



# General Terms and Conditions of use of Corporate Online Services User Identifiers

Valid for new agreements effective 4 April 2016.

OP-Services Ltd was changed to OP Cooperative on 1 December 2021.

OP Insurance Ltd was changed to Pohjola Insurance Ltd on 1 December 2021

## 1 Introduction

User Identifiers enable user authentication on OP Financial Group's corporate online services – eg OP Financial Group's Corporate eServices, OP eServices for small corporate and institutional customers and OP's Insurance Services – and, when necessary, the electronic signatures for orders, documents and messages.

User Identifiers for corporate online services also enable user authentication and electronic signatures on services provided by a Third Party approved by the Service Provider in case the Third Party and the Customer or the Company agree on the legal effects of the use of User Identifiers.

The terms and conditions herein stipulate the Customer's rights and obligations pertaining to the use of User Identifiers for corporate online services.

## 2 Definitions

**Company** refers to an entrepreneur or institution as OP Financial Group's customer.

**Customer** refers to a person who is party to this Agreement and uses User Identifiers as the Corporate Customer's representative of OP Financial Group.

**OP Financial Group** consists of OP Cooperative, its existing and future subsidiaries (such as OP Corporate Bank plc), its Group companies (such as Pohjola Insurance Ltd), entities and foundations and their subsidiaries, OP Cooperative's member banks and their subsidiaries, OVY 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** refers to an OP Financial Group company or institution.

**Service Provider** refers to an OP Financial Group company or institution with which the Customer has concluded this Agreement and which is the other party to this Agreement.

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

**User Identifiers** refer to a user ID and password as well as a list of changing one-time key codes given for the personal use of the Service Provider's Customer and used for OP Financial Group's corporate online services and a service of a Third Party approved by the Service Provider, and/or to a certificate or authentication credential provided by the Service Provider or an authentication credential provided by the Other Service Provider to the Customer.

## 3 Granting and use of User Identifiers

The Service Provider shall verify the identity of a person collecting his User Identifiers when handing over these Identifiers to the person, based on either the electronic authentication method approved by the Service Provider or on an official document that reliably proves its holder's identity.

The Customer authenticates himself on OP Financial Group's corporate online services or a service of the Third Party approved by the Service Provider by entering his username, password and a changing one-time key code.

Use of the User Identifiers is equivalent to the Customer's signature on the corporate online services of OP Financial Group companies.

## 4 Information required by the Service Provider

The Customer must provide the Service Provider with his name, personal ID code or date of birth, nationality, place of residence, the address where his key code list should be sent, and any changes in this information.

The Customer is also under an obligation to notify his mobile phone number if he holds rights of access to a Transaction Service on the corporate online services of OP Financial Group companies,

- within which limits orders can be made whose accuracy the Service Provider wants to verify by means of SMS, for example
- to which triggers and reminders sent by the Service Provider to the Customer are related.

The Customer must notify of changes in his contact information in order for the Service Provider or the Other Service Provider to be able to verify, in any exceptional



circumstances, the authenticity of the service used, order issued or message sent by the Customer and to direct triggers and reminders to the relevant person.

## 5 Using User Identifiers for authentication on a Third Party's service

The Customer may as an authenticated person move from the corporate online services of OP Financial Group to a Third Party's service.

The Service Provider has the right to restrict such access to a Third Party service.

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

## 6 Customer's responsibility for storing and using User Identifiers

The Customer shall carefully store his username, password and the list of changing one-time key codes separate from each other so that no unauthorised party can obtain them. The User Identifiers may not be disclosed to anyone else or for a separate application or service. The Customer agrees to destroy the printed sheet of the username and password received from the Service Provider and not to copy down them into an easily recognisable form.

User Identifiers may never be given to a person requesting them orally or in writing. The Customer is aware that the Service Provider will never enquire about User Identifiers by telephone, email or in any other manner.

The Customer is responsible for any information he has given and transactions he has done on OP Financial Group's corporate online services using his User Identifiers.

If the username and/or the password is/are lost or accidentally come into the possession of an unauthorised party or if the Customer suspects that they have come to the possession of an unauthorised party, he must immediately inform the Service Provider thereof in order to prevent any unauthorised use of the service. Said notification to the Service Provider that has signed the Agreement can be made during the banking hours of OP Financial Group's bank branches either in person at the branch or by telephone. Outside banking hours, the notification should be made by telephone, tel. +358 20 333. The Service Provider will publish any changes in the notification procedure on OP Financial Group's corporate online services.

The Customer's responsibility for unauthorised use of the User Identifiers will cease as soon as the Customer has informed the Service Provider of the loss of his username

and/or password or its/their coming into an unauthorised party's possession, as described above.

The Company is responsible for all transactions done using the User Identifiers during their validity in accordance with these terms and conditions.

## 7 Service provider's responsibilities and obligations

The Service Provider is responsible for verifying the Customer's identity when handing over the User Identifiers and for the fact that the Identifiers can be used to authenticate on OP Financial Group's corporate online services or a Third Party's services, unless the User Identifiers have been deactivated or the authentication event has not been technically restricted.

## 8 Service Provider's right to suspend the provision of service

The Service Provider has the right to suspend the use of the User Identifiers during maintenance and repair. The Service Provider shall not guarantee any uninterrupted availability of the User Identifiers and not be liable for any loss caused by interruptions.

In addition, the Service Provider may suspend the provision of services with immediate effect if the Customer or the Customer's hardware, or software, systems or data communication connections of his computer cause disruption or jeopardise the service's security. The Service Provider is not obliged to inform the Customer if an order is suspended or remains unexecuted owing to the reason mentioned above.

## 9 Responsibility for hardware, software and data communication connections

The Customer is responsible for his hardware, software, data communication connections and the appropriate organisation of the data security of his information system, as required for the use of OP Financial Group's corporate online services. The Customer is responsible for their purchase, performance and security and operating and maintenance costs. The Service Provider shall not guarantee that the services can be used with the hardware, software, settings, systems or interfaces acquired by the Customer.

The Service Provider is not liable for any loss caused by lost or flawed information on a public data network or on a network owned, managed or used by the Customer under the contract.

The Service Provider is responsible for the appropriate organisation of the data security of its information system. Notwithstanding the above, disruptions, errors, viruses or other harmful components may occur on OP Financial Group's corporate online services, for which the Service Provider is not liable.



The Service Provider has no obligation to provide the Customer with technical support or maintenance services, unless otherwise agreed.

## 10 Limitations of liability

The Parties are not liable for any indirect or consequential loss, such as loss of income or loss of profit not received, caused by disruptions or errors on the service.

Nor shall the Parties be held liable for any damage or loss caused by a force majeure event or unreasonable impairment or prevention of the Party's operations resulting from a similar cause. Such a force majeure event may include action taken by an authority, a breakdown in electronic communications or electricity supply beyond the Service Provider's control, or industrial action.

## 11 Alteration of the terms and conditions

The Service Provider has the right to alter the terms and conditions of this Agreement.

The Service Provider shall notify of any material changes in the terms and conditions in writing at least one (1) month before they become effective. The Customer is regarded as having received the Service Provider's notification on the seventh calendar day at the latest after said notification has been sent to the latest address notified by the Customer. The Agreement will continue to be effective with the altered content unless the Customer informs the Service Provider in writing by the effective date of said alteration that he disagrees with the alteration. If the Customer does not approve said alteration, he and the Service Provider have the right to terminate this Agreement in accordance with these terms and conditions. The Service Provider shall not charge the Customer any costs incurred by the Service Provider due to such termination.

## 12 Commencement, termination and transfer of Agreement and User Identifiers

The Agreement drawn up in writing will take effect upon signing by both Parties. The Agreement made electronically will take effect upon the Customer's signature using the authentication data approved by the Service Provider or an electronic signature credential.

The Agreement is effective until further notice.

The Customer may terminate the Agreement in writing with immediate effect and without a period of notice.

The Service Provider may terminate the Agreement applying a one (1) month notice period from the date of termination. In addition, the Service Provider has the right to terminate the Agreement with immediate effect if the User Identifiers have not been used for the last 12 months or the Customer has no longer a valid right of access to OP Financial Group's corporate online services. Such termination must be made in writing or electronically in a separately agreed manner.

The Service Provider has the right to prevent the use of the User Identifiers or cancel the Agreement with immediate effect if the Customer is in breach of the terms and conditions of this Agreement or misuses OP Financial Group's corporate online services.

The Service Provider has the right to prevent the use of the User Identifiers if the security of their use is in jeopardy or the Service Provider has reason to suspect that the User Identifiers are being used in an unauthorised manner or with fraudulent intent.

The Customer shall pay the Service usage fee for the month of termination of the Agreement.

Responsibility for transactions the Customer has executed during the Agreement's validity using his User Identifiers shall remain with him after the Agreement has terminated.

The User Identifiers will remain effective during the term of the Agreement. They will cease to be effective upon the Customer's death and the Service Provider has been notified of the death.

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

The Customer has no right to transfer this personal Agreement to a third party.

## 13 Disclosure of information

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

## 14 Using information on User Identification-based Customer transactions

The Service Provider has the right to collect and save information on the use of the User Identifiers, on transactions executed on OP Financial Group's corporate online services and on agreements made electronically, and to handle this information within the limits set by law or with the Customer's permission.

The date of an order, application or agreement and any other Customer transactions will be verified using the information system maintained by the Service Provider. The Service Provider has the right to disclose information on the use of the User Identifiers to the relevant OP Financial Group company or institution.

If required by the business or service transaction, the Service Provider will record telephone conversations and messages in order to verify the content of the message. The file description as referred to in the Personal Data Act is available from the OP Financial Group's business locations and on OP Financial Group's corporate online services.



## 15 Applicable law and jurisdiction

The Customer shall contact his Service Provider in questions arising from this Agreement and the terms and conditions herein.

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

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

Any disputes that may arise from this Agreement shall be submitted to the Helsinki District Court. A private customer also has the right to submit the case to the district court of his domicile. If the Customer's place of residence is elsewhere than in Finland, disputes shall be submitted to the Helsinki District Court.

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](http://www.fiva.fi)