Service Provider has the right to cancel a bid, offer or stock exchange transaction performed by the Customer if the bid/offer or transaction is obviously invalid, cancellation is necessary to avoid credit risk or for another cogent reason. The Customer shall be notified of said action and its cause without delay, either in writing or in a message available on OP eServices.

The Service Provider may set a maximum or minimum limit for orders delivered via the services, which may also be set on a customer-specific basis. The Service Provider has the right to restrict trade performed via Corporate eServices or prevent it altogether if the proper execution of orders could be at risk.

As soon as the Customer has confirmed on OP eServices that he/she has carefully read information related to a security, other financial instrument or the performance of other service or to the Service Provider, such as the terms and conditions governing a bond or a Key Investor Information

Document and fund rules, such information is regarded as having been given to the Customer.

The Customer shall agree that an investment service provider, a company within the same Group, an entity or foundation controlled by it or their pension fund or pension foundation may be another party to the transaction executed on the basis of an order. The Customer shall also agree that the Service Provider and the investment firm used by the Service Provider may provide each other with information required for executing the order.

Brokerage and other investment services are not offered to residents of the United States or Canada, or legal persons or their branches registered in those countries.

The Customer undertakes to conform to the EU regulation of the European Parliament and of the Council on short selling and certain aspects of credit default swaps (no. 236/2012) and related regulations.

The Service Provider is not obliged to supervise compliance with the short selling regulations.

## 12 Service for investing through insurance

The use of services for investing through insurance via OP eServices is primarily governed by the terms and conditions of the relevant insurance contracts and services, and secondarily by these general terms and conditions. Through the services, the Customer has access to his/her valid insurance contracts and the opportunity to make further investments or changes to the allocation of savings or allocation of future contributions.

## 13 Information services

OP eServices offers information services provided by the Service Provider, the Other Service Provider and Third Parties, such as information on capital markets and bank services.

Information services are for private use only, and distributing, publishing, copying or reproducing the material it contains is prohibited.

Information provided through information services is delivered on an "as is" basis and without commitments. The Service Provider is not responsible for any loss caused by delays in the availability of information or by failure to obtain information.

The information services are based on public sources and information which the Service Provider deems reliable. Nevertheless, this does not imply that the information provided is always complete or accurate. The information provided by the services is under no circumstances an offer, a recommendation or advice to buy or sell. The Service Provider is not responsible for the accuracy or reliability of the information provided through the services or any loss that the use of the information services may cause.

## 14 Required hardware, software and telecommunications, and Customer responsibility

The minimum technical requirements for using OP eServices are provided on the op.fi service. Further information on technical requirements is also available to customers at any of the Service Provider's branches.

The Customer is responsible for having the hardware, software and telecommunication connections required for the use of OP eServices and for their performance and security as well as operating and maintenance costs. The Service Provider is not responsible for the Customer being able to use OP eServices with the hardware, software, settings, systems or interfaces the Customer has acquired unless they fulfil the aforementioned minimum requirements. The Customer shall pay his/her telecommunications costs.

Both the Service Provider and the Customer are responsible for ensuring the adequacy of the data security of their own IT systems. The Customer is responsible for the security of the computers and other equipment he/she uses and for software updates.

The Service Provider and the Other Service Provider will not accept liability for a loss caused to the Customer by flawed or lost information on a public data network or on a network owned, managed or used by the Customer under contract.

## 15 Service Provider's right to deactivate Credentials

The Service Provider has the right to deactivate Credentials or restrict their use if

- 1) the security of their use is in jeopardy; or
- 2) there is a reason to suspect that Credentials or OP eServices are being used in an unauthorised manner or with fraudulent intent; or
- 3) the Credentials entitle their holder to use credit, and the risk of the Customer as debtor failing to fulfil his/her repayment obligation has risen considerably.
- 4) the Customer becomes subject to international sanctions.

Circumstances entitling the deactivation of Credentials or the restriction of their use include the following:

- The consumer customer has disclosed or handed his/her Credentials over to another person
- Suspected misuse of Credentials
- The holder of Credentials has delayed payments or recorded payment defaults in his/her credit report history, or the Service Provider has reason to suspect, on the basis of his/her conduct in other respects, that his/her ability or willingness to pay has decreased
- Credentials have fallen into the hands of an unauthorised party, or there is suspicion thereof
- The Customer files for debt rescheduling, financial restructuring or bankruptcy
- The Customer dies or a legal guardian is appointed for him/her or the Customer's legal guardian changes
- Industrial action affecting the Service Provider
- The Customer, the Customer's hardware or software, systems or telecommunication connections on the Customer's equipment cause disruption or jeopardise the security of use of Credentials.

The Service Provider shall inform the Customer of deactivating his/her Credentials primarily by calling the telephone number notified to the Service Provider. If this fails, the Service Provider will notify in writing of said deactivation.

The Customer may request the reactivation of Credentials by visiting a Service Provider's branch or by sending a request for contact to the Service Provider at op.fi.

The Credentials may be reactivated or new ones issued, provided that grounds for deactivation no longer exist.

In addition, the Act on Strong Electronic Identification and Electronic Trust Services shall apply to the deactivation of Credentials, by which the Service Provider has the right to cancel or prevent use of Credentials if

- 1) it has reason to suspect that a person other than to whom said Credentials were granted is using them;
- 2) the Credentials contain an obvious error;
- 3) it has reason to suspect that the security of use of Credentials is in jeopardy;
- 4) the holder of Credentials is using online user identifiers in a manner that is in material breach of the contract terms and conditions; or
- 5) the holder of Credentials is dead.

## 16 Service Provider's right to suspend or restrict the provision of OP eServices

The Service Provider has the right to suspend or restrict the use of OP eServices and eServices during maintenance and repair. The Service Provider shall not guarantee any uninterrupted availability of the services and shall not be held liable for any loss caused by downtime.

The Service Provider has the right to suspend the provision of OP eServices with immediate effect or restrict the use of an individual eService in the following cases:

- The Customer, the Customer's hardware or software, systems or telecommunication connections on the Customer's equipment cause disruption or jeopardise the security of the service; or
- The Service Provider is taking action to protect Customers and users against security or data security risks.

On the aforementioned grounds, the Service Provider has the right but is not under any obligation to prevent the use of OP eServices with immediate effect and/or to require authentication or confirmation of transactions using specific authentication credentials. At the time of requesting such confirmation, the Customer is obliged to check the content of the transaction that is to be confirmed.

The Service Provider has the right to suspend an unusual or infrequent transaction and to require a separate confirmation for said transaction based on Credentials or to require that the Customer contact the Service Provider.

The Service Provider is not obliged to inform the Customer if the use of OP eServices or an individual eService is prevented and an individual order issued by the Customer is suspended or not executed owing to the reason mentioned above.

## 17 Complaints and claims regarding services

If the Customer does not approve a payment debited to his/her account, an order or another transaction, he/she must notify in writing the Service Provider thereof without delay from the date on which the amount was debited, the order executed or the transaction done. If the Customer does not notify the Service Provider as described above, such debiting, order or transaction is regarded as having been approved by the Customer.

Any claims arising from the Service Provider's or Other Service Provider's error must be presented to the Service Provider in writing and in sufficient detail immediately after the related loss was detected. Complaints and claims regarding Third Parties must be presented directly to the Third Party in question.

## 18 Limitation of the Service Provider's liability

The Service Provider or Other Service Provider is liable to compensate the Customer only for the direct loss caused due to the Service Provider's error or neglect. In such a case, the Service Provider shall compensate only for the interest loss incurred and direct and reasonable costs arising from loss investigation, and return the service fees it has charged only to the amount allocated to the service event that caused the loss.

The Service Provider is not liable for any indirect losses caused to the Customer unless such a loss has been caused wilfully or through gross negligence, such as loss of income or unrealised gains caused by any disruptions or errors of Credentials or OP eServices.

In circumstances as regulated by the Payment Services Act, the limitation of liability stated above shall apply only to liability for any indirect losses occurred in the execution of the payment order. However, the Service Provider is not liable for any indirect losses if the Customer is a company or an entity.

The Customer using the service must take reasonable measures in order to mitigate his/her loss. If he/she omits to do so, he/she will be liable for the share of the loss which he/she could have avoided if he/she had taken said measures. Compensation for loss paid by the bank on the basis of an unlawful procedure or a procedure in breach of the agreement can be adjusted if said compensation is unreasonable in view of the cause of the violation, the Customer's possible contributory negligence, the Service Provider's opportunities to foresee and prevent the occurrence of loss, and other circumstances.

The Service Provider is not responsible for Third Party service providers' services, products or data security problems that are caused by the fact that the Customer enables the access of a Third Party service provider's application or software to OP eServices.

The Service Provider is not liable for any loss caused by the Customer's equipment, and software and systems on the Customer's computer or telecommunications.

The aforementioned limitation of liability shall also apply to the Other Service Providers and their services.

## 19 Information provided to Service Provider or Other Service Provider and Customer's responsibility for such information

The Customer must provide the Service Provider or the Other Service Provider with his/her name, personal identity code, postal address, telephone number, domicile and, if required by the Service Provider or the Other Service Provider, a specimen signature.

The Customer shall notify the Service Provider or the Other Service Provider of any changes in the aforementioned information. The Service Provider or Other Service Provider also has the right to obtain such information from the Population Register Centre. The Customer must notify of such changes in order for the Service Provider or the Other Service Provider to be able to verify in exceptional circumstances the authenticity of the service used, order issued or message sent by the Customer.

If the Customer has given permission to the delivery of information subject to bank secrecy as a text message or by email, instead of a message via the secure OP eServices, he/she shall inform his/her new contact details on OP eServices or at bank branches if he/she wants messages to be sent to his/her new telephone number or email address.

If the aforementioned information was already provided earlier to the Service Provider or the Other Service Provider, the Service Provider or the Other Service Provider may use such information entered in its customer data file.

## 20 Service Provider's right to use personal credit information

In connection with conclusion of the OP eServices Agreement or Online Banking Agreement, the Service Provider may check the Customer's credit history available from the credit information register maintained by a credit reference agency (e.g. Suomen Asiakastieto Oy).

## 21 Customer and transaction data

The Service Provider processes and archives electronically information related to the agreements and orders made by the Customer on OP eServices as well as messages sent by the Customer or other forms of Customer transactions.

The Customer has the right to obtain, against payment, a copy of electronically archived agreements.

The Service Provider processes the Customer's personal data in accordance with regulations in force and in a manner described in greater detail in the Privacy Statement and the Privacy Notice. It is recommended that the Customer read such privacy protection information. The Privacy Statement and the Privacy Policy are available at [op.fi](http://op.fi) and at OP's branches. The Customer gives the Service Provider permission to process the Customer's personal data necessary for the provision of payment services.

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

The Service Provider has the right to alter the range, performance and contents of the services.

The Service Provider shall notify of any changes in the agreement, the terms and conditions or the list of service charges and fees, as specified in Clause 4 above.

Changes will enter into force at the time notified by the Service Provider, or no earlier than two (2) months of the date when the Service Provider sent the notification to the Customer.

The Agreement will continue to be effective with the altered content unless the Customer informs the Service Provider in writing by the notified effective date of said changes that he/she disagrees with the changes. The Customer has the right, until the effective date of the changes, to terminate the agreement with immediate effect. If the Customer disagrees with the changes, he/she and the Service Provider have the right to cancel this Agreement in accordance with Clause 23 below.

## 23 Entry into force, cancellation and termination of Agreement

The agreement will take effect upon being accepted by both parties. The Customer accepts the agreement by signing it or using an electronic authentication credential approved by the Service Provider. The Service Provider accepts the agreement by activating the service for use by the Customer. The Service Provider shall allow reasonable time for the implementation of the services.

The Agreement is effective until further notice. Agreements can also be concluded for a fixed term.

The Customer has the right to cancel the Agreement for his/her part with immediate effect by verifiably sending notice to the Service Provider.

The Service Provider has the right to cancel this Agreement applying a two (2) month notice period from the date of cancellation.

The Service Provider has the right to terminate the Agreement with immediate effect if the Customer is in material breach of the terms and conditions of this Agreement or the service is being used for any action contrary to law or in a manner that may cause harm or hazard to the Customer, Service Provider or an outsider.

The Service Provider will send the Customer a notice of termination as a message on OP eServices in writing or electronically in a manner specifically agreed on. The Service Provider shall send the Customer a notice of termination due to infrequent use and a notice of cancellation in writing or electronically specifically agreed.

Upon termination or cancellation of the agreement, the charges and fees applicable to the service will fall due for payment immediately upon expiry of the period of notice of the agreement or the effective date of the cancellation. The Service Provider shall refund the amount of charges and fees paid in advance by the Consumer for the period following the termination of the agreement.

## 23.1 Right to cancel the agreement in distance selling

In distance selling, a Consumer has the right of withdrawal referred to in Chapter 6a of the Consumer Protection Act. This right is valid for 14 days of the date when the distance selling agreement was established. If the Consumer wishes to use his/her right of withdrawal, he/she must notify the Service Provider thereof in a verifiable manner. Such notification must specify the agreement to be cancelled.

The Service Provider has the right to charge the Consumer charges and fees based on its list of service charges and fees, if he/she exercises his/her right of withdrawal.

## 24 Rights relating to OP eServices

Proprietary right, copyrights, trademarks and other intellectual property rights relating to OP eServices belong to the Service Provider, a company or entity within OP Financial Group or to a Third Party.

The Customer may save and print out material from OP eServices for personal use and family members' use only. The copying, distribution and alteration of material, the linking of websites and all commercial exploitation or publication without specific prior written permission from the Service Provider or any other holder of the rights are prohibited.

## 25 Force majeure

Neither contracting party is liable for any loss if it can be proven that the party has been prevented from fulfilling an obligation for an unusual and unforeseen reason beyond their control which has resulted in consequences that could not have been avoided by exercise of all due care. Neither is the Service Provider liable for any loss arising from the fulfilment of any obligation under this Agreement if such fulfilment were against any obligations prescribed for the Service Provider elsewhere in legislation.

A contracting party shall, as soon as possible, notify the other party of a force majeure circumstance. The Service Provider may announce such a force majeure circumstance on its website or in a national daily newspaper.

## 26 Assignment of the agreement

The Service Provider has the right to assign this Agreement to an OP Financial Group company or entity.

## 27 Customer advisory service and non-judicial procedures

The Customer shall always primarily contact his/her Service Provider in any questions arising from this agreement and the terms and conditions herein. Any complaints or claims shall be submitted in writing.

If the customer disagrees with the Service Provider's decision, he/she can submit the matter in writing to OP's Customer Ombudsman. Customer Ombudsman's handling is independent of the previous decision, a fast and free-of-charge complaint-handling body.

Consumers and small businesses may 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)). Users of payment services may also contact the Finnish Financial Supervisory Authority. For issues related to strong electronic authentication, private customers may contact the Finnish Communications Regulatory Authority.

## 28 Regulators

The Finnish Financial Supervisory Authority oversees credit and financial institutions, fund management companies and investment firms and insurance companies belonging to OP Financial Group. Finnish Financial Supervisory Authority: Financial Supervisory Authority, Snellmaninkatu 6, P.O. Box 103, 00101 Helsinki [www.finanssivalvonta.fi](http://www.finanssivalvonta.fi)



The Finnish Communications Regulatory Authority supervises compliance with the Act on Strong Electronic Identification and Electronic Trust Services. Finnish Communications Regulatory Authority:  
Itämerenkatu 3 A, P.O. Box 313, Helsinki, [www.viestintavirasto.fi](http://www.viestintavirasto.fi)

The Data Protection Ombudsman supervises compliance with regulations governing personal data. Office of the Data Protection Ombudsman:  
Ratapihantie 9, 6th floor, 00520 Helsinki.  
Postal address PO Box 800, 00521 Helsinki, [www.tietosuoja.fi](http://www.tietosuoja.fi)

## 29 Applicable law and jurisdiction

The laws of Finland shall apply to this agreement and its terms and conditions.

### Consumer customers:

The service provider 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 reside or has no 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. If the customer is not a resident of an EU member state, disputes will be submitted to the Helsinki District Court.

### Other than consumer customers:

Any disputes that may arise from this agreement shall primarily be settled by way of negotiation. If disputes cannot be settled by way of negotiation, they will be submitted to the district court where the Service Provider is domiciled.

## The Terms of Agreement for Pohjola Insurance Ltd's Non-life Insurance Online Services for Private Customers

### 1 General information

Pohjola Insurance online services (hereinafter eInsurance Services) is a type of electronic service for authenticated customers, which may include services provided by Pohjola Insurance Ltd (hereinafter Pohjola Insurance), other OP Financial Group companies or entities and third parties, and using said services is possible under this agreement.

OP Financial Group consists of OP Cooperative, its existing and future subsidiaries (such as OP Corporate Bank plc and OP-Services Ltd), its Group companies (such as Pohjola Insurance Ltd), entities and foundations and their subsidiaries, OP Cooperative's member cooperative banks and their subsidiaries, OVI Insurance Ltd, 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.

All of the services under this Agreement are intended for use in the Finnish market by private customers permanently residing in Finland. The laws of Finland shall apply to eInsurance Services, regardless of the country from which the services are accessed.

### 2 Parties

Pohjola Insurance organises and maintains eInsurance Services, and OP and other OP Financial Group companies and entities may provide services offered via eInsurance Services. Pohjola Insurance and these service providers are hereinafter referred to as Service Provider, individually and/or collectively.

Information on the Service Providers can be found at op.fi. An agreement for eInsurance Services with Pohjola Insurance may be concluded by a private person aged 18 or over and a legally competent private person (Customer) residing permanently in Finland.

The Customer's contact details are regarded as having been provided to both Pohjola Insurance and the Service Providers upon conclusion of the agreement. With respect to services provided under this Agreement, each Service Provider company is liable for the online services they provide.

### 3 Terms and conditions of agreement

These terms and conditions shall apply to eInsurance Services specified in this Agreement concluded between the Customer and the Service Provider. The Customer agrees to these terms and conditions upon acceptance of the Agreement on eInsurance Services. The terms and conditions valid at any given time are accessible via eInsurance Services.

Pohjola Insurance has the right to apply its own customer selection criteria in granting access to eInsurance Services.

Agreements and services provided and used on eInsurance Services are primarily governed by the terms and conditions of the agreements and services in question and secondarily by these terms and conditions.

### 4 Content of eInsurance Services eInsurance Services includes electronic transaction and other services.

The Customer can access the services via a computer, telephone or any other suitable terminal to the extent and with the equipment that the Service Provider deems appropriate at the time. The range of services provided through the various equipment may differ in content and functions both from each other and from the services provided by some other means.

Service descriptions found in the terms and conditions present the current content and extent of the services. The service descriptions valid at any given time are accessible through eInsurance Services.

The Service Provider reserves the right to change the range, extent and content of the services by notifying the Customer thereof on eInsurance Services no later than fourteen (14) days before the change takes effect.

### 5 Third party services

Services provided by third parties, such as a range of information services, may also be offered on or transmitted through eInsurance Services. A foreign company or entity may also act as a third party.

Services by third parties are offered and transmitted on an "as is" basis and without commitment. The Service Provider is not liable for the content, availability or performance of the information or service produced, provided or published by a third party or for any loss that may

arise from their use. The Service Provider is not a party to any agreements between the Customer and any third party and accepts no responsibility for the fulfilment of such agreements and their terms and conditions.

### 6 User Identifiers for eInsurance Services

In order to use eInsurance Services, the Customer must have online service user identifiers provided by a bank with which Pohjola Insurance has concluded an agreement for the use of these identifiers. The use of identifiers is equivalent to the verification of the Customer's identity from an official document proving a person's identity.

User identifiers refer to a username, password, key code list or an equivalent identifier or a combination thereof.

The use of online service User Identifiers is governed by the terms and conditions of the bank issuing the identifiers.

The Customer accepts and confirms all transactions executed on eInsurance Services, such as agreements, orders or messages, in a manner as required on the services at the time using the aforementioned identifiers. Their use is equivalent to the Customer's signature and all transactions signed using identifiers are binding on the Customer.

Pohjola Insurance has the right to shift from use of the current user identifiers to that of another similar identifier system by notifying the Customer thereof in advance within a reasonable time.

### 7 Software, hardware and telecommunications

The Customer is responsible for having the hardware, software and telecommunication connections required by eInsurance Services. The Customer is responsible for their security, performance and compatibility with the services and for their maintenance, operating and data communications costs. The Service Provider does not guarantee that the Customer's own equipment can be used for the services.

The Service Provider will not accept liability for any loss caused to the Customer in respect of flawed or lost information on a public data network or on a network owned, managed or used by the Customer under the agreement.

Nor is the Service Provider liable for any loss incurred by the Customer due to materialised information security risks.

The Service Provider reserves the right to change hardware and software specifications or other service functions by notifying the Customer thereof on eInsurance Services or Pohjola Insurance's or OP Financial Group's website no later than fourteen (14) days before said change takes effect.

### 8 Service charges and fees

The Service Provider has the right to collect service charges or other types of fees for the eServices agreement and for services whose use requires user identifiers, as specified in the terms and conditions for the service in question, in the applicable list of service charges and fees, or elsewhere. Charges and fees related to eInsurance Services may vary in amount from the charges and fees for services provided in other ways.

### 9 Access rights and responsibility for using the services

The Customer's access right is always personal in nature and the Customer must keep his/her user identifiers carefully.

The Customer is held liable for any unauthorised use of his/her user identifiers if:

- 1) The consumer customer has disclosed or handed his User Identifiers over to another person;
- 2) the User Identifiers get lost or fall into the possession or hands of an unauthorised person or their unauthorised use is due to the Customer's negligence; or
- 3) he/she has failed in his/her duty to notify the Service Provider of his/her user identifiers getting lost, falling into the hands of an unauthorised person or their unauthorised use without undue delay upon detecting such a circumstance.

The Customer is not held liable for any unauthorised use of his/her user identifiers after the Service Provider has been notified of their getting lost. Nevertheless, the Customer is always held liable for any unauthorised use

of his/her user identifiers if he/she or the user of the user identifiers has intentionally filed a false report or otherwise acted with fraudulent intent.

The Service Provider's other customer may authorise the Customer to manage the other customer's agreements via eInsurance Services. Pohjola Insurance shall issue the Customer with access rights to the other customer's data to the extent enabled by such authorisation given by the other customer. The principal shall be held liable for all transactions and messages performed or sent on the basis of the authorisation as long as the principal has not duly cancelled said authorisation.

## 10 Service hours

eInsurance Services is available on a 24/7 basis, excluding downtime due to servicing, updating, maintenance, disruptions and other similar reasons. The Service Provider does not guarantee the Customer uninterrupted access to the services, and is not liable for any loss that may arise from a breakdown or downtime. Whenever necessary, the Service Provider may restrict the service hours by notifying the Customer thereof on eInsurance Services or Pohjola Insurance's and an OP cooperative bank's website.

The Service Provider allows a reasonable amount of time for the execution of transactions requested by the Customer, taking account of what the terms and conditions of the agreement or service in question stipulate. The Service Provider does not guarantee that orders other messages will be processed in the manner or within the time specified by the Customer in his/her message, nor is the Service Provider liable for any loss that this may cause to the Customer.

## 11 Right to suspend the service

The Service Provider reserves the right to cancel the Customer's access right to eInsurance Services and not to complete the Customer's order and not to process his/his application if

- the Customer's hardware, software or data communications present a risk to the security of the service or the protection of data security otherwise so requires;
- there is reason to suspect that the service is being used in a way that might prove harmful to the parties or a third party;
- the Customer does not observe this agreement;
- the Customer has notified of unauthorised use of user identifiers on eInsurance Services or that the user identifiers have presumably fallen into the hands of an unauthorised party;
- the other customer has cancelled his/her authorisation given to the Customer;
- it is deemed necessary for commercial reasons; or
- it is due to a force majeure event or some other reason beyond the Service Providers control, or to some other cogent reason.

The Service Provider is not liable for any loss caused to the Customer due to the suspension of the service. The Service Provider is not obliged to inform the Customer if an order is suspended or not executed as a result of the reasons mentioned above.

## 12 Service Provider notifications and messages

The Service Provider shall notify the Customer of any changes in this Agreement, its terms and conditions, and the list of service charges and fees in electronic format via the Customer's eInsurance Services.

These are considered to have been brought to the Customer's attention on the seventh (7) day of the day on which they arrived on the Customer's eInsurance Services at the latest.

The Customer is obliged to actively monitor the messages and notifications sent by the Service Provider via eInsurance Services.

## 13 Responsibility for information provided, verification of information and processing of information

The Customer is liable for the accuracy and completeness of the information provided via eInsurance Services. The Service Provider processes transactions on the basis of the information provided and is under no obligation to check or complement the information. However, should the information provided by the Customer be found to be incorrect or incomplete or the information is destroyed, the Customer shall provide new information upon request.

The Service Provider shall not be held liable for any loss caused to the Customer as a result of errors or defects in the information provided by the Customer.

The Service Provider has the right to electronically store and archive any information related to the agreements and orders made by the Customer, messages sent and other transactions executed by the Customer on the services.

The Service Provider shall process information on agreements made electronically and on electronic transactions for the purpose of customer relationship management, marketing and risk management, and in order to ensure data security and enhance the eServices' quality and other business.

The Service Provider has the right to record customer calls in the manner described in the customer data file description.

The Service Provider and its employees are bound by an obligation of secrecy with respect to customer data, in accordance with the Insurance Companies Act and/or the Act on Credit Institutions.

Information presented through eInsurance Services cannot be regarded as an offer, solicitation, commitment or other expression binding on the Service Provider unless otherwise separately or expressly agreed.

## 14 Limitation of the Service Provider's liability

In addition to what has been stipulated elsewhere herein on the Service Provider's limitation of liability, the following shall apply:

- The Service Provider is not liable for any indirect or consequential loss caused to the Customer.
- The Service Provider is not liable for any loss caused by force majeure or an unreasonable impairment of its operations resulting from a similar cause. Such a force majeure event may include action taken by an authority, a breakdown in electronic communications or electricity supply beyond the Service Provider's control, or industrial action.
- The Customer is not entitled to compensation due to cancellation, dissolution or other termination of this Agreement or to a breakdown or interruption in a user connection.

## 15 Complaints and claims regarding the service

The Customer should file any complaints about the service or the execution of a transaction in writing or by sending a message to Pohjola Insurance via eInsurance Services without delay, or no later than one (1) month of the date when the Customer detected or should have detected the grounds for the complaint. If the complaint is not filed within this time, Pohjola Insurance deems that the Customer has accepted the transaction.

The Customer shall present to the Service Provider any claims arising from an error due to the Service Provider in writing or by sending a message with sufficiently detailed information via eInsurance Services as soon as the loss is discovered but no later than two (2) months of the date when the Customer discovered or could have discovered the loss.

Complaints and claims must be presented directly to the company that provides the service in question.

Complaints and claims related to third parties must be presented directly to the third party in question.

## 16 Pohjola Insurance's right to alter the terms and conditions

Pohjola Insurance has the right to alter the terms and conditions of this agreement by notifying the Customer thereof no later than two (2) months before such alteration takes effect.

The altered terms shall also apply to agreements concluded before the alterations took effect. Should the Customer not accept the altered terms and conditions, he/she must give written notice of termination of this Agreement before the alteration takes effect.

The Customer is deemed to have accepted the alteration when Pohjola Insurance has notified of the alteration in the abovementioned manner and the Customer continues to use the service after the alteration took effect or has not cancelled the agreement as described above.

## 17 Entry into force, termination and assignment of the Agreement

This agreement takes effect and the Customer's right of access begins when Pohjola Insurance has received and accepted the Customer's signed copy of the agreement and the other requirements specified in this agreement have been met. Pohjola Insurance allows a reasonable period of time for the implementation of the service.

This agreement is effective until further notice.

The Customer may cancel this agreement without a period of notice. Pohjola Insurance allows reasonable time to cancel the right of access. Pohjola Insurance may terminate this agreement at one (1) month's notice. Such termination must be performed in writing or by sending a message via eInsurance Services.

If the Customer moves abroad permanently or loses his/her status of legal competency or dies or is declared bankrupt or forfeits his/her right to use his/her user identifiers for eInsurance Services, Pohjola Insurance has the right to deem the eServices Agreement to have ceased with immediate effect without notice of termination, unless otherwise agreed in individual cases. This agreement and the Customer's right of access also cease to be effective in the abovementioned manner if the Customer has not used his/her eInsurance Services for five (5) years. It is the Customer's duty to notify of any changes to information related to place of residence or status of legal competency.

Pohjola Insurance also has the right to cancel this agreement if the service has been suspended due to a reason attributable to the Customer's conduct, such as misuse of the service or the Customer is otherwise in material breach of the terms and conditions of this agreement. Such cancellation will terminate the agreement with immediate effect.

The Service Provider shall complete the orders which the Customer has issued via eInsurance Services during the period of validity of this agreement.

The Customer has no right to transfer this agreement to a third party. Pohjola Insurance has the right to transfer this agreement to an OP Financial Group company or entity.

#### 18 Rights relating to the service

Proprietary right, copyrights, trademarks and other intellectual property rights relating to eInsurance Services belong to Pohjola Insurance, a company or entity within OP Financial Group or a third party.

The Customer may save and print out material from eInsurance Services for personal use and family members' use only. The copying, distribution and alteration of material, linking to websites and all commercial exploitation or publication without specific prior written authorisation from Pohjola Insurance or any other holder of the rights are likewise prohibited.

#### 19 Customer advisory service and non-judicial procedures

The Customer shall always primarily contact his/her Service Provider in the case of questions arising from this agreement and the terms and conditions herein. Any complaints or claims shall be submitted in writing.

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

#### 20 Regulator

The Finnish Financial Supervisory Authority oversees credit and financial institutions, fund management companies and investment firms and insurance companies belonging to OP Financial Group.  
Finnish Financial Supervisory Authority:  
Snellmaninkatu 6, P.O. Box 103, 00101 Helsinki, [www.fiva.fi](http://www.fiva.fi).

#### 21 Applicable law and settlement of disputes

The laws of Finland shall apply to this agreement and its terms and conditions.

A Customer may bring an action against the Service Provider concerning disputes that may arise from this Agreement in the district court of the Finnish municipality in the jurisdiction in which he resides or in the district court in the jurisdiction in which the Service Provider is domiciled or its management is mainly based. If the Customer is not a resident of Finland, disputes will be submitted to Helsinki District Court.

The Service Provider may bring an action concerning disputes that may arise from this agreement in the district court of the Finnish municipality in the jurisdiction in which the Customer resides or has a permanent place of residence. If the Customer is not a resident of Finland, disputes will be submitted to the district court of the jurisdiction in which the Service Provider is domiciled or its management is mainly based, or to Helsinki District Court.