



Applicable as of 4 April 2016

I SCOPE OF APPLICATION

The common section of these general terms and conditions shall apply to all payment transaction services provided by the Bank to non-consumer customers, as well as to the sending and receiving of electronic invoices/bills (eInvoices or eBills). The special, service-specific section of the terms and conditions shall apply only to the extent that the Bank and the Customer have concluded an agreement on the use of the Service in question.

The Bank and the Customer shall conclude a separate Cash Services Agreement for services involving cash.

In the event of any discrepancy or inconsistency between the sections of the terms and conditions, the service-specific section pertaining to the Service in question shall prevail.

In case the Customer concludes an agreement for one or more Services and accepts these terms and conditions, these new terms and conditions shall also apply to those Services already used by the Customer, superseding the terms and conditions previously in force.

1 Application of the Finnish Payment Services Act and other laws

The provisions governing disclosure of information prior to conclusion of an agreement and during the contractual relationship laid down in the Payment Services Act and other laws shall not apply to contractual relationships within the scope of application of these terms and conditions, unless otherwise stipulated below.

II COMMON SECTION

1 Definitions

Bank is an OP Financial Group member bank with which the Customer has concluded this agreement.

Banking day is a day on which the Bank is open for business so as to be able to execute a payment transaction.

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

Customer is an entrepreneur or a legal person who concludes this agreement for the Service with the Bank. The stipulations below of these terms and conditions pertaining to the Customer shall, to the appropriate extent, also apply to holders of Service User Identifiers.

Debtor is a Customer who has signed a credit agreement and owes the Bank the amount of the available credit.

Electronic Service Channels refer to Corporate eServices, OP eServices for small corporate and institutional customers, Batch Transfer Service, Cash Management Service, Web Services or another electronic transaction service offered by the Bank.

Holder of Service User Identifiers is a person authorised to use the Service, to whom the Customer has given the Service User Identifiers.

Material handler is a party (eg an accounting firm) authorised by the Customer to manage Payment Transaction Services for the Customer. It is not the Bank's supplier.

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

Other service provider is an OP Financial Group company or institution.

Payment order is an order given by the payment service user to his bank to execute a payment transaction as a credit transfer, money order, cash payment or by means of a payment card or another payment instrument. 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 and the execution of payment transactions.

Payment transaction refers to a procedure whereby funds are transferred, withdrawn or made available, with the exception of transactions related to deposit interest credited. For example, a credit transfer, cash withdrawal and SEPA direct debit constitute a payment transaction.

Payment transaction services refer to services for payment and account information used in an Electronic Service Channel.

Schedule attachment is an attachment which determines the file-specific commencement date for the execution of a payment order.

Service refers to an account, Electronic Service Channels, Payment Transaction Services, sending and receiving eInvoices/eBills, and other services as referred to in the special, service-specific section of the terms and conditions.

Service User Identifiers are a user-specific instrument or method, or a combination of these (such as user IDs, passwords, lists of single-use numeric keys, PATU banking security keys, and the secret key of the PKI (public key infrastructure) key pair for the Web Services channel) that are needed for use of the Service.

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

2 Entry into force and duration of the agreement

The agreement comes into force as soon as the Customer and the Bank have signed this agreement and the Bank has approved an application filed by the Customer via the Electronic Service Channel. The Bank has the right to require that a decision made by the Customer's competent body on conclusion of the agreement be sent to the Bank.

The Bank allows reasonable time for the implementation of the Service.

The agreement will remain effective until further notice, unless otherwise agreed.

3 Service charges and fees

The Bank has the right to debit the Customer's account charges and fees for payment transactions and file transfers, and use of the services based on the Bank's list of service charges and fees valid from time to time, or charges and fees separately agreed upon with the Customer. The Customer must ensure that the agreed account has sufficient funds to pay such charges and fees. The list of service charges and fees valid from time to time is available from the Bank's branches.

The Bank has the right to collect a user charge for the Certificate of the Web Services channel in accordance with its list of service charges and fees even if the related agreement or User ID has been locked.

The Bank has the right to deduct a fee from an incoming payment, according to its list of service charges and fees, before the related amount is credited to the Customer's account.



4 Communication between the Bank and the Customer

4.1 Bank notifications

The Bank has the right to send the Customer, or otherwise make available to the Customer, notifications and messages of any material changes in the Customer's agreement and its terms and conditions using the Electronic Service Channel.

All banks belonging to OP Financial Group have the right to send the Customer, or otherwise make available to the Customer, information related to the Services and all other notifications (such as notices, offers, replies, confirmations, and other messages subject to bank secrecy) under this agreement or other agreements concluded between the Bank and the Customer, using the Electronic Service Channel.

If the Customer has no agreement for use of the Electronic Service Channel or an OP Financial Group member bank cannot send or make available to the Customer messages via the Electronic Service Channel, OP Financial Group member banks will send said messages by post to the address obtained by the Bank from the relevant registration authority or the Business Information System, or to another address agreed upon with the Bank.

Reference interest rates applicable to the account and credit, and exchange rates applicable to payment transactions are available from the Bank's branches and on the Bank's website at op.fi.

Reporting payment transactions

The Bank will report payment transactions in a manner specified in the Account Agreement or another payment services agreement.

Date of receipt of information

When the Bank makes information or a notification available to the Customer in the Electronic Service Channel or sends it to the aforementioned address, the Customer is regarded as having received said information or notification no later than the seventh (7th) day following its making available or sending. The Customer is regarded as having received the information or notification immediately if the Bank and the Customer have separately agreed on the use of fax and the information has been sent to the fax number last notified to the Bank by the Customer.

4.2 Contacts with the Bank

The Customer may contact the Bank by sending a customer message via the Electronic Service Channel, visit any of the Bank's branches in person or phone the Bank, with the following exceptions:

- Reports on lost Service User Identifiers shall be filed with the Deactivation Service as specified in clause Deactivation of Service User Identifiers of the terms and conditions under the special, service-specific section. No other reports may be filed with the Deactivation Service. The Bank shall ignore any possible reports other than those related to lost/stolen user identifiers.
- The Customer may not give the Bank any orders, authorisations or instructions in the form of a customer message via the Electronic Service Channel.

Language for transactions

The Customer can perform his transactions in Finnish or Swedish according to the Bank's offering and depending on the branch, service channel or Service in question, unless otherwise separately agreed with the Customer. If the Customer wishes to use a language other than Finnish or Swedish, he will be liable for costs arising from obtaining and using interpretation services.

5 Information required by the Bank

The Customer is responsible for providing the Bank with true and correct information and is liable for any loss that may be caused by providing the Bank or any Other Service Provider with incomplete or

incorrect information. The Bank and Other Service Provider is under no obligation to verify or supplement information.

A person or company opening an account shall provide the Bank with information on the account holder. The account holder shall provide the Bank with information on persons with the right of access to the account.

The Customer, the person/company opening an account, the account holder and the person with the right of access to the account shall inform the Bank of their name, personal identity code and/or business ID, postal address, telephone number and domicile. If required by the Bank, the person with the right of access to the account and the Customer's representatives must provide the Bank with their specimen signatures. The Customer and the person with the right of access to the account shall inform the Bank of any changes in the aforementioned information in order for the Bank to be able to verify in exceptional circumstances the authenticity of the service used, the order given or the message sent by the Customer.

The Customer shall provide the Bank with an extract from the relevant public register if any changes occur in matters in the public register.

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

If the Customer has given permission to the delivery of information subject to bank secrecy as an SMS or by email, he shall inform of his new contact details if he wants messages to be sent to his new telephone number or email address. The account holder shall inform of his fax number and any changes therein, if the Bank and the Customer have agreed on sending information by fax.

The Customer shall immediately inform the Bank in writing of any authorisations to use the Services and of any material changes related to the use of the Services and to the handling of data and orders specified in this agreement. The Bank allows reasonable time to implement the changes reported by the Customer.

The Customer shall provide the Bank with its financial statements, notes included, within 30 days of the completion date of the financial statements set forth in the Accounting Act. In addition, the Customer shall provide the Bank with its interim accounts or similar reports as soon as they have been completed and in such a way that the Bank will receive the Customer's financial information at a minimum of six (6) months' interval, and other information on the Customer's financial position upon request or in a manner agreed separately.

5.1 Debtor's obligation to disclose information

If the account has a credit facility, the account holder shall, upon request, provide the Bank with information the Bank requires on its financial position. The account holder shall also promptly inform the Bank of any material changes in its business, in advance if possible and immediately upon their occurrence at the latest. These changes include

- a changed domicile, type of business organisation or line of business
- closing down the business, its substantial expansion or contraction
- material changes in parties bound by financial interests with the account holder and in the account holder's ownership base
- the account holder's holdings in and material commitments to other companies.

6 Service User Identifiers

Use of the Service User Identifiers is equivalent to the Customer's signature, and all orders given, messages sent, applications submitted, and agreements concluded using such identifiers are binding on the Customer in relation to the Bank or Other Service Provider. If the Customer has used the Service User Identifiers to give permission to a payment transaction, he shall be deemed to



have given his permission to the execution of the payment transaction.

The Customer shall be bound by any and all measures taken by the Customer's employees or other holders of the Service User Identifiers through the use of the Service User Identifiers.

The Customer shall ensure and verify that the Service is used in accordance with these terms and conditions and any Service-specific instructions.

6.1 Customer's responsibility for the Service User Identifiers

The Customer shall carefully store his Service User Identifiers so that no unauthorised party can obtain them. Multi-part Service User Identifiers shall be kept separate from one another and the Customer shall follow the Bank's instructions when handling them.

The Customer is responsible for ensuring that the holder of the Service User Identifiers has the right to use the Service. The Customer is also responsible for ensuring that his employees or other holders of the Service User Identifiers are aware of these responsibilities and the terms and conditions and possible instructions for use related to the Service.

If the Service User Identifiers are lost or fall into the hands of an unauthorised party or if the Customer suspects that they have fallen into the hands of such a party, he must immediately report to the Bank in order to prevent unauthorised use of the Service. Such report related to the identifiers issued by the Bank shall be filed as stated under Loss of Service User Identifiers in the special, Service-specific terms and conditions.

Instructions for reporting lost Service User Identifiers are available on the Bank's website at op.fi.

With respect to other identifiers accepted by the Bank, such a report on lost identifiers must be filed in accordance with the terms of use for the relevant identifier or certificate.

The Customer is responsible for any and all transactions executed using the Service User Identifiers and for any loss that may arise from such transactions, until the Bank has received a report on the loss of the identifiers or on the identifiers falling into the hands of an unauthorised party.

Nevertheless, the Customer shall always be held liable for any unauthorised use of the Service User Identifiers if the Customer or a holder of such identifiers has intentionally filed a false report or otherwise acted with fraudulent intent.

6.2 Bank's right to deactivate the Service User Identifiers

The Bank shall have the right to deactivate the Service User Identifiers and prevent their use if:

- 1) the security of their use is in jeopardy;
- 2) there is reason to suspect that they are being used in an unauthorised manner or with fraudulent intent; or
- 3) they entitle their holder to use credit, and the risk of the Customer as debtor failing to fulfil his repayment obligation has risen considerably.

The Bank shall inform the Customer of deactivating the Service User Identifiers primarily by calling the telephone number notified to the Bank. If this fails, the Bank shall notify in writing of said deactivation.

The Customer may request reactivation of his Service User Identifiers when filing a report of loss by completing a specific form available on the Bank's website at op.fi.

The Bank will reactivate the Service User Identifiers or issue new ones, provided that grounds for deactivation no longer exist.

7 Required hardware, software and telecommunications, and Customer responsibility

The Customer is responsible for ensuring that he has the hardware, software and telecommunications required for access to the Service, and for their performance and security as well as operating and maintenance costs. The Bank is not responsible for the Service's compatibility with the hardware, software, settings, systems or user interfaces acquired by the Customer. The Customer shall pay his telecommunications costs.

The Customer and the Bank are severally responsible for ensuring that the data security of their respective information systems and the data transferred between the Bank and the Customer has been organised in the appropriate manner. Nevertheless, the Bank's information systems may suffer disruptions or errors, for which the Bank is not responsible.

If the Bank detects a threat to data security posed by data received from the Customer, it may examine the data with respect to the data security threat or let an external data-security expert examine the data.

The Customer is responsible for the security of the computers and other equipment it uses and related costs, for instance, with respect to the firewall, anti-virus software and the required updates.

The Bank shall not accept liability for damage or 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 any agreement.

The Bank is under no obligation to provide the Customer with technical support or maintenance services, unless otherwise agreed.

8 Bank's right to suspend the use of Service

The Bank has the right to suspend the use of a Service, restrict access thereto, choose not to execute an order submitted to the Bank or handle data sent to the Bank:

- during software updates, maintenance or servicing and repair;
- during power failures and service downtime of electronic communication means;
- if the Customer, the Customer's hardware, or software, systems or telecommunication connections on the Customer's computer cause disruption or security of use of the Service is for this or some other reason endangered;
- in order to protect Customers and users against security or data security risks;
- by virtue of law or an official regulation;
- if the Bank has a justified reason to suspect that the Service is being used for any action contrary to law or in a manner that may cause loss or damage or the risk of loss or damage to the Bank, Customer or a Third Party;
- if the Customer acts contrary to law or good practice, or is in material breach of the terms and conditions of the Service or its instructions;
- if the Customer is being placed in bankruptcy or liquidation, is subject to financial restructuring or another insolvency procedure, or the Customer files for composition or is in default of payments; or
- the Customer moves its domicile abroad.

The Bank aims to notify in advance of any suspension of its Service known by it within a reasonable time prior to said suspension. The Bank is not liable for any direct or indirect loss caused by said suspension.

9 Complaints

If the Customer has detected any error or problem related to the Service, he shall contact the Bank to troubleshoot and fix the error or problem.



Any complaints and claims regarding the Services and Payment Services shall be filed in writing and duly specified with the Bank as soon as an error or loss/damage has been detected, but no later than three (3) months of the date of the occurrence of the loss/damage and, with respect to payment transactions, of the date of debiting or crediting the account. Unless such a complaint has been filed within the stipulated time mentioned above, the Bank shall bear no responsibility for the occurrence detected and the Customer shall have no right to claim damages in this respect.

10 Limitation of liability for damages

The Bank's liability towards the Customer shall be limited to the direct loss caused by the Bank's breach of the Payment Services Act or these terms and conditions. Such direct losses include interest loss, service fees charged by the Bank and the necessary costs incurred by the Customer in his efforts to have the breach or negligence remedied.

The Customer shall take reasonable measures in order to mitigate his loss. If the Customer fails to do this, he is liable for the loss in this respect. Damages payable by the Bank for breach of either the Payment Services Act or the agreement may be adjusted if the amount is unreasonable in view of the reason for the breach, the Customer's possible contributory negligence, the amount of consideration paid for the payment service, the Bank's chances of foreseeing the loss and preventing it from occurring, and any other relevant circumstances.

Under no circumstances shall the contracting party be held liable for any indirect or consequential loss, such as loss of income or lost profit, or for any similar loss unless otherwise agreed separately.

11 Other limitations of the Bank's liability

The Bank shall be liable neither for costs incurred by the Customer due to an inaccurate or flawed order submitted by the Customer nor for an order sent more than once by the Customer.

In no respect shall the Bank be liable for a Third Party's action or the content or performance of the information, products and services supplied by the Third Party. The Bank is not a party to agreements between the Customer and a Third Party and is not responsible for the fulfilment of such agreements and the terms and conditions thereof.

12 Changes in the agreement, terms and conditions, and charges and fees

12.1 Changes in the agreement and its terms and conditions

Agreements effective until further notice

The Bank shall inform the Customer of any change that reduces his rights or increases his obligations, which is not due to a legislative amendment or an official decision, in accordance with Clause 4.1. above. Said change will take effect in one month's time of the date of receipt of information under Clause 4.1. above, at the earliest. The agreement will continue to be effective with the altered content unless the Customer informs the Bank in writing by the effective date of said change that he disagrees with the change. If the Customer disagrees with the change made to the agreement or the terms and conditions, the Customer and the Bank will have the right to terminate this agreement as stipulated in Clause 13 below. The Bank shall not charge the Customer any costs incurred by the Bank due to such termination.

With respect to changes that do not substantially increase the Customer's obligations or substantially reduce his rights or are due to a legislative amendment, an official decision, or changes in payment systems, the Bank has the right to publish such changes at its branches and in the Electronic Service Channels. Such changes will take effect on a date indicated by the Bank. The agreement will continue to be effective with the altered content unless the Customer terminates it prior to entry into force of said change.

Fixed-term agreements

With respect to changes that are due to a legislative amendment or an official decision, the Bank has the right to publish such changes at its branches and in the Electronic Service Channels. Such changes will take effect on a date indicated by the Bank. The agreement will continue to be effective with the altered content unless the Customer terminates it prior to entry into force of said change.

12.2 Changes in service charges and fees

A new charge or fee

The Bank will notify the Customer as stipulated in Clause 4.1 above of any alteration resulting in a new charge or fee added to this agreement not included in the list of service charges and fees on the date of signing the agreement, which is not due to a legislative amendment or an official decision. Said alteration will take effect and the Bank will have the right to collect such a new charge or fee in one month's time of the date of receipt of information under Clause 4.1. above, at the earliest.

The agreement will continue to be effective with the altered content unless the Customer notifies the Bank in writing within two months of the sending of the Bank's notification that he disagrees with the new charge or fee proposed by the Bank. If the Customer disagrees with said alteration, the Customer and the Bank have the right to terminate this agreement in accordance with Clause 13 below. The Bank shall not charge the Customer any costs incurred by the Bank due to such termination.

Other changes in charges and fees

The Bank shall inform of an increase in a charge or fee on the list of service charges and fees, and of an inclusion of a charge or fee in this agreement due to a legislative amendment or an official decision by publishing a new list of service charges and fees at its branches. The Bank will inform of said change at its branches and in the Electronic Service Channels. Changes in the list of service charges and fees will take effect in one month's time of the date of receipt of information under Clause 4.1. above, at the earliest.

The agreement will continue to be effective with the altered content unless the Customer terminates it prior to entry into force of said change.

13 Termination of the agreement

Unless otherwise stipulated in the agreement or in the Service-specific section, the Customer has the right to terminate an agreement effective until further notice, either in its entirety or for a single Service with immediate effect. Related notice of termination shall be given in writing. The Bank allows reasonable time to terminate the Services and related orders.

The Bank has the right to terminate an agreement effective until further notice either in its entirety or for a single Service at one month's notice, unless a longer term of notice has been specified in the agreement. The Bank shall send the Customer a notice of termination as stipulated in Clause 4 above. Any notice of termination applying to the Electronic Service Channel shall be given to the Customer in writing or, per separate agreement, electronically.

If the Customer has not used the Service for two (2) years, the Bank may deem the part of this agreement pertaining to said Service to have terminated without a separate notice of termination. This provision shall not apply to account agreements.

A fixed-term agreement shall expire on the agreed date unless the Customer and the Bank have separately agreed otherwise in writing prior to the expiry.



14 Cancellation of the agreement

The Bank has the right to suspend the Service and cancel the agreement in its entirety or for a single Service with immediate effect, if the Customer

- is in material breach of contractual obligations or instructions issued;
- is removed from a public register;
- moves to another country permanently; or
- uses the Service contrary to its intended purpose or laws and good practice.

The Bank shall send the Customer a notice of cancellation as stipulated in Clause 4 above. Any notice of cancellation applying to the Electronic Service Channel shall be given to the Customer in writing or, per separate agreement, electronically.

15 Effects of termination of the agreement

Upon termination of the agreement, the charges and fees applicable to the Service will fall due for immediate payment. The Customer shall pay a user fee for the Service in, or a monthly fee for, the month in which the agreement terminates, if such fees are charged for said Service. Any charges and fees paid in advance by the Customer shall not be refunded insofar as they apply to the time after termination.

After the termination of the agreement, the Customer shall remain responsible for orders made and transactions executed via the Web Services channel and other channels before the termination of the agreement. The Bank has the right to complete the orders made before the termination of the agreement unless they are separately cancelled as described in the terms and conditions of each Service.

Upon termination of the agreement, the Customer shall immediately return or destroy its Service User Identifiers and other material related to the use of the Service. Furthermore, the Customer shall agree to ensure that the Service will not be used after the termination of the agreement.

The Bank has the right to stop providing the Service and deactivate the Service User Identifiers upon termination of the agreement as described above. Thereafter, the Service can no longer be used.

16 Bank's right to disclose and store information

The bank has the right to disclose information on the Customer in accordance with applicable laws in force.

The Bank has the right to store information related to Customer transactions, events and orders in its information systems and to record telephone conversations. 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 the Bank.

17 Confidentiality

The Customer shall agree to keep any confidential information on the Services and that related thereto (such as information related to bank, insurance, business and trade secrets) strictly confidential and not to disclose it to any unauthorised party and not to use it for a purpose other than that agreed with the Bank, unless the information concerns the Customer himself or information which the Customer must reveal or disclose by virtue of mandatory laws or a court order.

18 Force majeure

Neither of the parties is liable for any loss if it/he can prove that it/he has been prevented from fulfilling an obligation by an unusual and unforeseen reason beyond its/his control which has resulted in consequences that could not have been avoided by exercise of all due care.

Neither is the Bank liable for any loss arising from the fulfilment of any obligation under this agreement if such fulfilment were against any obligations laid down for the Bank elsewhere in law.

The parties shall as soon as possible notify each other of a force majeure circumstance. The Bank may announce such a force majeure circumstance in national daily newspapers or at op.fi.

19 Assignment of the agreement

The Customer has no right to assign this agreement to a Third Party. The Bank has the right to assign this agreement, including all of the rights and obligations based thereupon, in full or in part, to a Third Party.

20 Other terms and conditions

If any of the clauses under this agreement is deemed invalid or null and void, the rest of the agreement shall nonetheless remain effective as is.

Should the Bank not exercise a right, or otherwise fail to invoke a circumstance in accordance with this agreement, or not respond to an act or omission of the other party, this shall not be deemed a waiver of rights under this agreement.

21 Applicable law, jurisdiction, regulator and out-of-court redress

The laws of Finland shall apply to the agreement, regardless of the country in which the Service is accessed.

Any disputes that may arise from this agreement shall primarily be settled by way of negotiation.

Small businesses may also submit a dispute on these Terms and Conditions to the Finnish Financial Ombudsman Bureau (www.fine.fi) or the Banking Complaints Board within the Bureau. Payment service users may report the Bank's action to the Finnish Financial Supervisory Authority (www.finanssivalvonta.fi).

In case disputes cannot be settled by way of negotiation, they will be submitted to the district court where the Bank is domiciled. At the Bank's discretion, disputes may also be submitted to a one-member Arbitral Tribunal set up by the Arbitration Institute of the Central Chamber of Commerce. Arbitration proceedings are binding and subject to the rules and regulations issued by the abovementioned Institute. Arbitration proceedings shall take place in Helsinki, Finland.

The Finnish Financial Supervisory Authority is the regulator of the credit and financial institutions, insurance companies, fund management companies and investment firms belonging to OP Financial Group. The regulator's contact information is as follows: Finanssivalvonta/Financial Supervisory Authority, P.O Box 103, FI-00101 Helsinki; www.fiva.fi

III SPECIAL, SERVICE-SPECIFIC SECTION

1 Terms of corporate accounts with credit facility

1.1 Scope of application

These terms and conditions contain provisions governing a credit facility associated with accounts. The common section of the General Terms and Conditions of Payment Transaction Services and the General Terms and Conditions for Accounts, Corporate and Institutional Customers, shall otherwise apply to the account.

1.2 Interest rate and commission on credit

The Bank will charge the agreed interest on the credit used within the credit limit and an annual commission agreed on the amount of the credit amount granted. Penalty interest specified in this agreement shall be charged for the amount in excess of the credit limit.



1.2.1 Fixed rate

The interest rate applied to fixed-rate credit remains the same throughout the loan period.

1.2.2 Interest on floating-rate credit

The total interest rate on floating-rate credit comprises a reference interest rate and a margin. The credit agreement stipulates the applicable reference interest rate and margin as well as the effect of changes in the reference interest rate on the credit interest rate.

1.2.3 Market disruption

If

- quotation of the reference interest rate ceases or is suspended or its basis of determination changes, and no statute or official decision or instructions are issued on a new reference interest rate;
- some other change or disruption occurs in the money, capital or currency market which prevents refinancing or makes refinancing significantly more difficult, thereby preventing or exacerbating the Bank's options for refinancing at an interest rate that is equivalent to the reference interest rate; or
- the Bank informs the debtor thereof and selects a new reference interest rate which is the closest equivalent to the Bank's refinancing costs,

the debtor shall have the right to terminate the credit agreement in accordance with Clause 13 of the common section of the terms and conditions.

1.2.4 Penalty interest

Penalty interest is the reference interest rate valid from time to time as referred to in §12 of the Interest Act plus fifteen (15) percentage points.

The debtor shall pay the Bank penalty interest on exceeding the credit limit from the date of deviation until the date of payment, a charge for sending a reminder and other collection charges and fees for the amount in excess of the credit limit.

The debtor shall pay the Bank penalty interest on the due amount from the due date until the payment date if the credit agreement has been cancelled, terminated or the Bank has demanded repayment of the related credit amount accordance with Clause 1.6 of these terms of corporate accounts with credit facility.

1.3 Charges and fees

This credit agreement specifies the bases of the charges and fees that are payable for the credit and the amounts charged at the time of signing the agreement, which the debtor shall pay to the Bank when repaying the debt, in accordance with this agreement and the General Terms and Conditions of the Agreement. Consequently, the agreement does not specify, for example, fees and compensation which the debtor must pay the Bank due to his failure to fulfil his obligations.

A pledgor and pledged property shall serve as primary security for all costs related to the custody and management of the pledge. If the pledgor fails to pay the costs related to the custody and management of the pledge, the Bank shall have the right to collect these costs from the debtor.

1.4 Postponement of the repayment date

If the agreed due date of the credit or credit interest falls on a normal Saturday, on a Sunday, on a public holiday (Independence Day, May Day, Christmas Eve, Christmas Day, Midsummer's Eve, or Midsummer's Day), or a day that cannot otherwise be deemed a due date in accordance with the Finnish Promissory Notes Act, the payment date for the credit amount, interest, and related expenses will be postponed until the next business day. Whenever the payment date is postponed, the Bank has the right to charge interest on all active credit, based on the interest rate determination

period preceding the date of the payment postponement date, until the new payment date.

1.5 Using credit and exceeding credit limit

1.5.1 Use of credit

If there are two or more debtors, each may singly use the credit unless otherwise agreed in writing. If any of the debtors wishes to prevent the use of credit, the Bank must be notified thereof, in which case the Bank has the right to prevent its use. Thereafter, the credit may be used only by all debtors jointly.

The debtor or a person authorised to draw down credit may draw down the credit either at a branch office of the Bank or elsewhere by using a tool or instrument intended for use of the credit. The Bank and the debtor shall agree separately on such tools and instruments given to the debtor or a person authorised to use the credit. The Bank may at any time change the manner of using the credit by notifying the debtor thereof.

1.5.2 Bank's right to prevent debtor from using credit facility

The Bank has the right to prevent the debtor from using and drawing down the credit facility if

- any of the special events of default pursuant to Clause 1.6.1 below exists;
- the Bank discovers that the collateral lodged in accordance with Clause 1.6.2 below is inadequate; or
- the Bank has sent the debtor a notice of termination regarding the credit

The Bank shall immediately inform the debtor of closing the credit facility. In such a case, the debtor and the person authorised to use the credit are obliged to return to the Bank the tools and instruments intended for use of the credit.

Following cancellation of the credit agreement, the entry into force of termination under Clause 1.16 below or the calling in of the debt under Clause 1.6 below, the debtor shall have no right to use the credit facility.

1.5.3 Closing the account due to limitation of liability of the party providing security

A private guarantor of the credit agreement may, during the term of the agreement, notify the Bank of the time after which new credit drawn down by the debtor will no longer be guaranteed by the private guarantor. Where a third-party pledge is involved, a private pledgor has the right to notify the Bank of the time after which credit drawn down by the debtor will no longer be covered by the pledge.

Upon receipt of a notification of limitation of liability, the Bank has the right to immediately close the account and prevent use of the credit. The Bank shall promptly inform the debtor of closing the account. In such a case, the debtor and the person authorised to use the credit are obliged to return to the Bank the tools and instruments intended for use of the credit. The Bank shall then have the right to terminate the agreement and to call for repayment of the credit according to Clause 1.6.2 below.

1.5.4 Closing the account due to an execution officer's notification

If an execution officer notifies the Bank of a prohibition of payment or remittance pertaining to the credit, the Bank shall have the right to immediately close the account and prevent use of the credit. The Bank shall promptly inform the debtor of closing the account. In such a case, the debtor and the person authorised to use the credit are obliged to return to the Bank the tools and instruments intended for use of the credit. The Bank shall then have the right to terminate the agreement and to call for repayment of the credit according to Clause 1.6.1 below.



1.5.5 Exceeding the credit limit

The debtor or a person authorised to use the credit may use a card and cheque or other tools and instruments intended for use of the credit only in such a way that the credit limit is not exceeded. If the debtor or a person authorised to use the credit fails to use such tools and instruments as stated above, the Bank shall have the right to:

- 1) enter the debit amount as the Bank's receivable and to charge penalty interest on, as specified in Clause 1.2.4 above, and other agreed charges for, this receivable, and
- 2) cancel the credit agreement with immediate effect.

1.6 Special grounds for termination of the credit agreement

1.6.1 Special events of default

The agreement will terminate and the credit fall due for immediate repayment at the Bank's written request if:

- the credit limit has been exceeded when debiting the interest, the Bank's charges or fees, or in any another manner;
- the debtor fails to repay the credit amount or defaults on payment of interest or commission, under the credit agreement;
- the debtor, a guarantor or any of them has provided the Bank with misleading information or has withheld information which may have affected the decision to grant credit or its terms and conditions;
- any of the debtors dies or is placed in liquidation or bankruptcy, is found insolvent or if a financial restructuring procedure is imposed upon the debtor under the Restructuring of Enterprises Act, or a debt adjustment arrangement is imposed under the Act on the Adjustment of the Debts of a Private Individual;
- the financial position of the debtor or an entity or person that shares substantial financial or business interests with the debtor weakens from the level on the date of signing this credit agreement and, consequently, the Bank deems the debtor's solvency to have been jeopardised;
- the debtor winds up its business or substantially alters or reduces its volume or material changes occur in the debtor's ownership base;
- the debtor has not provided the Bank with the information as referred to in Clause 5.1 of the general terms and conditions of the common section;
- the pledge lodged as security for the debt is converted into cash;
- the term of a fixed-term guarantee serving as security for the debt expires;
- the debtor uses credit for a purpose other than initially agreed or the project to be financed by the credit does not materialise substantially in the manner presented by the debtor;
- the debtor has failed to comply with the special terms and conditions under Clause 1.17 below or to provide a statement related thereto in accordance with the same Clause 1.17;
- the debtor has failed to pay the Bank, some other OP Financial Group institution or other creditor the principal, interest, penalty interest or supplementary interest on some other debt or commitment by the due date, or such financial obligation has been called for early repayment and, with respect to the payment default regarding the other creditor, the Bank deems such default on payment due to another creditor to endanger the repayment of this credit; or
- the debtor has failed in its duty to fulfil an obligation other than that related to the remittance of payment under this or some other debt or contractual relationship and does not remedy its failure after the Bank has reminded the debtor thereof.

1.6.2 Adequacy of collateral

If a guarantor's financial position weakens significantly, the guarantor dies or is placed in liquidation or bankruptcy, is found

insolvent or if a financial restructuring procedure is imposed upon the guarantor under the Restructuring of Enterprises Act, or a debt adjustment arrangement is imposed under the Act on the Adjustment of the Debts of a Private Individual, the debtor or a co-guarantor must find a new guarantor approved by the Bank or some other collateral approved by the Bank within the period specified by the Bank. Otherwise, the Bank may, upon expiry of said time, give written notice of termination of the credit for immediate repayment.

If the Bank demonstrates that the lodged collateral can no longer be deemed adequate, thereby jeopardising the payment of credit, interest or supplementary interest under the agreement, the debtor must, within the time stipulated and in a manner approved by the Bank, increase collateral or repay the credit by an amount notified in writing by the Bank. Otherwise, the Bank may, upon expiry of said time, give written notice of termination of the credit for immediate repayment.

1.6.3 Bank's liquidity or capital adequacy

The Bank has the right to call for immediate repayment of the credit after first hearing the banking regulator and by notifying the debtor in writing thereof, if the maintenance of the Bank's liquidity and capital adequacy at the statutory level so requires.

1.6.4 Bank's right to invoke an event of default

When the Bank has the right to demand repayment of the credit on the basis of Clauses 1.6.1, 1.6.2 or 1.6.3 above but the Bank has not demanded repayment of the credit immediately upon receipt of information on an event of default, the Bank has not waived its right to invoke said event of default.

1.7 Supplementary interest

The Bank has the right to increase interest payable on the credit by the amount of supplementary interest if the bases of the customer relationship agreed in writing have changed substantially or a special event of default exists as stipulated in Clause 1.6.1 or 1.6.2.

Supplementary interest is a maximum of three (3) percentage points. Supplementary interest will take effect no earlier than one (1) month of the date when the Bank has informed the debtor in writing of charging supplementary interest and its grounds.

The Bank's entitlement to supplementary interest will cease as soon as the grounds for said interest cease to exist. Regardless of supplementary interest charged by the Bank, the Bank has the right to demand immediate repayment of the credit if a special event of default still exists.

This clause does not restrict the rights specified in Clauses 1.12 and 1.13 below.

1.8 Tax implications resulting from credit relationships

The debtor is responsible for this credit agreement and for taxes and tax-like charges resulting from any changes that may be made to its terms and conditions, including any default consequences and punitive tax increases. Should the Bank have to pay said taxes, the debtor shall compensate the Bank for the amounts paid by the Bank. The Bank has the right to debit the abovementioned amounts from the account. If the account has not sufficient funds, the Bank has the right to enter the debit amount as the Bank's receivable and to collect the penalty interest on this receivable, as stipulated in Clause 1.2.4, and the agreed charges.

1.9 Change to previous credit limit

If the credit limit previously granted to the account holder increases or the terms and conditions governing the credit are altered by virtue of this agreement, the terms and conditions of this agreement shall apply to the credit in its entirety.



1.10 Collection charges

The debtor shall compensate the Bank for any costs and fees incurred due to collecting charges connected with the credit, related interest and its management.

1.11 Bank's right to disclose information on debtor's financial standing to the guarantor and pledgor

The Bank has the right to disclose information to a guarantor and pledgor on all of the debtor's commitments, payment default and other circumstances affecting the debtor's financial standing.

1.12 Bank's right to raise the margin of credit

The Bank has the right to raise the margin of credit should it be justifiable as a result of the Bank's higher funding costs that the Bank could not foresee on the signing date of the credit agreement, but by no more than three (3) percentage points during any credit term.

The Bank shall notify the debtor in writing of any margin increase no later than two (2) months prior to the entry into force of said increase.

In such a case, the debtor has the right to terminate the credit agreement as specified in Clause 1.16 below.

This clause does not restrict the rights specified in Clauses 1.7 and 1.13.

1.13 Effects of causes beyond the Bank's control on costs of credit

If the Bank's costs related to the debt increase, owing to legislative amendments, official decisions or other similar reasons beyond the Bank's control, or income from the debt decreases, the debtor shall compensate the Bank for the costs incurred or the reduced income due to said changes.

The proportion in which the costs have increased or the income has decreased in relation to each credit shall be converted into an annual percentage point amount and added to the credit interest or charged as a separate payment. The Bank's right to the abovementioned increase or payment will expire as soon as its grounds have ceased to exist. The Bank shall notify the debtor in writing of such a change.

This clause does not restrict the rights specified in Clauses 1.7 and 1.12.

1.14 Recording default of payment in the Credit Information Register

The Bank has the right to report to the Credit Information Register a payment default under the credit agreement.

1.15 Force majeure

Either party is not liable for any loss arising from force majeure or unreasonable impairment of the party's operations resulting from a similar cause.

Either party shall notify the other party as soon as possible of a force majeure circumstance it has encountered. If the Bank is affected by a force majeure event, it shall announce the matter in national daily newspapers or on its website at op.fi.

1.16 Termination of credit agreement

A fixed-term credit agreement shall expire and the credit shall fall due for repayment on the agreed date specified in the credit agreement. The credit may no longer be used from the due date.

The Bank has the right to terminate a credit agreement effective until further notice, with one month's (1) notice period. Credit will fall due for payment in its entirety at the end of the notice period.

The debtor has the right to terminate the credit agreement effective until further notice with immediate effect.

Special events of default on the credit agreement can be found in Clause 1.6 above.

Termination by the debtor shall enter into force as soon as he has paid to the Bank, or to order, his active credit amount, including interest, commissions, penalty interest, supplementary interest and charges and fees related to repayment of the credit and the management of the credit and the account.

After termination of the credit agreement, the debtor shall have no right to use or draw down the credit and shall return to the Bank all instruments intended for use of the credit.

A guarantor and third-party pledgor have the right to pay the credit amount, interest, commissions, penalty interest, supplementary interest and the charges and fees related to repayment of the credit and the management of the account and credit, whereupon the agreement shall expire.

1.17 Special terms and conditions

If the Bank and the debtor have agreed on any special terms and conditions applicable in their debt relationship, the debtor shall provide the Bank with a written statement regarding their fulfilment within a stipulated time or within three (3) banking days following the Bank's request.

2 Recurring payments

2.1 Service description

Payment of wages and salaries, pension benefits, social benefits, or similar payments number among recurring payments.

Recurring payments can be executed in the form of SEPA C2B recurring payments data. The data is depicted in the service description of OP Financial Group's C2B services.

2.2 Service schedules

The Bank shall process the SEPA recurring payments data in C2B format, received from the Customer within the time limits specified in the service description of C2B services, in such a way that the payment will arrive at the domestic financial institution specified in the recipient's account information on the banking day following the due date indicated in the data submitted.

3 Money Order Service

3.1 Service description

The Money Order Service is used to transfer funds to a payee whose account number is not known to the payer. The related amount shall be transferred on the basis of the payee's name and postal address and his personal ID code or business ID, if said code or ID is available. The service is suitable for companies and institutions with a considerable number of refunds to payees whose address is known only. The company sends the money orders to the Bank as a C2B message in the Electronic Service Channel it has selected. The Bank debits the company's account for the payments on the due date. The Bank notifies payees by post of the arrived payment, stating that the payee or a person authorised by him can redeem the money order in any OP Financial Group branch office.

3.2 Parties' responsibilities

The Bank shall transmit the money order payment on the basis of the name, address, and – where applicable – personal ID code or business ID given by the Customer.

The Customer is responsible for ensuring that the abovementioned information given by him is true and correct. If there is any inconsistency between the payee name and address given by the Customer and the personal ID code or business ID, the Bank shall transmit the money order on the basis of the personal ID code or business ID.



The Bank has the right to refuse to pay a money order if it has reason to doubt whether the person withdrawing the funds is authorised to make a withdrawal.

4 Services for sending and receiving eBills/eInvoices

Terminology

Additional Information is a document or other information related to the Finvoice Message and stored in the Display Archive by the Customer.

Address Notification Service is a supplementary service as part of the Finvoice forwarding service used to make Sending Notifications available to Recipients on the Online Banking Service or the Online Payment Service, and to make Recipient Addresses notified by Recipients available to Senders for invoicing purposes.

Attachment Message is a message related to the Finvoice Message, which contains one or more attachments that specify the data content of the invoice/bill.

Autogiro Payment Order is a mandate given by the Recipient to the Service Provider to send the Customer a Reception Notification of Autogiro Payment, and to establish an order effective until further notice for payment of an outstanding amount based on Electronic Copies of Bills/Invoices.

Autogiro Payment Service (Direct Payment) is a supplementary service as part of the Finvoice forwarding service, whereby the Recipient's Service Provider receives an Autogiro Payment Order given by the Recipient to pay his bill on the basis of Electronic Copies of Bills/Invoices. In this service, at the Recipient's request the Recipient's Service Provider creates and sends to the Online Banking Service a Reception Notification related to an Autogiro Payment in accordance with the Autogiro Payment Order given by the Recipient.

Bill-specific Link is a link created by the Service Provider that leads the Customer to the Display Archive.

Consumer eBilling Service is a service where the Recipient receives his bills on the Online Banking Service or Online Payment Service.

Display Archive is a service used by the Customer, where the Additional Information pertaining to a Finvoice message is archived and displayed to the Recipient.

eBill/eInvoice is an electronic bill/invoice in the Finvoice format.

Electronic Copy of a Bill/Invoice is a Finvoice Message sent by the Customer to the Bank, which contains information required for the creation of a payment order.

Finvoice Message is a message as specified in the Finvoice application note in the format mentioned in its technical descriptions.

Link Created by Service Provider is a link from the Online Banking Service of the Recipient's Service Provider or the Online Payment Service to the Display Archive or a Transaction Service. The link is created on the basis of information in the Finvoice Message and of an agreement for the link between the Display Archive and the Recipient's Service Provider created by the Service Provider.

Link that authenticates the Customer is a link created by the Service Provider that leads the Customer to a Transaction Service.

Online Banking Service is a service facility provided by the bank to its customer under a service agreement, via which the customer may, by means of telecommunications based on the internet or another data communications network, use banking services and accept payment orders to be debited from the payment account with the bank.

Online Payment Service is a set of payment services provided by a payment institution to its customer under a service agreement, via

which the customer may, by means of telecommunications based on the internet or another data communications network, accept orders for payments to be debited from the payment account with the payment institution.

Reception Notification is a Finvoice message sent by the Recipient on his Online Banking Service or the Online Payment Service to inform of his willingness to receive Finvoice Messages from the Customer or to discontinue receipt of Finvoice Messages. A Reception Notification may also relate to an Autogiro Payment Order given by the Recipient with his Service Provider.

Recipient Address is an identifier used by a recipient (Customer or Recipient) of Finvoice Messages that consists of unique recipient and Service Provider identifiers.

Recipient is a party whose recipient address is in the Finvoice message. The Recipient has an agreement with his Service Provider for receiving Finvoice Messages. In the Address Notification Service, the Recipient is a customer who uses the Online Banking Service or the Online Payment Service to receive eBills/eInvoices. In the Autogiro Payment Service, the Recipient is a payer who has given an Order with the Service Provider.

Sender Address is an identifier used by the Customer for sending Finvoice Messages that consists of unique Customer and Service Provider identifiers.

Sender is a party which sends its Finvoice Message or on behalf of which a Finvoice Message is forwarded to the Customer.

Sending Notification is a Finvoice Message with which the Customer informs its capability to send Finvoice Messages in accordance with the Consumer eBilling Service or the Autogiro Payment (Direct Payment) Service.

Transaction Service is an electronic transaction service used by the Customer, where the Recipient may, for example, make agreements with the Customer.

4.1 Service description

On eBilling/eInvoicing sending and reception services, the Customer may send and receive electronic bills/invoices as Finvoice Messages. These services are intended for B2B and B2C invoicing purposes. The eBilling/eInvoicing sending and reception services are based on the Finvoice forwarding service developed by the Federation of Finnish Financial Services and forwarding messages complies with the Finvoice message standard. More information on the service can be found on the website of the Federation of Finnish Financial Services at www.fkl.fi/finvoice and www.finvoice.info.

On the eBilling/eInvoicing sending and reception services, the Customer may send and receive eBills/eInvoices and other Finvoice Messages of customers of OP Financial Group member Banks, Service Providers providing the Finvoice forwarding service and other players which have concluded an agreement for forwarding electronic invoices/bills with OP Financial Group.

The Customer's Sender and Recipient Addresses are publicly available contact information. The Bank has the right to publish such Addresses in a separate eInvoice address book, such as that of TIEKE, the Finnish Information Society Development Centre.

With respect to B2B eInvoicing, concluding an eInvoicing reception and sending agreement with the Bank also implies the willingness to send and receive eInvoices. The Bank has the right give the Customer's Sender and Recipient Addresses to OP Financial Group member Banks or another Service Provider or their customers to find out about whether the Customer's business associates have the capability to send Finvoice Messages to, or receive them from, the Customer. eInvoicing may begin, provided that the business associates have the capability for eInvoicing.



4.2 Service for receiving eBills/eInvoices

A Service Provider on the service for receiving eBills/eInvoices is the Sender's bank, payment institution or an eInvoice operator within OP Financial Group's eInvoice forwarding network, or another provider of electronic bill forwarding services.

Terms and conditions

By this agreement, the Customer and the Bank agree on the use of service for receiving eBills/eInvoices and of the Recipient Address used for the reception of eBills/eInvoices.

In addition, the Customer agrees with the Sender on the use of invoicing/eBilling. The Customer shall inform the Sender of his Recipient Address and any changes thereof. The Customer shall also inform the Sender if he wishes to interrupt the reception of eBills/eInvoices from the Sender.

Adopting the service or informing the Recipient Address does not terminate the Customer's payment transaction agreements. If necessary, the Customer shall separately agree with the Bank on terminating his payment transaction services.

In the context of Finvoice Messages, it is possible to receive Attachment Messages which primarily qualify as accounting records or constitute other information necessary for checking invoices. A consignment note or work description may constitute such information. The Bank shall make Attachment Messages available to the Recipient.

The Customer may agree with the Bank on sending a carbon copy of the Finvoice Message sent to the Customer to a third party (eg an accounting firm) named by the Customer, which has an agreement for receiving eBills/eInvoices. However, Finvoice Messages specifically mentioned in the service description may not be sent as a carbon copy.

The Customer accepts the delivery of a Finvoice Message to him when the Bank has made it available to the Customer. The Sender, Service Provider or Bank is under no obligation to deliver a bill/invoice sent as a Finvoice Message to the recipient in any other format.

The Finvoice Message is available to the Customer no later than the second banking day following the date of its arrival at the Bank.

The Bank shall keep the Finvoice Message available to the Customer for a period applied to the Electronic Service Channel, or a minimum of 60 days of the date when the Finvoice Message was delivered to the Bank. The Customer is responsible for the handling of the Finvoice Message. After the storage period, the Bank is under no obligation to store the Finvoice Message delivered to the Bank or deliver the Finvoice Message to the Customer in any other format.

The Customer shall make any comments on or complaints about the content of the Finvoice message and any related Attachment Message by sending them directly to the Sender.

The Customer agrees to the fact that the Bank has the right to give his Recipient Address and contact information and/or his Material Handler's Recipient Address and contact information to the Service Provider and the Sender, notwithstanding bank secrecy or similar confidentiality.

Without any order, the Bank is under no obligation to take charge of the payment of the bill/invoice delivered as a Finvoice Message or of the handling of the Finvoice Message in other respects.

The Bank is not responsible for any default consequences caused to the Customer by the fact that the Customer does not accept a bill/invoice sent as a Finvoice Message, accepts it as late payment or with changed payment data. The Bank shall transmit Finvoice Message based payments in the form of credit transfers, to which the general terms and conditions of payment transfers shall apply.

The Bank has the right to suspend the provision of the service due to fraud, endangered data security or a known technical failure.

If the Finvoice Message transmission is prevented for a reason attributable to the Bank, the Bank shall pay the Customer only penalty interest prescribed by applicable law and any reasonable investigation costs. The Bank is not liable for loss caused to the Sender, Service Provider, Material Handler or a third party.

The Bank is not liable for any loss arising from the fact that the transmission of Finvoice Messages is prevented or delayed or from unreasonable impairment of the Bank's operations resulting from a similar cause. Force majeure encountered by the Bank or its supplier entitles the Bank to suspend the provision of the service.

4.3 Service for sending eBills/eInvoices

A Service Provider on the service for sending eBills/eInvoices is the Recipient's bank, payment institution or an eInvoice operator within OP Financial Group's eInvoice forwarding network, or another provider of electronic bill forwarding services.

Terms and conditions

The Customer and the Recipient shall agree on the use of electronic invoicing. The Customer shall agree with the Bank for sending Finvoice Messages and for the Sender Address used for sending them. A Finvoice Message may also be sent by the Material Handler authorised by the Customer.

The Customer may not send Finvoice Messages to the Recipient without the Recipient's permission, or send them to the Recipient who forbids sending them.

Adopting the Finvoice forwarding service or informing the Customer of a Finvoice address does not terminate the Recipient's other payment transaction services.

The Customer is responsible for delivering a Finvoice Message to the Bank. The Bank's responsibility for processing the Finvoice Message shall begin when the Bank has received the message and shall terminate when the message has been available to the Recipient for a period of two months or the message has been forwarded to the Recipient's Service Provider.

The Finvoice Message is available to the Recipient no later than the second banking day following the date of its arrival at the Bank. If the Recipient uses an eInvoice operator for receiving eBills/eInvoices, the Finvoice Message is deemed to have been delivered to the Recipient when the Message has been delivered to the Recipient's eInvoice operator.

The Bank or the Service Provider may reject the Finvoice Message due, for example, to insufficient information, format errors or the requirements set by each service provider.

The Bank shall make available to the Customer information on Finvoice Messages that could not be forwarded. Such information on Finvoice Messages that could not be forwarded due, for example, to an incomplete Recipient Address shall be available to the Customer on the fourth banking following the date of sending the Finvoice Message.

The Bank shall forward Finvoice Messages only on the basis of the Recipient Address indicated by the Customer. The Customer receives information on a changed Recipient Address from the Recipient. The Bank is under no obligation to store the Recipient Addresses of the Customer's business associates or deliver changed Recipient Addresses to the Customer.

The Customer is responsible for the content, correctness and justification of the Finvoice Message. The Bank and the Recipient's Service Provider are severally responsible for ensuring that the content of a Finvoice Message does not change when it is in the possession of the Bank or the Service Provider.



No changes may be made to the Finvoice Message after the Bank has received it.

The Customer shall exercise due care in handling Recipient Addresses. The Customer may neither give Recipient Addresses to a third party nor use it for any purpose other than forwarding Finvoice Messages. The Customer shall undertake to store Recipient information in accordance with good data processing practice and in such a way that no external party has access to it.

The Customer agrees to the fact that, for an individual Finvoice Message, the Bank or the Service Provider has the right to give the Customer's or his Material Handler's contact information (eg business ID, name and address) to the Recipient.

If the Finvoice Message transmission is prevented for a reason attributable to the Bank, the Bank shall pay the Customer only penalty interest prescribed by applicable law and any reasonable investigation costs. The Bank is not liable for loss caused to the Recipient, Service Provider, Material Handler or a third party.

The Bank is not liable for any loss arising from the fact that the transmission of Finvoice Messages is prevented or delayed or from unreasonable impairment of the Bank's operations resulting from a similar cause. Force majeure encountered by the Bank or its supplier entitles the Bank to suspend the provision of the service.

The Bank has the right to suspend the provision of the service due to breach of the agreement, fraud, endangered data security or a known technical failure.

In the case of any interruptions or disruptions that may occur, the Customer must be ready to re-deliver a Finvoice Message. The Customer shall also ensure backup arrangements for managing invoicing and forwarding messages.

4.4 Sending Finvoice Messages to Printing Services

The service for sending eBills/eInvoices includes the option of using OP Financial Group's Printing Services. Finvoice Messages sent to the Printing Services shall be in compliance with the Finvoice standard. The Bank has the right to reject messages that are not in compliance with Finvoice Message descriptions. Only Finvoice Messages specified in the service description may be sent to the Printing Services.

4.5 Use of links with Finvoice Messages

The Customer may include links in a Finvoice Message in accordance with the Finvoice application note. Such links may be ordinary www links or links created by the Service Provider. In case a link created by the Service Provider leads to the Display Archive, it is the question of a Bill-specific Link. In case a link created by the Service Provider leads to a Transaction Service, it is the question of a Link that authenticates the Customer.

Links may not contain plain-text, confidential customer data, such as a personal ID code, account number or card number. The Customer is responsible for the links, their performance, the content of his service and for ensuring that the Bank's, its customer's or a third party's data security is not jeopardised in connection with the use of the links. Customer-specific data displayed via the links must be protected in the appropriate manner.

The Bank or the Service Provider has the right to prevent the use of links if they pose a risk of reduced security or are contrary to law or good practice.

The Customer may use a link created by the Service Provider for showing documents related to the Finvoice Message to the Recipient in the Display Archive outside the Online Banking Service or the Online Payment Service. In such a case, it is the question of a Bill-specific Link. The Customer may also use the link created by the Service Provider for directing the authenticated Recipient from the Service Provider's Online Banking Service or Online Payment Service to the Customer's Transaction Service. In such a case, it is the question of a Link that authenticates the Customer. Directing the

authenticated Recipient via the link to the Customer's Transaction Service is not strong electronic authentication referred to in the Act on Strong Electronic Authentication and Electronic Signatures.

Using the link created by the Service Provider with the Customer's Finvoice Messages requires that the administrator of the Customer's Display Archive and/or Transaction Service conclude(s) agreements for the use of the link with the Recipient's Service Providers to whose customers said service is meant to be offered. The link created by the Service Provider is not visible to the Recipients whose Service Provider has not concluded an agreement with the administrator of the Display Archive or Transaction Service used by the Customer. In the absence of such an agreement, the Customer shall, whenever necessary, forward Additional Information related to the Finvoice Message to the Recipient in another manner.

The Customer shall agree with the administrator of the Display Archive on the delivery of Additional Information to the Display Archive. The Customer shall ensure that it has delivered to the Display Archive correct and timely information pertaining to the Finvoice Message in question. The Customer is responsible for the content of the Additional Information obtained via the link created by the Service Provider and shall be held responsible if the Additional Information does not conform to these terms and conditions, the law, or good practice.

The Customer shall agree with the administrator of a Transaction Service on the maintenance of the Transaction Service. The Customer is responsible for the performance and security of the Transaction Service and for ensuring that information available in the Transaction Service is correct and that legal acts performed in the Transaction Service are valid and lawful.

The Customer shall ensure that a sufficient authentication level applies to each transaction or legal act performed in the Transaction Service. The Customer is responsible for notifying the Recipient of the used authentication level in the Transaction Service.

The Bank or the Service Provider is not responsible for transactions and legal acts performed in the Transaction Service or any related loss or damage.

The Customer is responsible for ensuring that the Finvoice Message includes the information necessary for the creation of the Service Provider's link in accordance with the Finvoice application note.

The Customer is responsible for ensuring that the Recipient is directed via the link created by the Service Provider to the Display Archive used by the Customer or the Customer's Transaction Service, and that the Recipient cannot move to an electronic service provided by a third party via the Display Archive or Transaction Service.

The Customer is also responsible for ensuring that the data security of the Bank, Service Provider, their customers or a third party is not jeopardised owing to the use of the Display Archive or Transaction Service. The net banking link technology is used in the link created by the Service Provider and customer data displayed via the link must be properly protected.

The Customer is obliged to provide the Bank with a report on the content or functionality of the Display Archive or Transaction Service, for example, if there is a suspicion of breach of the agreement or the law, or if it is necessary to obtain such a report for another similar reason.

The Bank or the Service Provider is not liable for any loss caused by the fact that Additional Information is false, is not timely, is in breach of the agreement or the law, or caused by another similar reason.

Should Additional Information be in violation of the terms and conditions of this agreement or the Display Archive or Transaction Service poses a risk to transaction security or the Bank or the Service Provider have a justified reason to assume so, the Bank or the Service Provider has the right to prevent the use of the link



created by the Service Provider, with immediate effect and without any prior notice thereof. The Bank or the Service Provider also has the right to immediately prevent the use of the link in case the Display Archive or Transaction Service is a service other than the Customer's own service. The Bank or the Service Provider is not liable for any indirect or direct loss if they prevent the use of the link created by the Service Provider for such a reason.

Information on the Recipient or third parties obtained via the link may not be used for any purpose other than that for activities under these terms and conditions. The link created by the Service Provider may not be utilised to re-authenticate the Recipient or create new identifiers.

The Customer is responsible for the performance of the Display Archive or Transaction Service he uses. The administrator of the Display Archive or the Transaction Service is not the Bank's supplier.

The Customer is responsible for ensuring that the Additional Information he delivers to the Display Archive and the information contained in the Finvoice Message are equivalent. The Additional Information does not replace invoicing data reported via the Finvoice Message as prescribed by law (such as the Value Added Tax Act and the Accounting Act), but supplements such data.

The Customer is responsible for ensuring that the functionality between the link created by the Service Provider and the Display Archive or Transaction Service has been tested and is found to be functional before implementation.

The Customer shall ensure that Additional Information remains unaltered and visible to the Recipient for a period of 24 months. Additional Information pertaining to an individual Finvoice Message, stored and displayed in the Display Archive or Transaction Service may not be altered after the Customer has delivered it to the administrator of the Display Archive or Transaction Service or after the Finvoice Message has been sent to the Service Provider, except by separate agreement with the administrator of the Display Archive or Transaction Service and the Service Provider.

4.6 Sending Attachment Messages while sending Finvoice Messages

The Customer may send Attachment Messages while sending Finvoice Messages. Sending an Attachment Message is possible in the Electronic Service Channels specified in the service description of eBilling service for Companies.

Attachments included in an Attachment Message expand on information transmitted by means of the Finvoice Message. The primary purpose is to send accounting documents or other information necessary for checking bills/invoices that cannot be sent with the bill/invoice forwarded using a Finvoice Message. A consignment note or work description may constitute such information.

The Customer may not send Attachment Messages to the Recipient without the Recipient's permission, or send them to the Recipient who forbids from sending them.

The Customer is responsible for ensuring that any sent Attachment Messages are in conformity with the Finvoice application note valid from time to time. The Bank or the Service Provider is under no obligation to process Attachment Messages not in conformity with the application note.

Rejection of a Finvoice Message also leads to rejection of the related Attachment Message.

Attachment Messages may not be used to promote or otherwise advertise products or services, to send an image of bills/invoices or to transmit other data contrary to these terms and conditions and the Finvoice application note. The Bank or the Service Provider has the right to reject Attachment Messages contrary to the Finvoice application note. The Bank or the Service Provider has the right to

reject an Attachment Message if it is suspected to threaten the data security of the Bank or the Service Provider, their customers or a third party, or if it is contrary to law or good practice. This also means rejection of the related Finvoice message.

The Bank is not responsible for whether the Recipient is able to receive and process an Attachment Message.

4.7 Address Notification Service

The Address Notification Service enables the Customer to receive Recipient Addresses of Finvoice Messages from the Service Provider's customers (Recipients) with their permission. Such addresses may relate to either the Consumer eBilling Service or the Autogiro Payment (Direct Payment) Service.

In order for the Customer to be able to use the Address Notification Service, he must have an agreement with the Bank for sending eBills/eInvoices and the sufficient capability to send Finvoice Messages and process customer responses.

The Customer shall deliver via the Bank a Sending Notification to the Recipient's Service Provider from whose customers the Customer wishes to receive Recipient Addresses. Sending Notifications shall be sent to the address of the Service Providers' notification service. If the Customer wishes to receive Recipient Addresses from several Service Providers, he must assign a Sending Notification to each Service Provider. Any change to and removal of Sending Notifications must also be performed for each Service Provider.

The Bank shall forward a Sending Notification to the Recipient's Service Provider and verify the Customer for the Recipient's Service Provider by adding the Customer's name to the Sending Notification from the Bank's system.

The Customer shall use the Sending Notification to inform that he uses only the eBilling/eInvoicing Service or both the eBilling/eInvoicing Service and the Autogiro Payment Service.

The Recipient's Service Provider, which provides its customers with the Online Banking Service or the Online Payment Service, shall make the information in the Sending Notification available to its customers on the Online Banking Service or the Online Payment Service. A customer of the Recipient's Service Provider may send a Reception Notification to the Sender via the Online Banking Service or the Online Payment Service.

In case the Customer has informed of also providing Autogiro Payment as an invoicing method, the Recipient's Service Provider shall make it possible, based on the Sending Notification, to give Autogiro Payment Orders regarding the Customer.

The Recipient's Service Provider shall deliver the Reception Notifications of an eBill/eInvoice to the Bank.

The Customer may not change his customer's (Recipient) invoicing method, if he cannot identify with certainty the correct customer on the basis of the Reception Notification.

The Customer is responsible for ensuring that information in the Sending Notifications he has delivered is true and correct. The Bank shall make the Sending Notification available to its own receiving customers and other Service Providers on the basis of the Service Provider's notification service address given by the Customer in the Sending Notification.

The Bank or the Service Provider shall make the Sending Notification available to the Recipients on the Online Banking Service or the Online Payment Service, or for use by the Bank and the Service Provider for processing Autogiro Payment Orders. The Service Provider shall keep information given by the Customer available to the Recipient until the Customer has notified of a change or removal of the information.

The Service Provider has the right to remove the Sending Notification if it has a justified reason to suspect that the Customer



is acting contrary to the law, good practice or the terms and conditions of the agreement.

When the Recipient stops receiving eBills/eInvoices or terminates the Autogiro payment order, the Service Provider shall send the Customer a message of removing the Reception Notification.

The Bank shall make available to the Customer the Reception Notifications and changes and removals thereof delivered by the Recipients. The Bank shall forward the Reception Notification to the Customer in the format in which it was delivered to the Bank.

The Reception Notification is considered to have been delivered to the Customer when the Bank has made the Reception Notification available to the Customer. The Bank shall keep the Reception Notifications available to the Customer for a storage period applied to the Electronic Service Channels, or a minimum of 60 days.

The Customer is under an obligation to handle the Reception Notifications and changes and removals thereof immediately after the Bank has made them available to the Customer.

If this agreement ends, the Bank shall have the right to remove on behalf of the Customer the Sending Notifications made. The removal of the Sending Notification also means an end to the related Reception Notifications of an Autogiro Payment and eBill/eInvoice.

If the Customer ceases to support the Autogiro Payment Service, he shall inform his customers who have given an Autogiro Payment Order.

The removal of the Sending Notification shall have no effect on proposals for payment already received by the Recipient's Service Provider and created on the basis of Finvoice Messages, or on Payment Orders.

In the case of any change to the Sending Notification, the Customer must make the change by sending a message.

When the creditor terminates the Sending Notification by sending it on a removal basis, the Reception Notifications related to the Sending Notification also expire.

4.8 Autogiro Payment Service as creditor service

The Customer may also use the service for sending eBills/eInvoices to send Finvoice Messages related to an Autogiro Payment (Direct Payment). Finvoice Messages related to Autogiro Payments comprise Sending Notifications, Reception Notifications and Electronic Copies of Bills/Invoices.

The Customer shall send a bill/invoice to the Recipient using the Autogiro Payment Service in a manner agreed with the Recipient and an Electronic Copy of the Bill/Invoice as a Finvoice Message to the Bank. The Electronic Copy of the Bill/Invoice shall be sent at the same as the bill/invoice sent to the Recipient. The creditor shall include a mention in the bill/invoice that it has sent an Electronic Copy of the Bill/Invoice to the Recipient's Service Provider for processing by the Autogiro Payment Service. If the bill/invoice contains several payments with differing due dates, a separate copy of the bill/invoice for each payment shall be sent to the Recipient's Service Provider via the Bank, in which case only the first copy will be delivered at the same time with the bill/invoice.

The Customer is obliged to send the Electronic Copy of the Bill/Invoice and the bill/invoice well in advance before the due date in order for the Service Provider to be able to process the data. The Bank and the Service Provider have the right to reject any Electronic Copies of Bills/Invoices that were sent too late.

If the Customer does not send the bill/invoice and the Electronic Copy of the Bill/Invoice, the Customer may present claims to the Recipient on the grounds that the bill/invoice has not been paid.

If the Customer stops using the Autogiro Payment Service, he must notify the Recipient thereof.

4.9 Requests for cancellation

In the case of an individual, unjustified Electronic Copy of a Bill/Invoice related to an Autogiro Payment or an unjustified eBill/eInvoice, the Customer may send a request for its cancellation to the Bank as a Finvoice Message. The Service Provider shall process the request for cancellation as specified in an agreement it has concluded with the Recipient.

The Customer is responsible for the correctness of the request for cancellation. The Customer may not demand payment from the Recipient if the Service Provider has performed said cancellation according to the related request. The Customer shall inform the Recipient of the cancellation of the bill/invoice.

The Customer shall send well in advance a request for cancellation to the Recipient's Service Provider via the Bank in order for the Service Provider to have sufficient time to process it before the due date. In accordance with the Finvoice application note, the Bank and the Service Provider have the right to reject requests for cancellation that were sent too late.

Unless the Service Provider can perform the cancellation according to the related request, the Customer shall agree with the Recipient on the refund or crediting related to the Electronic Copy of a Bill/Invoice of Autogiro Payment or to an eBill/eInvoice.

4.10 Button for ordering eBills/eInvoice

The button for ordering eBills/eInvoices refers to a service whereby the Customer can collect its customers' Recipient Addresses by using an online button on its website.

Activating the button requires a payment transaction account and an agreement for sending eBills/eInvoices with an OP Financial Group member bank.

The agreement shall take effect and the Customer shall agree to follow these terms and conditions upon the Customer's receipt of the Service User Identifiers.

The Customer's customer shall have an OP eServices Agreement in order to be able to inform the Customer of his Recipient Address by using the button for ordering eBills/eInvoices. The Customer's customer shall move to the Bank's service via this button and login to the service using his user identifiers for OP eServices. Then the Customer's customer shall approve the sending of his Recipient Address to the Customer and return to the Customer's online service.

The Bank shall send a confirmation of an eBill request to the Customer on a real-time basis after the Customer's customer has made a Reception Notification. In addition, the Bank shall provide a Reception Notification message (Receiver Info) for the Customer's retrieval.

The creditor shall agree to follow the service instructions available at <https://www.op.fi/op/yritysiasiakkaat/e-laskutus>. The creditor is liable for any costs and losses caused by his action contrary to the instructions.

The creditor shall exercise special care in the safekeeping of Service User Identifiers and notify the Bank if they get lost or fall into the hands of an unauthorised party. The creditor shall report lost Service User Identifiers or suspected misuse by calling the Bank's branch or by filling in a form available on the Bank's website at [op.fi](https://www.op.fi). The creditor is not responsible for misuse of the Service User Identifiers after such a report has been filed.

4.11 eBilling/eInvoicing on OP eServices

eBilling/eInvoicing on OP eServices is a service intended for creating, sending and storing eBills/eInvoices delivered in the form of Finvoice Messages. In addition, the Customer can, for example, store information on his own customers and products on the service.



Using this service requires an effective OP eServices agreement or OP Corporate eServices agreement.

The Customer is responsible for information stored on the service, and for editing and deleting it.

The Customer is liable for any trouble-shooting and repair costs arising from mistakes he has made.

The Bank is not liable for any costs that the Customer may incur due to the incorrect content of a Finvoice Message delivered by the Customer or for a Finvoice Message delivered several times.

The Bank shall store information saved by the Customer onto the service for a time specified the customer instructions on the Customer's online service or until the Customer deletes it.

The Bank is not liable for any loss caused to the Customer by the fact that the Customer deletes or changes the information he has saved.

The Bank stores information on the use of the service in its log files. If the Customer does not prove otherwise, the log files shall be deemed reliable evidence of what the Customer has done on the Service.

5 POS terminal service

5.1 Service description

The POS terminal service is intended for merchants and other businesses whose customers pay for their purchases by using a payment card. The POS terminal service includes acceptance and acquiring of POS transactions at the bank; crediting of card transactions to a bank account; routing of other transactions to card organisations; response messages of the authorised, rejected and routed transactions; business alert data for deactivated cards; and acceptance of the key and parameter data used by EMV-compliant POS terminals.

The acquiring and settlement transactions to other banks related to national bank cards ended in Finland on 30 November 2013. Settlements to merchants will end on 31 January 2014. This change is due to Finland joining the Single Euro Payments Area (SEPA), with the result that national card schemes will no longer exist.

5.2 Customer's responsibilities and obligations

The Customer shall comply with the instructions on the authentication of the cardholder issued by the Bank and card organisations. The Customer shall verify that the legitimate holder of the bank, credit or debit card approves the transaction with his signature or by entering his personal identification number (PIN). The Customer shall store, for a minimum of eighteen (18) months after a purchase transaction, the sales slips or transactions approved by cardholders with their signature or by entering their PIN for the purposes of any subsequent investigations. Sales slips and transactions shall be stored and safeguarded in a locked place and in such a manner that a copy of the sales slip or information on the purchase transaction can be promptly delivered, where necessary, to the Bank without a charge.

The POS terminal used by the Customer shall be inspected by a party approved by the Federation of Finnish Financial Services and an EMV-compliant POS terminal shall hold a valid EMV certification. The Customer shall send payment transactions executed using a bank card to the Bank within twenty (20) days of the date of purchase. The Customer is responsible for the accuracy and completeness of the transaction data content and for accepting and approving the transaction data delivered to the Bank in digital form. As a correction to transaction data delivered several times, the Customer shall send in digital form a cancellation notice for the transaction data. The Customer shall store the transaction data in digital form for any possible repeat transmission until the Customer has discovered that the amount equalling the transactions sent has been credited to the Customer's bank account. The Customer shall retrieve from the Bank a response message of the transactions

acquired and processed by the Bank and balance the transactions against the retrieved response message.

The Customer undertakes to retrieve the business alert list concerning deactivated bank cards in digital form to his POS terminal within twenty-four (24) hours of the time when said list is made available at the Bank. The Customer shall ensure that the EMV-compliant POS terminal will retrieve from the Bank the key and parameter data after the Bank has made said changing data available to the Customer for retrieval.

The Customer is responsible for any unauthorised use or other misuse due to negligence or omission and is liable for any resulting loss. The Customer is liable for the costs of rectification of an error made by the Customer.

The Customer undertakes to comply with the terms and conditions of this agreement and the Ehdot pankkikortin käytölle maksuvälineenä ("Terms and conditions applicable to the use of bank cards as payment instruments") guidelines (terms and conditions of bank card guarantee) approved by the associated banks of the Finnish Federation of Financial Services, the functional description of the banks' payment terminal system, the data security standard "Payment Card Industry Data Security Standard" (PCI) set under the international card schemes, and the instructions valid from time to time for the Service.

5.3 Cash withdrawal using a bank card

If the Customer provides a cash back service, he is responsible for matters described below.

- 1 The Customer shall perform the duties referred to in the terms and conditions of bank card guarantee although said security by the Bank is not applicable to cash withdrawals.
- 2 In deviation from the process for purchase transactions, all cash withdrawal transactions must be submitted for authorisation via the authorisation function of the POS terminal, and the cardholder's identity must be verified in all cases.
- 3 The Bank shall check the authorisation code contained in the POS message. In the event that the authorisation code is incorrect or missing, the transaction will be returned to the acceptor as rejected.
- 4 A cash withdrawal receipt shall be issued for the cash withdrawal in all cases, and the amount of the cash withdrawal shall be distinct from purchases. The POS system shall be able to differentiate between cash-back and purchase transactions, and cash-back transactions shall be delivered to the Bank in the manner described in the POS terminal system description issued by the Federation of Finnish Financial Services.
- 5 In the event that the Customer provides the cash-back service only on a part-time basis, limitations to the availability of the service shall be displayed explicitly.
- 6 A card imprint machine may not be used as an auxiliary system for cash withdrawals, and the Customer is not allowed to provide any cash-back service in violation of the provisions herein.

5.4 Bank's responsibilities and obligations

The Bank shall credit the total amount of the purchase transactions executed via a bank card to the Customer's bank account. On the basis of the acquired transactions, the Bank shall generate a response message for the Customer to retrieve, which indicates the amount credited to the account for each settlement batch, for example, and the number of transactions routed forward to each card organisation and a specification of rejected transactions. The Customer shall agree separately with the relevant card organisation on the crediting of the total amount of transactions other than bank card transactions. The Bank shall make the transaction data received from the Customer available to the relevant card organisation in digital form, except in the case of a bank card transaction.



The Bank has the right to refuse crediting of a settlement payment or to cancel a settlement payment already credited in the event of unauthorised use or other misuse of the card, if the payment slip is not approved by the cardholder with his signature or entry of his PIN, if the Customer does not deliver the transaction data to the Bank within twenty (20) days of the date of purchase, or if the bank card customer's account does not have sufficient funds. The Bank shall nevertheless be liable for all bank card transactions in accordance with the specific obligation concerning bank-secured bank cards undertaken by the Federation of Finnish Financial Services.

The Bank is responsible for making available to the Customer in digital form the business alert file received from banks and card organisations and the key and parameter data required in the use of the EMV-compliant POS terminal.

6 OP Financial Group online payment button

6.1 Service description and service requirements

Activating OP Financial Group's online payment button requires a payment transaction account with the Bank. The related Service User Identifiers can be ordered via the Bank's website at op.fi.

The agreement shall take effect and the Customer shall agree to follow these terms and conditions from the time the Customer receives the Service User Identifiers.

On OP's Online Payment Transfer Service, the Customer (hereinafter "the Creditor") may bill buyers for its products and charge payments via the internet based on the online payment button. On the service, the Creditor sends, through its website, a bill to the debtor or refunds an online payment or part thereof to the debtor.

The debtor shall have an OP Financial Group eServices Agreement in order to be able to pay a bill using the online payment button. Through the online payment button, bills are paid by credit transfer without having to type in any bill/invoice details. The Bank shall not disclose to the Creditor from which account the payment is made or to which account the refund will be credited. The Creditor shall, on its order tab page, request the debtor to provide information on the delivery address of the paid product or service.

6.2 Online billing service

The debtor will pay his bill during a single session and the Creditor will receive both the payment and confirmation of the bill payment online. In addition, the payments are shown in the Creditor's bank statement or transaction list.

The online confirmation sent to the Creditor is protected through the online service identifiers given by the Bank to the debtor in such a way that the Creditor can verify that the information has been sent by the Bank.

6.3 Due date function

The Creditor may elect to activate a due date function enabling him to set a future due date for a bill. The debtor may not change the due date. The Bank is not responsible for payment orders being executed on the due date. Executing payment orders may be prevented for a reason attributable to the debtor, eg due to the insufficient balance on the debtor's bank account on the due date.

The Bank will not notify the Creditor of any unpaid credit transfers.

6.4 Loss of Service User Identifiers

The Creditor shall exercise special care in the safekeeping of Service User Identifiers and notify the Bank if they get lost or fall into the hands of an unauthorised party. The Creditor shall report lost Service User Identifiers or suspected misuse to the Bank by calling the Bank's branch or by filling in an electronic form available on the Bank's website at op.fi. The Customer is not responsible for any orders sent after filing such a report.

6.5 Creditor's responsibilities and obligations

The Creditor agrees to comply with these terms and conditions and the instructions regarding the use of the service available on the Bank's website at op.fi. The Creditor is liable for any costs and losses caused by his action contrary to the instructions.

The Online Payment Transfer Service is intended for the Creditor and its Service User Identifiers have been delivered to the Creditor for the purpose of collecting payments. The Creditor has no right to act as a Payment Service Provider without a specific Payment Transfer Service Agreement concluded with the Bank.

6.6 Bank's responsibilities and obligations

The Bank shall credit the Creditor's payment transaction account with online payments made and send the Creditor a confirmation of bills paid online immediately after the payment has been made.

6.7 Limitations of the Bank's liability

The Bank is not responsible for a payment failing for a reason attributable to the debtor. The Bank is not responsible for its payment confirmation not being delivered online to the Creditor.

7 Sweeping

7.1 Service description

Sweeping (automatic balance transfer) facilitates a company's liquidity management, investment of assets and transfers of internal funds. In this service, the Bank makes periodic balance inquiries and euro-denominated credit transfers between the Customer's accounts with OP Financial Group or to the Fund Management Company's account on behalf of the Customer, when the balance conforms to the condition set out in the order under the Customer's agreement.

7.2 Bank's responsibilities and obligations

Unless otherwise agreed, the Bank's responsibility for processing an order or assignment shall begin no sooner than upon signing of the agreement. The Bank allows reasonable time to execute the credit transfers ordered.

7.3 Service charges

The transaction-specific fees charged for the Service consist of charges resulting from balance inquiries and outgoing and incoming credit transfer with a message or reference number. The fees will be charged from the account for which balance inquiries are made, from the debited account in an outgoing credit transfer, and from the credited account in an incoming payment. A monthly fee for the use of the Service will be debited from a separately agreed account.

8 Advance information on incoming cross-border payments

8.1 Bank's responsibilities and obligations

By virtue of the agreement for the service, the Bank shall make available to the Customer advance information on the Customer's incoming cross-border payments from foreign banks and clearing channels on the basis of the payment data it has received. Such advance information on the execution date and the amount of payment may differ from those of the final payment transaction. It is also possible that the payment transaction based on the advance information cannot be executed at all.

9 Web Services channel

The Web Services channel (hereinafter the WS channel) is an electronic data transmission channel for sending and receiving banking and insurance data, messages, and orders, made available by OP Financial Group to its corporate and institutional customers.

The Customer chooses, at one of the Bank's locations, the Transaction Services he intends to use in the WS channel. Transaction Services shall be agreed on separately.



The Service Description of the WS channel and the Customer Instructions are available to the Customer on the Bank's website at op.fi.

A specific set of agreement terms and conditions, and instructions shall apply to the Transaction Service provided in the WS channel. Should these terms and conditions conflict with the terms and conditions and instructions governing each Transaction Service, these terms and conditions shall prevail.

9.1 Definitions for the WS channel

Supplier

A Finnish or foreign company, entity or private person whose products and services may be used by the Bank in the implementation and provision of the WS channel and an individual Transaction Service for the Customer.

Transaction Service

One or more electronic banking or insurance services provided by an OP Financial Group company or institution, or some other electronic service that the Bank provides in the WS channel at any given time.

User Identifier

An identifier issued by the Bank to the Customer and used together with the PKI key pair to verify the Customer's identity within the WS channel.

Rights

Rights related to the user identifier that entitle the holder of the identifier to create and/or send content, messages and orders and receive content, messages and orders.

PKI key pair

A key pair created by the Customer and consisting of a public and secret key in accordance with the service description of the WS channel. The Customer shall sign all content, messages and orders sent by him using the secret key. The public key is incorporated into the User Identifier issued by the Bank. The Customer's secret key he has created is known only to him and may never be given to any other party, not to the Bank either.

Transfer Key

A disposable, two-part password related to retrieval of a Certificate.

Certificate

An identifier, issued by the Certificate Authority, in which the User Identifier and the public key of the PKI key pair, among other things, are stored.

Certificate Authority

Root certificate: OP Cooperative, Financial Group. (P.O. Box 308, 00101 Helsinki, business ID 0242522-1)

Customer and service certificates: OP-Services Ltd (P.O. Box, 00101 Helsinki, business ID 01242522-1) or another Certificate Authority stated by the Bank in the Service Description.

9.2 Certificate retrieval and creation

The agreement may include one or several User Identifiers, each of which shall have its own Certificate.

For purposes of Certificate creation, the Bank will issue the Transfer Key to the Customer in two parts. The first part shall be issued to the Customer in the agreement's attachment and the second part shall be sent either by post to an address indicated by the Customer or by SMS to a telephone number indicated by the Customer.

The Customer shall create the key pair in his information systems in accordance with the Service Description. In his certificate request,

the Customer shall send the public key, the User Identifier and the Transfer Key to the Bank in accordance with the Service Description. The Bank shall include the Certificate in its reply to the Customer.

The Certificate is issued for a fixed term and its validity appears from the Certificate information. During the last sixty (60) days before the expiry of the Certificate, the Customer may request a new certificate, using the current Certificate. The new Certificate requires a new PKI key pair, but the User Identifier remains unchanged. A request for a new Certificate must include the public key of the PKI key pair.

9.3 Customer's responsibility for using and storing the secret key of the PKI key pair

The Customer is responsible for any content, messages, and orders signed using the secret key of his PKI key pair during the term of the Certificate or until the Bank has been notified of the loss of the secret key or its falling into the hands of unauthorised party.

The Customer undertakes to store the secret key of the PKI key pair with due care and in such a manner that no unauthorised party will have access to it.

The Customer is aware that he never has to make the secret key known to anyone and he may not hand it over to any party, not even to the Bank. Attempted fraud always lies behind anyone requesting the secret key.

The key pair may be used only for transactions with the Bank unless otherwise separately agreed.

9.4 Loss of the secret key of the PKI key pair

If the secret key of the PKI key pair is lost or falls into the hands of an unauthorised party or if the Customer suspects that it has fallen into the hands of such a party, he must immediately report to the Bank in order to prevent unauthorised use of the service. Said report can be submitted to the Bank during the banking hours of OP Financial Group's bank branches either in person at the branch or by telephone. Outside the banking hours, such a report must be filed on the Bank's website at op.fi with the deactivation service indicated by the Bank. When the Customer files a report on the lost secret Key of the PKI key pair, he must state:

- his name;
- the name of the company;
- the WS channel user identifier and the serial number of the certificate that needs to be deactivated; and
- his telephone number.

9.5 Responsibility for connection software used by the Customer The Bank is not responsible for the security of connection software used by the Customer and its compatibility with the WS channel.

9.6 Availability of the WS channel

The WS channel is available to the Customer during the service hours indicated by the Bank from time to time. During out of hours and service downtime, the Customer can use Transaction Services in alternative manners and otherwise do transactions at OP Financial Group's branches during their opening hours.

At the Customer's request or in cases described in Clause 8 of the common section of the general terms and conditions, the Bank has the right to

- deactivate an individual User Identifier, in which case the use of the WS channel is blocked only via the deactivated User Identifier;
- block the WS channel, in which case the use of the entire WS channel with the User Identifiers associated with the agreement is prevented; or
- suspend the use of the WS channel or restrict access to it.



9.7 Information and orders given by the Customer

The Customer is responsible for providing the Bank with true and correct information within the WS channel and for correcting it, and the Bank is not responsible for checking, supplementing or otherwise changing it. The Bank has the right not to execute a Customer's transaction or order if said transaction or order cannot be executed due to an error or defect related thereto.

9.8 WS channel / C2B payment messages

If the payer has, in payment orders issued by a C2B payment message in the WS channel, stated a due date immediately preceding the current banking day, the payments will be approved for further processing, but the due date used will be the processing date. Payment orders with earlier due dates shall be rejected.

9.9 Cancellation of payment orders by submitting a request to stop processing of payment data or an individual payment order in the WS channel

The payer has the right to cancel the batch of payment data or an individual payment order by submitting a request to stop their processing no later than the banking day prior to the due date.

Such a request shall be submitted by 4 pm on the banking day preceding the due date.

The Bank shall cancel the payment order if it is able to assign the request to the original payment data or payment order. The Bank shall inform the payer in separately agreed manners if it is unable to assign the request.

Only requests to stop processing that can be assigned to the original payment data or payment order will cancel the payment order. Following the processing of each request, the Bank shall create response messages for the data sender from those requests that could not have been assigned.

The payer has no right to delete the payment data or an individual payment order after the Bank has begun to execute the order or debited the payer's account.

9.10 Customer test environment

The Customer test environment of the WS channel is intended for testing the Customer's bank connection and services, such as testing C2B credit transfers, eInvoices/eBills and bank statements. The Customer has the opportunity to test new data formats and software versions before their adoption.

Using the customer test environment requires the Customer have agreements with the Bank for services which the Customer intends to test, such as a C2B payment agreement and an agreement for sending eBills/eInvoices. The data sender who sends data to the Bank via banking connection must have a Web Services agreement.

Using the customer test environment requires a separate WS channel certificate. A production certificate does not function within the customer test environment. Retrieval of a certificate for the test environment requires a Transfer Key that will be delivered to the Customer after conclusion of the agreement. The certificate can be retrieved using a Transfer Key. A customer code under agreements, payment identifier and payment accounts will be used in the data sent to the test environment.

More detailed instructions for the Customer test environment and the services to be tested can be found in the Customer Instructions available at op.fi. The Customer shall handle his customer data with due care when using the customer test environment as well.

Customer test environment checks do not in all respects correspond to WS channel checks and those of the services used via the channel.

The Bank is not responsible for any non-acceptance in the production environment of data accepted in the customer test environment, and is not liable for any costs that this may cause.

The functionality of the customer test environment is not as extensive as in the production service. The Bank does not guarantee that the testing environment is available to the Customer during all WS channel service hours.

9.11 Intellectual property rights

Title, copyrights, trademark rights and all other intellectual property rights to any material, text, images, software and other elements and content contained within, and made available through, the WS channel belong to the Bank and/or another OP Financial Group institution and/or a Third Party unless specifically otherwise agreed in writing. The Customer has the right to use the WS channel only in its own operations during the term of the WS channel agreement and in accordance with its stipulations and restrictions. The Customer has no right to assign or sublicense the rights under this agreement to a Third Party.

9.12 Use and disclosure of information

The Bank employs electronic handling and filing of information related to content, messages and orders sent and received by the Customer in the WS channel, as well as the Customer's other transactions in the WS channel.

The bank has the right to disclose information on the Customer in accordance with applicable laws in force.

The Bank also has the right to disclose information on the Customer to a Supplier, which may include registration of Customer transactions and orders within said party's information systems, but only to the extent that is, at the Bank's discretion, necessary for making the WS channel available to the Customer. In addition, such disclosure requires that the Supplier be bound by the same confidentiality obligation as the Bank.

9.13 Termination of the agreement

The Customer shall pay fees charged for the cancellation of the agreement as specified in the list of service charges and fees.

After the termination of the agreement, the Customer shall remain responsible for orders made and transactions executed via the WS channel before the termination of the agreement. The Bank has the right to complete any given orders prior to the termination of the agreement unless they have not been separately cancelled under the terms and conditions of each Transaction Service, or otherwise agreed.

10 Batch Transfer Service

10.1 Description

The Batch Transfer Service instructions for customers and the interface description of OP Financial Group as amended from time to time shall apply to the Batch Transfer Service. Said instructions and description are available from the Bank's branches and on the Bank's website at op.fi.

The Batch Transfer Service enables the Customer to send electronic data to, and retrieve it from, the Bank by line transfer and to use real-time account and information services. The content sent to the Bank constitutes orders related to services for which the Customer needs to conclude separate agreements.

Orders are processed in accordance with the content specific schedule for each service as shown in the Schedule Attachment.

In the Batch Transfer Service, the Customer receives from the Bank one or more user identifiers and banking security, or 'PATU', keys for each user identifier, which enable the use of the Batch Transfer Service. PATU is an information security system for banks' customer connections, issued by the Federation of Finnish Financial Services.

The Bank stores contacts from the Customer in the Batch Transfer Service's log files. If the Customer does not prove otherwise, the log



files shall be deemed reliable evidence of the content sent to, and retrieved from, the Batch Transfer Service by the Customer.

The Bank has the right to renew the Customer's user identifiers and PATU keys by delivering new user identifiers and new PATU keys to the Customer in the manner as specified in Clause 4.1 of the common section of the terms and conditions.

The Customer does not need to conclude a separate agreement for the Batch Transfer Service if he authorises a Material Handler to send and/or receive content passed through the Batch Transfer Service.

10.2 Customer's rights and obligations in use of the Batch Transfer Service

If it has been agreed that some type of content will be protected by banking security, or 'PATU', the Customer shall be responsible for only those orders sent with PATU protection and associated with the type of content in question.

The Customer is under an obligation to inform the Bank immediately if the delivery address or the contact person for the Customer's PATU keys changes.

10.3 Loss of Service User Identifiers

The Customer shall report any loss or suspected misuse of his user identifiers and/or PATU keys either to the Batch Transfer Service through a telecommunications connection or by telephone to the Bank's business location, or by filling in a form available on the Bank's website at op.fi. The Customer is not responsible for any orders sent after filing such a report, even if they were PATU protected.

10.4 Batch Transfer Service/C2B payment messages

If the payer has, in payment orders issued by a C2B payment message in the Batch Transfer Service, stated a due date immediately preceding the current banking day, the payments will be approved for further processing, but the due date used will be the processing date. Payment orders with earlier due dates shall be rejected.

11 Cash Management Service

11.1 Description

The Cash Management Service operates through an encrypted network connection over the internet. The Service enables the Customer to send orders to the Bank and follow the Bank's response messages.

Where necessary, the Bank services to which the orders relate shall be subject to a separate agreement with the Bank.

11.2 Content of the Cash Management Service

The Bank will notify the Customer via the Cash Management Service of the OP Financial Group services it makes available via the Service at any given time.

The Customer can use through the Cash Management Service his payment accounts with, and other Services of, OP Financial Group he has chosen for inclusion in the Cash Management Service. In using each Service, the Customer agrees to follow any special terms and conditions relating to that Service valid at any given time.

The Bank has the right to make changes to the range of services provided by the Cash Management Service and to the functioning and content of the Services.

11.3 Keys for the Cash Management Service

The Bank shall provide the Customer with the main key as Service User Identifiers for the Cash Management Service, containing a user ID, password and a list of single-use key codes.

With the help of the Cash Management Service, the Customer can use the main key to create sub-keys or include sub-keys in the Cash Management Service not yet included in the Cash Management Service. The Customer is responsible for the use of the main key and any sub-keys he has created or included in the Service.

The Cash Management Service can be used only with the Customer's keys. The Bank can only send information to the Cash Management Service.

In order to use the Cash Management Service, the Customer must login to the Cash Management Service using the main key or a sub-key. The use of the main key or the sub-key in the Cash Management Service is equivalent to the Customer's signature. All payments, orders, applications, agreements made by the Customer and other expressions of the Customer's intent in the Cash Management Service shall be binding on the Customer.

11.4 Loss of Service User Identifiers

The Customer shall deactivate the Service User Identifiers himself or close the entire Cash Management Service if the Service User Identifiers have been lost or their misuse is suspected. If the Customer has lost all of the keys needed to close the Service, the Customer shall immediately report to the Bank, either personally at a Bank branch during banking hours or by telephone, so that the Bank can deactivate the Service User Identifiers. Outside the banking hours, such a report must be filed with the deactivation service indicated by the Bank on its website at op.fi.

12 E-Salary Service

12.1 Service description

A Customer using the Service as an employer and a paymaster can offer its employees an electronic pay slip which the employee as a salary earner can view by using his personal online bank user identifiers.

In order to use the Service, the Customer needs to have a separate agreement in place with a third-party service provider regarding the transfer of electronic pay slips into the E-Salary environment. In order for an employee to be able to use the Service, he must have valid online bank user identifiers.

12.2 Bank's responsibilities

It is the Bank's duty to reliably verify the identity of a Customer's employee who login to the E-Salary Service using identifiers approved by the Bank. Furthermore, the Bank shall forward the employee identifier, with the employee's permission, to the third-party service provider responsible for the E-Salary environment, in order to enable the employee using the E-Salary Service to access the E-Salary environment administered by the third-party service provider.

12.3 Limitations of the Bank's liability

The Bank is not responsible for a service provided by a third party. The terms and conditions of an agreement concluded between the Customer and a third-party service provider shall apply to the E Salary environment and services provided by the third-party service provider. The Bank is not a party to said agreement and shall not be held responsible for obligations thereunder in any respects.

In no respects shall the Bank be responsible for content or information produced and/or published by a third party or the Customer.