

# General Terms and Conditions for Payment Transaction Services Corporate and Institutional Customers

Effective from 1 June 2023.

## Contents

I Scope of application.....	2	III Special, Service-specific Section.....	8
II Common Section.....	2	1 Recurring payments.....	8
1 Definitions.....	2	1.1 Service description.....	8
2 Entry into force and duration of the agreement .....	3	1.2 Service schedules.....	8
3 Service charges and fees.....	3	2 Money order.....	9
4 Communication between the Bank and the Customer.....	3	2.1 Service description.....	9
4.1 Bank notifications .....	3	2.2 Responsibilities of the parties .....	9
4.2 Contacts with the Bank.....	3	3 E-invoicing Service.....	9
5 Information required by the Bank.....	3	3.1 Service description and definitions.....	9
5.1 Sanctions.....	4	3.2 Service for receiving E-invoices.....	10
6 User ID .....	4	3.3 Service for sending E-invoices .....	11
6.1 Customer's responsibility for its User ID .....	4	3.4 E-invoicing on the op.fi service.....	15
6.2 Bank's right to deactivate a User ID .....	4	3.5 Personal data processing in the context of E- invoices.....	15
7 Required hardware, software and telecommunications.....	5	4 Sweeping .....	16
8 Bank's right to suspend use of the Service .....	5	4.1 Service description.....	16
9 Complaints and claims.....	6	4.2 Bank's responsibilities and obligations .....	16
10 Limitations of the Bank's liability .....	6	5 Web Services channel (corporate banking connection).....	16
11 Other limitations of liability.....	6	5.1 Responsibility for the connection software used by the Customer .....	17
12 Changes to the Service, agreement, its terms and conditions, and charges and fees.....	6	5.2 Availability of the WS channel .....	17
12.1 Changes to the agreement and its terms and conditions .....	6	5.3 Information and orders given by the Customer .....	17
12.2 Changes in service charges and fees.....	6	5.4 Use of information.....	17
13 Cancellation of the agreement.....	7		
14 Dissolution of the agreement.....	7		
15 Effects of ending of the agreement.....	7		
16 Bank's right to disclose and store information.....	7		
17 Force majeure.....	8		
18 Intellectual property rights.....	8		
19 Personal data processing.....	8		
20 Assignment of the agreement.....	8		
21 Other terms and conditions.....	8		
22 Applicable law, jurisdiction and out-of-court redress.....	8		
23 Regulator .....	8		

## I Scope of application

These terms and conditions apply to Payment Transaction Services offered to customers other than Consumers. The Special, Service-specific Section of the terms and conditions will apply only to the extent that the Bank and the Customer have concluded an agreement on the use of the Service in question.

In the event of any discrepancy or inconsistency between the sections of the terms and conditions, the Special, Service-specific Section pertaining to the Service in question will apply.

If there are any discrepancies between the different language versions, the Finnish version will apply.

When the Customer enters into an agreement for one or more Services and accepts these terms and conditions, these new terms and conditions will also apply to those Services already used by the Customer, superseding the terms and conditions previously in force.

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

## II Common Section

### 1 Definitions

**Administrator** means a party (e.g. an accounting firm) authorised by the Customer to manage the Customer's Payment Transaction Services. An Administrator shall not be considered a Subcontractor of the Bank.

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

**Business Day** is a day on which the Bank is open for business so as to be able to execute a Payment Transaction.

**Consumer** means a natural person who uses the Service and enters into an agreement for a purpose other than their business.

**Customer** means an entrepreneur or a legal person who enters into an agreement for the Service with the Bank. The provisions of these terms and conditions below concerning the Customer also apply to the Holders of User ID where applicable.

**Holder of User ID** means a person authorised to use the Service, to whom either the Bank or the Customer has given a User ID.

**International Sanctions** refer to sanctions, financial sanctions, export or import bans, trade embargoes or other restrictions imposed, administered, approved or executed by the Finnish government, United Nations, European

Union, United States of America and United Kingdom or their competent authorities or governing bodies, or to administrative asset freezing measures imposed by the Finnish National Bureau of Investigation.

**OP Financial Group** consists of OP Cooperative, its existing and future subsidiaries, its Group companies, entities and foundations and their subsidiaries, OP Cooperative's member cooperative banks and their subsidiaries, OP Bank Group Pension Foundation, OP Bank Group Pension Fund and other existing and future companies, entities and foundations, over which at least one of the above-mentioned organisations alone or together exercises control.

**OP's Digital Services** refers to the Digital Transactions Service for Corporate Customers, OP Business mobile, OP Corporate Hub or another electronic transaction service offered by the Bank.

**Other Service Provider** is an OP Financial Group company or entity.

**Payment Order** is an order placed by the Customer to its 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. The execution of a Payment Order involves the measures taken by the Bank to process the order and transmit the payment.

**Payment Services** means services related to the management and provision of payment accounts and the execution of Payment Transactions.

**Payment Transaction** refers to a procedure by which funds are transferred, withdrawn or made available, with the exception of transactions related to deposit interest credited.

**Payment Transaction Services** means services related to payment and account information available via OP's Digital Services.

**Service** means Payment Transaction Services.

**Service Provider** for the service for sending E-invoices is the Recipient's bank, payment institution or e-invoicing operator within OP Financial Group's e-invoice forwarding network, or another provider of electronic invoice forwarding services. Service Provider for the service for receiving E-invoices is the Sender's bank, payment institution or e-invoicing operator within OP Financial Group's e-invoice forwarding network, or another provider of electronic invoice forwarding services. Recipient and Sender are defined in these terms and conditions' section covering the E-invoicing Service.

**Subcontractor** means a legal person contracted by the Bank to supply materials, perform work or attend to other matters governed by an agreement, but who does not have an agreement with the Customer.



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

**User ID** means a user-specific tool or method, or a combination of these, such as a username for the Web Services channel, the related transfer keys and certificate, or other method accepted by OP. User ID does not mean OP's user IDs (e.g. OP User ID or OP Corporate User ID), which are agreed upon with the Customer separately.

## 2 Entry into force and duration of the agreement

This agreement comes into force as soon as the Customer and the Bank have approved the agreement. The Bank has the right to require that a decision made by the Customer's competent body on the entering into the agreement be sent to the Bank.

The Bank will allow reasonable time for the deployment of each Service.

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

## 3 Service charges and fees

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

If the account has no sufficient funds for debiting the Bank's charges and fees, the account holder must pay the Bank and the Bank has the right to debit the account, using the funds deposited into the account afterwards, the amount of penalty interest on the Bank's receivable, the charge for sending a reminder letter and other collection charges and fees. Charges and fees can also be debited from other accounts held by the Customer. Penalty interest is the reference interest rate valid at the time as referred to in section 12 of the Interest Act plus fifteen (15) percentage points.

## 4 Communication between the Bank and the Customer

### 4.1 Bank notifications

The Bank will use OP's Digital Services to send or make available to the Customer notifications of material changes in this agreement and its terms and conditions and all other notifications based on this agreement and replies to any complaints.

If the Customer has no agreement for use of OP's Digital Services with the Bank or the Bank cannot send or make available to the Customer messages by using OP's Digital

Services, the Bank will send the 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 with the Bank.

The Bank has the right to notify of other changes referred to in clause 12 below and other changes in charges and fees via its branches and OP's Digital Services.

### 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 via OP's Digital Services, or sends it to the above-mentioned address, the Customer will be regarded as having received the information immediately.

## 4.2 Contacts with the Bank

The Customer can contact the Bank by sending a customer message via OP's Digital Services, visit any of the Bank's branches in person or phone the Bank, with the following exceptions:

- Lost/stolen User IDs must be reported using the Deactivation Service the details of which are available at op.fi. No other reports may be filed with the Deactivation service. The Bank will ignore any possible reports other than those related to a lost/stolen User ID.
- The Customer may not give the Bank any orders, authorisations or instructions in the form of a customer message via OP's Digital Services.

### Service language

The Customer may communicate with the Bank in Finnish or Swedish depending on the resources available and 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, it is responsible for arranging for the interpretation services that it needs and will be liable for any 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 will be liable for any loss that may be caused by the Customer's having provided the Bank or Other Service Provider with insufficient or incorrect information. The Bank or Other Service Provider is under no obligation to verify or supplement the information provided.

The Customer must inform the Bank of its name, business ID, postal address, telephone number and domicile. In addition, the Customer must inform the Bank of the



Customer's owners and beneficial owners and whether they are liable to pay tax abroad and the tax identification number in respect of the country concerned. The Customer must inform the Bank of any changes in the above-mentioned information. The Customer must notify of such changes in order for the Bank to be able to verify in exceptional circumstances the authenticity of the service used, order issued or message sent by the Customer, among other things. The Customer is also obliged to provide the Bank, at the beginning of and during the customer relationship, with any other information requested by the Bank at any given time for knowledge of the Customer and the establishment and maintenance of the customer relationship.

The Customer must provide the Bank with an extract from the Trade Register if the information held in the Trade Register changes.

If the above-mentioned information was already provided earlier to the Bank, the Bank may use such information entered in its customer data file.

If the Customer has given permission for the delivery of information subject to bank secrecy as an SMS or by email, it must provide its new contact details if it wants messages to be sent to its new telephone number or email address.

The Customer must 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 as well as to the processing of data and orders specified in this agreement. The Bank will allow reasonable time to implement the changes reported by the Customer.

The Customer must 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 must 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' intervals, and other information on the Customer's financial position upon request or in a manner agreed separately.

## 5.1 Sanctions

The Customer represents and warrants to the Bank that the Customer or an entity belonging to the Customer's group of companies or over which the Customer exercises de facto control, a party with direct or indirect ownership of the Customer, a member of the Board of Directors, CEO, director, employee, an authorised signatory or another representative of such an entity, to the best of the Customer's knowledge:

- is not subject to International Sanctions and does not act on behalf of a private or legal person subject to such sanctions, and
- complies with the International Sanctions applied to it.

## 6 User ID

The use of a User ID is equivalent to a signature of the Customer's representative, and all orders given, messages sent, applications submitted and agreements made using User IDs will be binding on the Customer in relation to the Bank or Other Service Provider. If a Payment Transaction has been authorised using a User ID, the Customer is deemed to have authorised the execution of the Payment Transaction.

The Customer is bound by, and liable for, any and all measures taken by the Customer's employees or other Holders of User ID through use of their User IDs.

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

### 6.1 Customer's responsibility for its User ID

The Customer must carefully store its User IDs so that no unauthorised party can gain access to them. The components of a User ID must be kept separate from one another, and the Customer must follow the Bank's instructions when handling them.

The Customer is responsible for ensuring that Holders of User ID have the right to use the Service in question. The Customer is also responsible for ensuring that its employees or other Holders of User ID are aware of these responsibilities and the terms and conditions and any instructions for use related to the Service.

If a User ID is lost or falls into the hands of an unauthorised party or if a Holder of User ID or the Customer suspects that a User ID has fallen into the hands of such a party, the Customer must make sure that the loss of the User ID is immediately reported to the Bank in order to prevent unauthorised use of the Service. Such a report must be filed using the Deactivation Service the details of which are available at [op.fi](http://op.fi).

The Customer is liable for any and all transactions executed using its User ID and for any loss that may arise from such transactions, until the Bank has received a report on the loss of a User ID or its having fallen into the hands of an unauthorised party.

The Customer is, in any case, always liable for any unauthorised use of its User ID if the Customer or a Holder of User ID has intentionally filed a false report or otherwise acted with fraudulent intent.

### 6.2 Bank's right to deactivate a User ID

The Bank has the right to deactivate a User ID and prevent its use if:

- the security of the User ID has been compromised;
- there is reason to suspect that the User ID is being used in an unauthorised manner or with fraudulent intent;



- there is reason to suspect that the user ID is being misused;
- the User ID is being used in a manner that may cause a loss or hazard to the Bank or the Customer;
- there are grounds for doing so under legislation or other official regulations;
- the Customer has breached its contractual obligations or otherwise acts in violation of these terms and conditions;
- the User ID entitles its holder to use credit, and there is a significantly heightened risk that the debtor will fail to fulfil their repayment obligation; or
- there are grounds for doing so due to some other reason based on risk management.

The Bank will inform the Customer of the deactivation of its User ID primarily by calling the telephone number provided to the Bank. If this fails, the Bank will notify the Customer of the deactivation in writing as per clause 4.1 of these terms and conditions.

## 7 Required hardware, software and telecommunications

The Customer is responsible for ensuring that it has the hardware, software and telecommunications connections required to use the Service. The Customer is responsible for their performance and security of as well as for any operating and maintenance costs. The Bank is not responsible for the compatibility of the Service with the hardware, software, settings, systems or interfaces acquired by the Customer.

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 is organised in an appropriate manner. Disruptions or errors may occur in the Bank's information systems, which the Bank will report via OP's Digital Services.

On detecting a threat to data security posed by data received from the Customer, the Bank has the right to examine the data with respect to the data security threat or to have the data examined by an external data security expert.

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

The Bank is not liable for any damage or loss caused to the Customer as a result of data being lost or corrupted in a public data network or 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 use of the Service

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

- during software updates, maintenance or servicing and repairs;
- during power cuts and service downtime of electronic communication systems;
- if the Customer, the Customer's hardware or software, systems or telecommunications connections on the Customer's computer cause disruption or if the security of use of the Service is compromised for this or some other reason;
- in order to protect Customers and users against security or data security risks;
- if the Bank has reason to suspect the validity of use of the Service or misuse of the Service;
- if the Customer has not provided the Bank with the requested information or the Bank has been given false or misleading information;
- if there are grounds for doing so under legislation or other official regulations;
- if the Bank has a justified reason to suspect that the Service is being used for any illegal activity or in a manner that may cause loss or damage or the risk of loss or damage to the Bank, the Customer or a Third Party;
- if the Customer acts contrary to law or good practice, or is in breach of the terms and conditions applicable to the Service or the associated instructions for use;
- if the Customer is being placed in bankruptcy or liquidation, is subject to financial restructuring or other insolvency procedure, files for composition, or is in default of payments;
- if the Customer relocates to another country; or
- if the Customer or an entity belonging to the Customer's group of companies or over which the Customer exercises de facto control, a party with direct or indirect ownership of the Customer, a member of the Board of Directors, CEO, director, an employee, an authorised signatory or another representative of such an entity is subject to International Sanctions or acts on behalf of a private or legal person subject to such sanctions, or does not comply with the International Sanctions applied to it;
- if there are grounds for doing so due to some other reason based on risk management; or
- if the affirmation regarding International Sanctions given by the Customer to the Bank under clause 5.1 of these terms and conditions proves incorrect.

The Bank will endeavour to provide reasonable advance warning of any known suspension of its Services. The Bank is not liable for any direct or indirect losses caused by such suspension.



## 9 Complaints and claims

If the Customer detects any error or other problem in the Service, the Customer must promptly contact the Bank to troubleshoot and fix the error or problem.

Any complaints and claims must be sent in writing and duly itemised to the Bank as soon as an error or loss/damage has been detected. However, this must be done no later than three (3) months from the date of detecting the error or loss, or when the error or loss should have been detected unless otherwise provided in these or other terms and conditions applicable to the matter. 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 will have no right to claim damages in this respect.

## 10 Limitations of the Bank's liability

The Bank's liability towards the Customer is limited solely to the direct loss caused by the Bank's breaching the Payment Services Act or this agreement, thus causing a loss to the Customer. Such direct losses include interest loss, service fees charged by the Bank and the necessary costs incurred by the Customer in its efforts to have the breach or negligence remedied.

Under no circumstances is the Bank liable for any possible indirect or consequential loss caused to the Customer, such as loss of income or lost profit, or for any similar loss unless otherwise agreed separately.

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 Customer must, immediately after detecting a loss, take reasonable measures to mitigate its losses. If the Customer fails to do this, it is liable for the loss in this respect. Damages payable by the Bank for breach of either laws or the agreement may be adjusted if the amount is unreasonable in view of the reason for the breach, any possible contribution to the loss by the Customer, the amount of consideration paid for the Payment Service, the Bank's chances of foreseeing the loss and preventing it from occurring, and any other relevant circumstances.

## 11 Other limitations of liability

The Bank is not liable for any costs incurred by the Customer as a result of the Customer's submitting an inaccurate order or submitting the same order more than once.

In no respect is the Bank liable for the actions of a Third Party or an Administrator or for the content or usability of any information, products or services supplied by them. The Bank, not being a party to agreements between the Customer and Third Parties, is not responsible for the

fulfilment of such agreements and their terms and conditions.

## 12 Changes to the Service, agreement, its terms and conditions, and charges and fees

The Bank reserves the right to unilaterally change its range of services and the operation and contents of the services.

The Bank will inform of a change pertaining to its range of services or the operation and contents of services in the service channel of the service in question, a service description or on OP's Digital Services.

### 12.1 Changes to the agreement and its terms and conditions

The Bank has the right to change the agreement and its terms and conditions.

The Bank will inform the Customer of any change in the agreement or the terms and conditions that reduces the Customer's rights or increases its obligations, which is not due to a legislative amendment or an official decision, in accordance with clause 4.1 of these terms and conditions. Such a change will take effect one (1) month from the date on which the notification was sent, at the earliest. The agreement will continue to be effective with the altered content unless the Customer cancels it prior to the entry into force of the change. The Bank will not charge the Customer any costs incurred by the Bank due to such cancellation.

The Bank will provide notification of other changes in the agreement or the terms and conditions by making them available to the account holder at the Bank's branches and via OP's Digital Services. These changes may not increase the Customer's obligations substantially or diminish the Customer's rights substantially. Changes can also result from a legislative amendment, an official decision or changes in the direct debit or payment transfer system. 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 cancels it prior to the entry into force of the change.

### 12.2 Changes in service charges and fees

The Bank has the right to change its charges and fees charged for the use of its services and their bases.

#### **A new charge or fee**

The Bank will notify the Customer, as stipulated in clause 4.1 above, of any change resulting in a new charge or fee added to this agreement and not included in the list of service charges and fees on the date of signing the agreement, and which is not due to a legislative amendment or official decision. Such a change will take effect and the Bank will have the right to collect such a



new charge or fee one (1) month from the sending of the notification.

The agreement will continue to be effective with the altered content unless the Customer cancels it prior to the entry into force of the change. The Bank will not charge the Customer any costs incurred by the Bank due to such cancellation.

### **Other changes in charges and fees**

The Bank will 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 such a change at its branches and via OP's Digital Services. Changes in the list of service charges and fees will take effect within one (1) month from the publication of the list of service charges and fees.

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

## **13 Cancellation of the agreement**

Unless otherwise specified in the agreement or in the Special, Service-specific Section, the Customer has the right to cancel an agreement effective until further notice either in its entirety or in respect of an individual Service with immediate effect. The Bank will allow reasonable time to terminate the Services and any related orders. The Bank may charge the Customer the costs incurred by the Bank due to such cancellation.

The Bank has the right to cancel an agreement effective until further notice either in its entirety or in respect of an individual Service at one (1) month's notice unless a longer term of notice has been specified in the agreement. The Bank will send the Customer a notice of cancellation as stipulated in clause 4.1 of these terms and conditions. Any notice of cancellation applying to the Service will be given to the Customer in writing or, if separately agreed, electronically.

If the Customer has not used the Service for two (2) years, the Bank may deem the part of the agreement pertaining to the Service to have ended without a separate notice of cancellation.

## **14 Dissolution of the agreement**

The Bank has the right to suspend the Service and to dissolve the agreement in its entirety or in respect of an individual Service with immediate effect, if

- the Customer has materially breached its contractual obligations or the instructions for use;
- the Customer is removed from the Trade Register;
- the Customer permanently relocates to another country;
- the Customer uses the Service contrary to its intended purpose, the law or good practice;

- the affirmation regarding International Sanctions given by the Customer to the Bank under clause 5.1 of these terms and conditions proves incorrect.

The Bank will send the Customer a notice of dissolution as stipulated in clause 4.1 of these terms and conditions. Any notice of dissolution applying to the Service will be given to the Customer in writing or, if separately agreed, electronically.

The Customer has the right to cancel the agreement with immediate effect if the Bank has been in material breach of obligations under this agreement.

## **15 Effects of ending of the agreement**

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

After the end of the agreement, the Customer will remain responsible for any orders placed and transactions executed via the Web Services channel (corporate banking connection) and other channels before the end of the agreement. The Bank has the right to complete any orders placed before the end of the agreement unless they are separately cancelled, as described in the terms and conditions applicable to each Service.

The Bank has the right to stop providing the Service and deactivate any User IDs after the agreement has ended as described above. After that, the Service can no longer be accessed.

## **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.

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 entering into an agreement and any other transaction details are verified using the information system maintained, and/or telephone conversations recorded, by the Bank.

The Bank has the right to share with Subcontractors certain information pertaining to the Customer, including records of the Customer's transactions and orders within said party's information systems, but only to the extent that is, at the Bank's discretion, necessary for the provision of the Service to the Customer. Furthermore, such disclosures will only be made to Subcontractors that are bound by the same level of confidentiality as the Bank.



## 17 Force majeure

Neither of the parties is liable for any delays or loss if the party can prove that the party concerned has been prevented from fulfilling an obligation by an unusual and unforeseen reason beyond the party's control – such as failure in electricity supply, telecommunications or information systems, fire, natural disaster, war, civil commotion or strike, lockout or another industrial action – which has resulted in consequences that could not have been avoided or overcome by exercise of all due care.

Neither is the Bank liable for a loss caused by a strike, embargo, boycott or other industrial action when the Bank itself is affected by or involved in one.

Each party must inform the other party without delay of a force majeure circumstance and of its cessation. The Bank may announce such a force majeure circumstance on its website or in national daily newspapers, for example.

The Bank is also not 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.

## 18 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 Services belong to the Bank and/or Other Service Provider unless otherwise expressly agreed in writing. The Customer has the right to use the Service only in its own operations during the term of the agreement and in accordance with its stipulations and restrictions. The Customer has no right to assign or sub-license its contractual rights under this agreement to a Third Party.

## 19 Personal data processing

The Customer agrees that the Bank has the right to process the Customer's personal data necessary for the provision of Payment Services.

The Bank processes its customers' personal data in accordance with the regulations in force and in a manner described in greater detail in the Privacy Notice. The Customer is advised to familiarise itself with the privacy information.

The Privacy Notice is available on OP's website at [www.op.fi/dataprotection](http://www.op.fi/dataprotection) and at OP's customer service outlets.

## 20 Assignment of the agreement

The Bank has the right to assign this agreement, including the rights and obligations based on it, in full or in part to the party specified by the Bank. The Customer has no right to assign this agreement.

## 21 Other terms and conditions

If any of the clauses under this agreement are deemed invalid or null and void, the rest of the agreement will 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.

## 22 Applicable law, jurisdiction and out-of-court redress

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

Any disputes that may arise from this agreement will 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](http://www.fine.fi)) or the Banking Complaints Board within the Bureau. Payment Service users may report the Bank's actions to the Finnish Financial Supervisory Authority ([www.finanssivalvonta.fi/en/](http://www.finanssivalvonta.fi/en/)).

In the event that a dispute cannot be settled by way of negotiation, it will be referred to the Bank's local district court.

## 23 Regulator

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. Financial Supervisory Authority: Snellmaninkatu 6, P.O. Box 103, 00101 Helsinki, [www.fiva.fi](http://www.fiva.fi).

## III Special, Service-specific Section

### 1 Recurring payments

#### 1.1 Service description

Recurring payments include, among others, wages and salaries, pensions, social benefits and other similar payments.

Recurring payments can be executed in the form of SEPA C2B recurring payments. A description of the protocol is included in the service description of OP Financial Group's C2B services.

#### 1.2 Service schedules

The Bank will process all SEPA recurring payment data received from the Customer in C2B format within the time limits specified in the service description of C2B services so that the payment arrives at the domestic financial institution specified in the payee's account information on





the Business Day following the due date indicated in the submitted data.

## 2 Money order

### 2.1 Service description

The money order service is used to transfer funds to a payee whose account number is not known to the payer. The transfers are based on the payee's name and postal address and their personal identity code or business ID if the code or ID is known. The Service is designed for corporate and institutional customers with a considerable number of reimbursements to payees whose address only is known. Companies can send money orders to the Bank as C2B payment messages via their chosen channel of OP's Digital Services. The Bank debits the company's account for the payments on the due date. The Bank notifies the payees by post whenever a payment has been received.

### 2.2 Responsibilities of the parties

The Bank will transmit the money order payment based on the name, address and, where applicable, personal identity code or business ID provided by the Customer.

The Customer is responsible for ensuring that the above-mentioned information provided by it is true and correct. If there is any inconsistency between the payee name and address provided by the Customer and the personal identity code or business ID, the Bank will transmit the money order payment based on the personal identity code or business ID.

The Bank has the right to refuse to pay a money order payment if it has reason to suspect that the person withdrawing the funds is not authorised to make a withdrawal.

## 3 E-invoicing Service

### 3.1 Service description and definitions

**Additional Information** means a document or other information related to a Finvoice Message saved in the Display Archive by the Customer.

**Address Notification Service** means a service complementing the Finvoice forwarding service that is used to make Sender Info notifications available to Recipients via a digital service and to make Recipient Addresses provided by Recipients available to Senders for invoicing purposes.

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

**Consumer E-invoicing Service** means a service where the Recipient receives their invoices via a digital service.

**Customer Authentication Link** means a Link Created by the Service Provider that leads the Customer to the Transaction Service [www.finvoice.info](http://www.finvoice.info).

**Direct Payment Order** means a mandate given by the Recipient to their Service Provider to send the Customer a Reception Notification of a Direct Payment and to establish an order effective until further notice for the payment of any outstanding amounts based on Electronic Copies of Invoices.

**Direct Payment Service** means a service incorporated into the Finvoice forwarding service that the Recipient's Service Provider uses to receive a Direct Payment Order from the Recipient to pay their invoice on the basis of Electronic Copies of Invoices. This service allows the Recipient's Service Provider to create and send to the Bank, at the Recipient's request, a Reception Notification related to a Direct Payment in accordance with the Direct Payment Order given by the Recipient.

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

**E-invoice** means an electronic invoice in the form of a Finvoice Message.

**Electronic Copy of an Invoice** means a Finvoice Message sent by the Customer to the Bank containing the information necessary for the creation of a Payment Order.

**Finvoice Message** is a message in the format described in the Finvoice Implementation Guidelines and its technical descriptions.

**Invoice-specific Link** means a Link Created by the Service Provider that leads the Customer to the Display Archive.

**Link Created by the Service Provider** means a link from a digital service of the Recipient's Service Provider to the Display Archive or Transaction Service. The link is created on the basis of information contained in the Finvoice Message and an agreement between the Display Archive and the Recipient's Service Provider concerning the link created by the Service provider.

**Receiver Proposal** means a Finvoice Message sent by an invoicer to their consumer customer proposing that they begin to use E-invoices.

**Reception Notification** means a Finvoice Message sent by the Recipient via a digital service to communicate their willingness to receive Finvoice Messages from the Customer or to discontinue receiving Finvoice Messages. A Reception Notification can also relate to a Direct Payment Order given by the Recipient to their Service Provider.

**Recipient** means a party whose Recipient Address is given in a Finvoice Message. The Recipient has an agreement with their Service Provider for receiving Finvoice Messages. In the context of the Address Notification Service, the Recipient is a customer who uses a digital service to receive E-invoices. In the context of the Direct Payment Service, the Recipient is a payer who has placed an order to the Service Provider.



**Recipient Address** means an identifier used by a recipient (the Customer or the Recipient) of Finvoice Messages that consists of unique Recipient and Service Provider codes.

**Sender** means a party that sends a Finvoice Message or on behalf of whom a Finvoice Message is forwarded to the Customer.

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

**Sender Info** means a Finvoice Message by which the Customer communicates its capability to send Finvoice Messages in accordance with the Consumer E-invoicing Service or the Direct Payment Service.

**Transaction Service** means an electronic transaction service used by the Customer, where the Recipient can, for example, make agreements with the Customer.

### Service description

The Customer can use the E-invoicing Service to send and receive Finvoice Messages to and from Service Providers of the Finvoice forwarding service and other operators that have entered into an agreement for the forwarding of electronic invoices with OP Financial Group. The Service is designed for electronic B2B and B2C invoicing. The E-invoicing Service is based on the Finvoice forwarding service and subject to the Finvoice Message standard. More information on the service is available on the website of Finance Finland at <https://www.finanssiala.fi/en/topics/finvoice-standard/>

The Customer's Sender and Recipient Addresses constitute public contact information. The Bank reserves the right to publish the Customer's Sender and Recipient Addresses in a separate e-invoice address registry, such as that of TIEKE, the Finnish Information Society Development Centre.

With respect to B2B e-invoicing, entering into an agreement on receiving and sending E-invoices with the Bank also confirms willingness to send and receive E-invoices. The Bank reserves the right to give the Customer's Sender and Recipient Addresses to OP Financial Group member banks or other Service Providers or their customers in order to find out whether the Customer's business associates have the capability to send Finvoice Messages to, or receive them from, the Customer. E-invoicing can be deployed if such business associates have the required capability.

## 3.2 Service for receiving E-invoices

**The Service Provider for the service for receiving E-invoices** is the Sender's bank, payment institution or e-invoicing operator within OP Financial Group's e-invoice forwarding network, or another provider of electronic invoice forwarding services.

### Terms and conditions

By this agreement, the Customer and the Bank agree on the use of the service for receiving E-invoices and of the Recipient Address to be used for receiving E-invoices.

The Customer will also agree on the use of electronic invoicing with the Sender. The Customer will inform the Sender of its Recipient Address and any changes to it. The Customer must also notify the Sender if it wishes to stop receiving E-invoices from the Sender.

The deployment of the Service or the provision of a Recipient Address will not terminate the Customer's Payment Transaction Services agreements. The Customer must, if necessary, agree on the termination of its Payment Transaction Services separately with the Bank.

Finvoice Messages can be used to receive Attachment Messages that primarily qualify as accounting records or constitute other information necessary for checking invoices. Such information may include, for example, a consignment note or a work order. The Bank makes Attachment Messages available to the Recipient. Consumer customers cannot receive E-invoice attachments. Between corporate customers, attachments can be received subject to certain restrictions. A list of the latest restrictions is kept available at [op.fi](http://op.fi).

The Customer may instruct the Bank to forward carbon copies of Finvoice Messages addressed to the Customer to a specific Third Party (e.g. an accounting firm) provided that the Third Party has an agreement on the service for receiving E-invoices with the Bank. However, Finvoice Messages specifically mentioned in the service description cannot be forwarded as carbon copies.

The Customer is deemed to have received a Finvoice Message when the Bank has made it available to the Customer. The Sender, the Service Provider or the Bank are under no obligation to deliver an invoice forwarded as a Finvoice Message to the Recipient in any other format.

A Finvoice Message will be made available to the Customer no later than on the second Business Day following the date of its arrival at the Bank.

The Bank will keep the Finvoice Message available to the Customer for a period applied to the electronic service channel in question and in any case for at least 60 days from the date on which the Finvoice Message was delivered to the Bank. The Customer is responsible for the processing of the Finvoice Message. The Bank is under no obligation to keep a Finvoice Message received by the Bank beyond the above-mentioned storage time or to deliver the information to the Customer in any other format.

The Customer must file any complaints concerning the content of Finvoice Messages and/or any related Attachment Messages directly with the Sender.

The Customer acknowledges the Bank's right to give the Customer's and/or its Administrator's Recipient Address and contact information to the Service Provider and the



Sender, notwithstanding bank secrecy or similar confidentiality obligation.

In the absence of an order, the Bank will be under no obligation to take charge of the payment of an invoice delivered as a Finvoice Message or of the processing of the Finvoice Message in other respects.

The Bank is not responsible for any default consequences caused to the Customer as a result of the Customer's failure to accept an invoice delivered as a Finvoice Message or the Customer's accepting an invoice late or with changed payment data. The Bank will make all payments based on Finvoice Messages in the form of credit transfers, subject to the General Terms and Conditions of Payment Transfers.

The Bank reserves the right to suspend the provision of the Service due to fraud, a data security risk or a known technical fault.

If the forwarding of a Finvoice Message is prevented due to a reason attributable to the Bank, the Bank shall pay the Customer only penalty interest prescribed by law and any reasonable investigation costs. The Bank is not liable for any loss caused to the Sender, the Service Provider, an Administrator or a Third Party.

The Bank is not liable for any loss arising from the forwarding of Finvoice Messages being prevented or delayed due to a force majeure circumstance or any unreasonable impairment of the Bank's operations resulting from a similar cause. A force majeure circumstance encountered by the Bank or its Subcontractor entitles the Bank to suspend the provision of the Service.

### 3.3 Service for sending E-invoices

**The Service Provider for the service for sending E-invoices** is the Recipient's bank, payment institution or e-invoicing operator within OP Financial Group's e-invoice forwarding network, or another provider of electronic invoice forwarding services. The Service may be used to send E-invoices, Direct Payments and paper invoices.

The Customer can use the service for sending E-invoices to send Finvoice Messages related to Direct Payments. Finvoice Messages related to Direct Payments include Sender Info notifications, Reception Notifications and Electronic Copies of Invoices.

The Customer invoices the Recipient using the Direct Payment Service in a manner agreed with the Recipient and sends an Electronic Copy of the Invoice as a Finvoice Message to the Bank. The Electronic Copy of the Invoice is sent at the same time as the invoice is sent to the Recipient.

The invoicer must include a mention in the invoice of the fact that an Electronic Copy of the Invoice has been sent to the Recipient's Service Provider for processing. If an invoice covers several payments with different due dates, a separate copy of the invoice must be sent for each payment to the Recipient's Service Provider via the Bank,

in which case only the first copy is delivered at the same time with the invoice.

The Customer is obliged to send an Electronic Copy of the Invoice and the invoice itself well in advance of the due date in order for the Service Provider to have time to process the data. The Bank and the Service Provider have the right to reject any Electronic Copies of Invoices that were sent too late.

If the Customer fails to send both an invoice and an Electronic Copy of the Invoice, the Customer will have no right to present claims to the Recipient on the grounds that the invoice has not been paid.

If the Customer stops using the Direct Payment Service, it must notify the Recipient of that.

The service for sending E-invoices includes an option of using a printing service provided by the relevant OP cooperative bank, enabling the sending of paper invoices. Any Finvoice Messages sent to the printing service must be in compliance with the Finvoice standard. The Bank reserves the right to reject messages that are not in compliance with Finvoice Message descriptions.

#### Terms and conditions

The Customer and the Recipient must mutually agree on the use of electronic invoicing. The Customer will agree on the sending of Finvoice Messages and the Sender Address to be used for the purpose with the Bank. Finvoice Messages may also be sent by an Administrator authorised by the Customer.

The Customer must not send Finvoice Messages to a Recipient without the Recipient's permission, or send Finvoice Messages to a Recipient who has refused to accept them.

The deployment of the Finvoice forwarding service or the provision of a Finvoice address to the Customer will not terminate the Recipient's other Payment Transaction Services.

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

A Finvoice Message will be made available to the Recipient no later than on the second Business Day following the date of its arrival at the Bank. If the Recipient uses an e-invoicing operator for receiving E-invoices, a Finvoice Message is deemed to have been delivered to the Recipient when the message has been delivered to the Recipient's e-invoicing operator.

Either the Bank or the Service Provider may reject a Finvoice Message due to, for example, insufficient



information, formal errors, or the requirements set by the Service Provider in question.

The Bank will make available to the Customer information on Finvoice Messages that could not be forwarded. The information on Finvoice Messages that could not be forwarded due to, for example, an incomplete Recipient Address, will be available to the Customer on the fourth Business Day after the Finvoice Message's sending date.

The Bank will forward Finvoice Messages only on the basis of the Recipient Address provided by the Customer. The Customer is to be informed of a change of Recipient Address by the Recipient. The Bank is under no obligation to store the Recipient Addresses of the Customer's business associates or to notify the Customer of changes in Recipient Addresses.

The Customer is responsible for the content, accuracy and legitimacy of its Finvoice Messages. 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 can be made to a Finvoice Message after the Bank has received it.

The Customer undertakes to exercise due care in handling Recipient Addresses. The Customer may neither give Recipient Addresses to a Third Party nor use them for any purpose other than to forward Finvoice Messages. The Customer undertakes to store Recipient information in accordance with good data processing practice and in such a way that no outsiders have access to them.

The Customer acknowledges that, for each individual Finvoice Message, the Bank and the Service Provider have the right to give the Customer's or its Administrator's contact information (e.g. business ID, name and address) to the Recipient.

If the forwarding of a Finvoice Message is prevented due to a reason attributable to the Bank, the Bank shall pay the Customer only penalty interest prescribed by law and any reasonable investigation costs. The Bank is not liable for any loss caused to the Recipient, the Service Provider, an Administrator or a Third Party.

The Bank is not liable for any loss arising from the forwarding of Finvoice Messages being prevented or delayed due to a force majeure circumstance or any unreasonable impairment of the Bank's operations resulting from a similar cause. A force majeure circumstance encountered by the Bank or its Subcontractor entitles the Bank to stop the provision of the Service.

The Bank reserves the right to suspend the provision of the Service due to a breach of the agreement, fraud, a data security risk or a known technical fault.

The Customer must be prepared to resend a Finvoice Message in the event of a disruption or a fault. The

Customer must also ensure backup arrangements for managing invoicing and the forwarding of messages.

### 3.3.1 Use of links

The Customer can include links in a Finvoice Message in accordance with the Finvoice Implementation Guidelines. Such links can be either ordinary web links or Links Created by the Service Provider. A Link Created by the Service Provider leading to the Display Archive is deemed to constitute an Invoice-specific Link. A Link Created by the Service Provider leading to the Transaction Service is deemed to constitute a Customer Authentication Link.

Links must not contain confidential customer data, such as personal identity codes, account numbers or card numbers, in a plain-text format. The Customer is responsible for all links, their usability, the content of its service, and for ensuring that the Bank's, its customers' or Third Parties' data security is not compromised by the use of the links. Customer-specific data displayed via links must be protected in an appropriate manner.

The Bank and the Service Provider have 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 a Finvoice Message to the Recipient in a Display Archive external to the digital service. Such links are deemed to constitute Invoice-specific Links. The Customer can also use a Link Created by the Service Provider for directing an authenticated Recipient from the Service Provider's online banking service or online payment service to the Customer's Transaction Service. Such links are deemed to constitute Customer Authentication Links. Directing an authenticated Recipient via a link to the Customer's Transaction Service does not constitute strong electronic identification within the meaning of the Finnish Act on Strong Electronic Identification and Electronic Signatures.

The Customer will agree with the admin of the 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 transactions executed using the Transaction Service are valid and lawful.

The Customer undertakes to ensure that a sufficient authentication level applies to each transaction executed using the Transaction Service. The Customer is responsible for notifying the Recipient of the authentication level applied to the Transaction Service.

Neither the Bank nor the Service Provider will assume any responsibility for transactions executed using the Transaction Service or for any related loss or damage.

The Customer is responsible for ensuring that each Finvoice Message includes the information necessary for



the creation of the Service Provider's link in accordance with the Finvoice Implementation Guidelines.

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 any Third Party is not compromised by the use of the Display Archive or Transaction Service. Online banking link technology is used for all Links Created by the Service Provider, and all customer information displayed via such links must be appropriately protected.

The Customer must provide the Bank with a report on the content or functionality of its Display Archive or Transaction Service if there is, for example, reason to suspect that a breach of the agreement or the law has been committed, or if it is necessary to obtain such a report for another similar reason.

Neither the Bank nor the Service Provider is liable for any loss resulting from Additional Information being inaccurate, out of date or in breach of the agreement or the law, or for another similar reason.

Should the Additional Information be in violation of the terms and conditions of this agreement or should the Display Archive or Transaction Service pose a risk to transaction security or should the Bank or the Service Provider have a justified reason to assume so, both the Bank and the Service Provider have the right to prevent the use of the relevant Link Created by the Service Provider with immediate effect and without any prior notice. Both the Bank and the Service Provider also have the right to immediately prevent the use of a link if the Display Archive or Transaction Service is a service other than the Customer's own service. Neither the Bank nor the Service Provider is liable for any indirect or direct loss incurred where they prevent the use of a Link Created by the Service Provider for such a reason.

Information concerning a Recipient or a Third Party obtained via such a link must not be used for any purpose other than those provided for under these terms and conditions. A Link Created by the Service Provider cannot be used to re-authenticate a Recipient or to create new IDs.

The Customer is responsible for the availability of any Display Archive or Transaction Service it uses. The admin of the Display Archive or Transaction Service shall not be considered a Subcontractor of the Bank.

The Customer is responsible for ensuring that any Additional Information it delivers to the Display Archive matches the information contained in the corresponding Finvoice Message. Additional Information can never replace invoicing data reported via a Finvoice Message as

prescribed by law (such as the Finnish Value Added Tax Act or the Finnish Accounting Act) but supplements such data.

The Customer is responsible for ensuring that the functionality between any Link Created by the Service Provider and the Display Archive or Transaction Service has been tested and verified prior to deployment.

The Customer must ensure that Additional Information remains unaltered and visible to the Recipient for a period of 24 months. Any Additional Information pertaining to an individual Finvoice Message that is stored and displayed in the Display Archive or Transaction Service must not be altered after the Customer has delivered it to the admin 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 admin of the Display Archive or Transaction Service and the Service Provider.

### 3.3.2 Sending of Attachment Messages

The Customer can send Attachment Messages with Finvoice Messages. Attachment Messages can be sent using the electronic service channels specified in the service description of the Corporate E-invoicing Service. Between corporate customers, attachments can be sent subject to certain restrictions. A list of the latest restrictions is kept available at [op.fi](http://op.fi).

Attachments included in Attachment Messages provide more detail on the information forwarded by means of Finvoice Messages. The primary purpose is to send accounting records or other information necessary for checking invoices that cannot be sent with the actual invoices forwarded as Finvoice Messages. Such information may include, for example, a consignment note or a work order.

The Customer must not send Attachment Messages to a Recipient without the Recipient's permission, or send Attachment Messages to a Recipient who has refused to accept them.

The Customer is responsible for ensuring that any Attachment Messages sent are compliant with the latest version of the Finvoice Implementation Guidelines. Neither the Bank nor the Service Provider is under any obligation to process Attachment Messages that are not compliant with the Implementation Guidelines.

Rejection of a Finvoice Message automatically also means the rejection of any related Attachment Messages.

Attachment Messages must not be used to promote or otherwise advertise products or services, to send images of invoices, or to forward other data contrary to these terms and conditions and the Finvoice Implementation Guidelines. Both the Bank and the Service Provider have the right to reject Attachment Messages that are not compliant with the Finvoice Implementation Guidelines. Both the Bank and the Service Provider also have the right to reject an Attachment Message if it is believed to compromise 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. The associated Finvoice Message is also rejected by default in such cases.

The Bank is not responsible for the Recipient's ability to receive and process Attachment Messages.

### 3.3.3 Address Notification Service

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

In order for the Customer to be able to use the Address Notification Service, it must have an agreement with the Bank for sending E-invoices and the capability to send Finvoice Messages and process customer responses.

The Customer delivers, via the Bank, a Sender Info notification to any Service Providers of the Recipient from whose customers the Customer wishes to receive Recipient Addresses. The Sender Info notifications are sent to the Service Providers' notification service addresses. If the Customer wishes to receive Recipient Addresses from several Service Providers, it must supply a separate Sender Info for each Service Provider. Any changes to, and removal of, Sender Info notifications must also be executed separately for each Service Provider.

The Bank forwards the Sender Info to the Recipient's Service Providers and verifies the Customer's identity for the Recipient's Service Provider by importing the Customer's name to each Sender Info from the Bank's system.

The Customer uses Sender Info notifications to report whether it is using just the E-invoicing Service or both the E-invoicing Service and the Direct Payment Service.

Any Service Provider of the Recipient who provides a digital service to its customers will make the information contained in the Sender Info available to its customers via the digital service. Customers of the Recipient's Service Provider can use the digital service to send a Reception Notification to the Sender.

If the Customer has confirmed that it also accepts Direct Payments, the Recipient's Service Provider will use the Sender Info as the basis for enabling the issuing of Direct Payment Orders concerning the Customer.

The Recipient's Service Provider forwards the Reception Notifications for the E-invoicing Service and the Direct Payment Service to the Bank.

The Customer can send E-invoice Receiver Proposals to consumer customers, which the customers can approve or reject online. Approved E-invoice Receiver-Proposals will automatically activate the E-invoicing Service.

The Customer must not change its customer's (the Recipient's) invoicing method unless it is able to definitively identify the correct customer from the Reception Notification.

The Customer is responsible for the accuracy of the information contained in Sender Info notifications. The Bank will make Sender Info notifications available to its own recipient customers and to other Service Providers based on the Service Provider's notification service address given in the Customer's Sender Info.

Either the Bank or the Service Provider will make the Sender Info available to the Recipients via a digital service channel or for the Bank or the Service Provider to use in processing Direct Payment Orders. The Service Provider will keep the information given by the Customer available to the Recipient until the Customer changes or removes the information.

The Service Provider has the right to remove a Sender Info 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 a Recipient discontinues to receive E-invoices or cancels a Direct Payment Order, the Service Provider sends the Customer a message confirming the removal of the Reception Notification.

The Bank will make all Reception Notifications supplied by Recipients and any changes and removals thereof available to the Customer. The Bank forwards Reception Notifications to the Customer in the same format in which they were delivered to the Bank.

A Reception Notification is deemed to have been delivered to the Customer when the Bank has made the Reception Notification available to the Customer. The Bank will keep Reception Notifications available to the Customer for a period applied to the electronic service channel and in any case for at least 60 days.

The Customer must process Reception Notifications and any changes and removals thereof immediately after the Bank has made them available to the Customer.

If this agreement ends, the Bank has the right to cancel all Sender Info notifications issued on behalf of the Customer. The cancellation of a Sender Info notification automatically also cancels any associated Direct Payment and E-invoice Reception Notifications.

Upon discontinuing the use of the Direct Payment Service, the Customer is responsible for notifying any of its own customers who have given it Direct Payment Orders.

The cancellation of a Sender Info notification does not affect any payment proposals or Payment Orders already issued, as based on Finvoice Messages received by the Service Provider.

The Customer must communicate any changes to Sender Info notifications by means of a change message.



If an invoicer cancels a Sender Info notification, any Reception Notifications related to the Sender Info notification are also automatically cancelled.

### 3.3.4 Requests for cancellation

The Customer may challenge the validity of an individual Electronic Copy of an Invoice of a Direct Payment or an E-invoice by sending a Finvoice Message containing a cancellation request to the Bank. The Service Provider will process cancellation requests as agreed with the Recipient.

The Customer is responsible for the accuracy of any cancellation request. The Customer may not demand payment from a Recipient if the Service Provider has cancelled an invoice based on a cancellation request. The Customer must notify the Recipient of the cancellation of an invoice.

The Customer must send any cancellation request to the Recipient's Service Provider via the Bank well in advance, in order for the Service Provider to have enough time to process it before the due date. Both the Bank and the Service Provider have the right to reject any cancellation request sent too late as per the Finvoice Implementation Guidelines.

If the Service Provider is unable to cancel an invoice according to a cancellation request, the Customer must contact the Recipient to make arrangements for reimbursing or refunding the payment based on the Electronic Copy of the Invoice of the Direct Payment or E-invoice in question.

## 3.4 E-invoicing on the op.fi service

E-invoicing on the op.fi service is a service designed for creating, sending and storing electronic invoices (E-invoices). The Customer can also use the service to store information about its own customers and products.

Using the Service requires a valid Corporate Agreement for Digital Transactions.

The Service can be used to create electronic invoices compliant with the Finvoice Implementation Guidelines and to send them in accordance with the Finvoice forwarding service description and terms and conditions.

E-invoicing on the op.fi service includes an option of using OP cooperative banks' printing service. Invoices sent via the printing service are subject to a charge based on the latest list of service charges and fees or a separately agreed service charge.

The Bank reserves the right to publish the Customer's E-invoice Sender Address in the e-invoice address registry of TIEKE, the Finnish Information Society Development Centre.

### Customer's rights and responsibilities

The Customer must provide the Bank with the information mentioned in the Common Section of these terms and conditions.

The Customer is responsible for all information they enter into the Service as well as for all edits and deletions.

The Customer is liable for any costs resulting from having to investigate and correct errors introduced by the Customer.

### Limitations of the Bank's liability

The Bank is not liable for any costs incurred by the Customer as a result of the Customer's submitting an inaccurate order or submitting the same order more than once.

The Bank will store information entered by the Customer into the service for a time specified by the Customer on the online service or until the Customer deletes the information. The Bank has the right to charge the Customer for information storage in accordance with the latest list of charges and fees, or as separately agreed.

The Bank is not liable for any loss incurred by the Customer as a result of the Customer's deleting or editing its own entries.

The Bank will keep a log of the use of the Service. Unless the Customer is able to prove otherwise, the log files will be deemed to constitute reliable evidence of what the Customer has done in the Service.

## 3.5 Personal data processing in the context of E-invoices

- a When OP forwards E-invoices and information contained in E-invoices on behalf of an invoicer, OP acts as a processor of personal data by order of and on the account of the Customer in accordance with personal data laws. The Customer, as the controller, is responsible for ensuring that it has the right to process all the data in question, supply the data to OP for processing and authorise OP to process the data pursuant to what is agreed in this agreement. In this agreement, the General Data Protection Regulation refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- b OP complies with the personal data laws of Finland in force at the time (later personal data laws) when processing personal data supplied by the Customer to OP in the context of the Services.
- c Personal data are only processed for the purpose of forwarding E-invoices, and the data subjects are the Customer's end customers. The data processed include data subjects' names and other information necessary for forwarding invoices or required by the Finvoice standard, and information included by the Sender of each E-invoice in their Finvoice Message. OP deletes any personal data processed in the context of providing services under this agreement according to its normal practice after the end of the agreement unless there is



- a requirement to store the personal data in question under European Union or national laws.
- d This agreement lays down the terms and conditions on which personal data supplied by the Customer are processed and, due to the nature of the Services, OP cannot accept any other instructions on the processing of personal data from the Customer unless otherwise expressly agreed in writing. The above also applies to any instructions concerning the transfer of personal data to third countries. OP will alert the Customer to any instructions set out in the agreement or any its appendices concerning the processing of personal data that OP deems to be in breach of personal data laws.
  - e OP is responsible for ensuring that its staff sign any appropriate non-disclosure agreements concerning the processing of personal data in the context of the Services and for taking any technical and organisational measures necessary to ensure the safe processing of any personal data supplied by the Customer.
  - f OP may, at the Customer's request and in so far as is possible, taking into account the nature of processing, assist the Customer by appropriate technical and organisational measures for the fulfilment of the Customer's obligation, as the controller, to respond to data subjects' requests to exercise their rights under personal data laws. OP reserves the right to charge the Customer for any such measures separately.
  - g OP may, at the Customer's request, assist the Customer in ensuring compliance with its obligations as the controller under Articles 32–36 of the General Data Protection Regulation, where this can be deemed reasonable, taking into account the nature of processing and the information available to OP at any given time. OP reserves the right to charge the Customer for any such measures separately.
  - h OP will, without undue delay, notify the Customer of any personal data breach that comes to its attention.
  - i The Customer consents to OP's using Third Parties, such as other processors, in the provision of the Services. OP reserves the right, at its discretion, to also transfer the Customer's data to countries outside of the EU/EEA. OP's right to disclose data concerning such Third Parties is subject to its confidentiality obligations. OP is responsible for only using processors who have appropriate technical and organisational measures in place to protect personal data and for imposing the same contractual data protection obligations as those laid down in this agreement on any such other processors. OP is responsible for ensuring that any processors it uses meet their obligations towards the Customer.
  - j OP undertakes, at the Customer's request, to make available to the Customer all information necessary to demonstrate its compliance with the obligations laid down in Article 28 of the General Data Protection Regulation and may allow for audits conducted by the Customer in order to verify the lawfulness of the processing of personal data. All such audits must be

conducted at a time and in a manner acceptable to OP, and the Customer is liable for all costs associated with such audits, including any costs incurred by OP that OP has the right to charge to the Customer. As a rule, such audits involve OP making the documentation associated with the Service available for the Customer or an auditor mandated by the Customer to inspect.

## 4 Sweeping

### 4.1 Service description

Sweeping (automatic balance transfer) facilitates a company's liquidity management, investment of assets and transfers of internal funds. The Bank uses sweeping to make periodic balance enquiries and euro-denominated credit transfers between accounts that the Customer has with OP Financial Group or to OP Fund Management Company Ltd's account on behalf of the Customer, when the balance satisfies the conditions set out in the order under the Customer's agreement.

### 4.2 Bank's responsibilities and obligations

Unless otherwise agreed, the Bank's responsibility for processing an order will begin no sooner than on the signing of the associated agreement. The Bank will allow reasonable processing time to execute any credit transfers ordered.

## 5 Web Services channel (corporate banking connection)

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

The data that may be accessed via the WS channel is agreed separately.

The customer test environment of the WS channel is intended for testing the Customer's bank connection and data, such as C2B credit transfers, E-invoices and bank statements. The Customer can test new data formats and software versions before deployment.

Any senders of data to the customer test environment who send the data to the Bank via the banking connection must have a corporate agreement on Web Services. In order to use the customer test environment, the Customer must have agreements with the Bank on the Services that the Customer intends to test, such as a C2B payment agreement and an agreement for sending E-invoices. Not all the functions available in the live versions of the Services are included in the customer test environment. The checks that can be performed in the customer test environment do not necessarily match those available in the WS channel and Services accessible via the WS channel.





Instructions for using the WS channel are available to the Customer at [op.fi](http://op.fi).

### 5.1 Responsibility for the connection software used by the Customer

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

### 5.2 Availability of the WS channel

The WS channel is available to the Customer during the service hours indicated by the Bank. Alternative ways for accessing data may be provided to the Customer outside of the service hours and when the Service is down for maintenance, in addition to which the Customer may visit OP Financial Group's branches during their business hours.

The Bank reserves the right, at the Customer's request or in cases referred to in clause 8 of the Common Section of these terms and conditions, to

- disable an individual username for the WS channel to prevent access to the WS channel using the disabled username; or
- block all access to the WS channel to prevent access to the WS channel using any of the usernames issued for the WS channel under the agreement.

### 5.3 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 any mistakes. The Bank is not responsible for checking, supplementing or otherwise editing such information. The Bank reserves the right not to execute the Customer's transaction or order if it cannot be executed due to a mistake or an omission in the information provided.

### 5.4 Use of information

The Bank employs electronic processing and filing of information related to the data, 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.