

# OP User ID Agreements

Effective as of 22 November 2020.

The service provider OP Card Company Plc was renamed OP Retail Customers Plc on 1 June 2021.

## 1 Service provider

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

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

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

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

Contact information of the Consumer Ombudsman: Competition and Consumer Authority, Siltasaarencatu 12 A, P.O. Box 5, 00531 Helsinki ([www.kkv.fi](http://www.kkv.fi))

## 2 Scope of application

The laws of Finland apply to this agreement.

These terms and conditions apply to the use of OP's User IDs and to the identification of the Customer in OP Financial Group's electronic services and in Third Party Services. If the bank has agreed with the Customer on user identifiers for OP eServices, these terms and conditions will also apply to a private customer's strong electronic authentication under the Act on Strong Electronic Identification and Electronic Trust Services.

In the event of conflict in interpretation between the various language versions of these terms and conditions, the Finnish language version will prevail.

## 3 Definitions

Definitions used in these terms and conditions are as follows:

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

**International Sanctions** are 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 administrative asset freezing measures imposed by the Finnish National Bureau of Investigation.

**Third Party** is a party other than a party to this agreement.

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

**Consumer** is a natural person who enters into the agreement mainly for a purpose other than their business.

**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 abovementioned organisations alone or together exercises control.

**OP's Digital Services** are digital service channels, intended for customers of OP Financial Group companies, which customers can use after they have identified themselves. These service channels include op.fi, OP-mobile, OP Accessible and OP's telephone service at 0100 0500.

**User ID** refers to OP eServices user identifiers, OP Service user identifiers, OP User ID, OP Service User ID or any other identification means OP offers at any given time. These are interrelated components provided either partially or fully by the Service Provider and they can comprise, for example, username, password and various confirmation instruments. User ID also refers to the Service Provider's other certificates or authentication identification means, or Other Service Provider's identification means provided to the Customer and accepted by the Service Provider.

**Strong Electronic Identification** is an electronic method of identifying a person and verifying the authenticity and correctness of the identification data, in accordance with the Finnish Act on Act on Strong Electronic Identification and Electronic Trust Services.

## 4 Commencement and termination of the agreement

This agreement will take effect when you and OP have accepted this agreement. The agreement will remain effective until further notice, unless otherwise agreed.

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

Under chapter 6a, section 12 of the Consumer Protection Act, you have the right to cancel an agreement within 14 days after the conclusion of the distance selling contract or a later date on which you received the agreement including its terms and conditions.

## 4.2 Termination of agreement

### Termination

You have the right to cancel the agreement with immediate effect by notifying OP of it. If you terminate a valid OP Digital Services Agreement, this agreement too is considered to be terminated by you.

OP has the right to terminate the agreement, applying a notice period of two months from the date of sending the notice of termination.

### Cancellation

OP has the right to cancel the agreement with immediate effect if you are in material breach of the terms and conditions of the agreement or if the service is being used for any action contrary to law or in a manner that may cause harm or hazard to you, OP or an external party. If you are subject to international sanctions, we would consider it, at least, a material breach of the agreement.

### Impact of the end of the Agreement

The termination or cancellation of the agreement ends the agreement. Following termination of the agreement, you will have no right to use the service.

## 5 Communication between OP and the customer

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

You must indicate your name, personal ID code, postal address, phone number and domicile to OP. You are under the obligation to notify OP of any changes in this information. OP also has the right to obtain the information from the registration authority.

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

If you have a valid OP Digital Services Agreement, OP will send you notifications about changes to this agreement, its terms and conditions or list of service charges and fees as a message in OP's digital services. OP may also send you a trigger of such notifications or other messages in OP's digital services, for example, by email or SMS.

If you do not have a valid OP Digital Services Agreement, OP will send such notifications in writing or electronically to the address you have given to OP or registration authority.

### Date of receipt of information

When OP sends a notification referred to in this agreement in OP's digital services, the notification is regarded as having been received on the day following the day it was sent. When OP sends a notification referred to in this agreement by post, the notification is regarded as having been received on the seventh day following the day it was sent.

## 5.3 Language for transactions

Depending on OP's offering and the branch, service channel or service in question, you can perform your transactions in Finnish or Swedish. If you wish to use a language other than Finnish or Swedish, you will be liable for costs arising from obtaining and using interpretation services.

## 6 User ID

### 6.1 Granting a User ID

Granting a User ID requires that

- your identity can be verified from an identity verification document accepted by OP or using electronic identification accepted by OP or another method accepted by OP
- the User ID is issued for personal use only
- you have a permanent residence in an EEA state.

OP will identify the Customer and verify their identity during the signing of the agreement.

### 6.2 Storing and using the User ID

A User ID issued to a private customer is personal. You may not give the User ID to other people, not even family members, nor to separate applications or services unless the application or service is approved by OP. You can view the applications and services approved by OP at op.fi. If you give your User ID to a third party, you are responsible for any actions by third party under your name.

You may not use the User ID for identifying yourself to services that are provided by a party subject to international sanctions or where a party exercising control is subject to such sanctions. Nor is it allowed to use the User ID for purposes that are against law or good practice or otherwise against the corporate social responsibility requirements issued by OP.

- You must not give your User ID or any of its components orally over the telephone to anyone asking for them (in OP Customer Service 0100 0500, the customer enters the User ID on their phone)

- by typing them on your mobile phone in response to an SMS request, unless you are responding to OP's digital services or another service or application approved by OP
- in response to a request by email. Never log into OP's digital services via any link sent to you in an email.

You must not write down your User ID or save it in an easily recognisable format. If the User ID has been given to you digitally or otherwise through telecommunications, you must yourself protect your User ID and ensure that the information is not visible or remain available to unauthorised parties.

You must store your User ID carefully in such a way that no other person, not even family members or employees without access rights, will be able to obtain them. The components of the User ID may not be kept in a single place at home or in the wallet or handbag.

You must regularly check in an appropriate manner that your User ID is safe.

When using your User ID, you must protect the device, such as a computer, phone or a separate keyboard on which you enter the User ID, so that no other person will be able to obtain the User ID or its components.

OP's digital services may not be used from a computer or other device on which malicious software has been detected.

#### 6.2.1 Report on loss of User ID or its falling into the possession of an unauthorised person

You must immediately report to the Service Provider if your User ID gets lost. You must also report it if your User ID falls, or if you suspect that it has fallen, into the possession or hands of an unauthorised person. Similarly, you must also file a report if only some components of the User ID have got lost or fallen into the possession or hands of an unauthorised person.

To file such a report, call the Deactivation Service (24/7) at the number shown on the Service Provider's website at op.fi. During the Service Provider's opening hours, you can also file a report by calling another number indicated by the Service Provider or by visiting a Service Provider's branch in person.

With respect to other identification means and certificates accepted by the Service Provider, you must file such a report on loss in accordance with the terms of use for the identification means or certificate in question.

### 6.3 OP's right to restrict the use of User ID

OP has the right to deactivate your user ID or restrict its use if

- 1) you are subject to international sanctions
- 2) a legal guardian is appointed for you

- 3) the security of your User ID is in jeopardy
- 4) despite its request OP has not received from you an explanation on the source of funds, or if OP has been unable to verify your identification
- 5) the bank has reason to suspect that your User ID is being used in an unauthorised manner or with fraudulent intent
- 6) you use the User ID in breach of the agreement
- 7) there is a legal reason for it
- 8) if you seek debt arrangement or file for a bankruptcy
- 9) the User ID entitles its holder to use credit, and the risk that the customer as debtor fails to fulfil their repayment obligation has risen considerably.

### 6.4 Legal acts in OP's digital services

In OP's digital services, you can enter into agreements and send applications to the Service Provider, Other Service Provider or a Third Party approved by the Services Provider, make orders with them and send messages to them.

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

You will be responsible for all actions that you have made in OP's digital services after identifying yourself. Using your User ID is equivalent to your signature. Using a User ID issued to corporate and institutional customers is equivalent to their official signature under the Trade Register, the Register of Associations or the Register of Foundations.

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

### 6.5 Using User ID for electronic identification

You may also use your User ID to access the services of Third Parties, if agreed upon by the Service Provider or Other Service Provider and said Third Party.

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

### 6.6 Customer's responsibility for using the User ID

Your responsibility for using your User ID is determined based on the User ID's purpose.

### 6.6.1 Responsibility for use of User ID as a payment instrument

You will be liable for any unauthorised use of your User ID if

- 1) you have disclosed the User ID to an unauthorised person
- 2) the User ID getting lost or falling into the possession of an unauthorised person or their unauthorised use is due to your negligence or your failure to fulfil your obligations under Clause 6.2 above or
- 3) you have not filed a report with the Service Provider or the User ID Deactivation Service regarding the loss of your User ID, its falling into the hands of an unauthorised person or its unauthorised use, as required by Clause 6.2.1 above, without undue delay after you noticed it and immediately after you should have detected the unauthorised use of your User ID.

You will be held fully liable for loss caused by any unauthorised use of your User ID if you have given it to an unauthorised person.

Your liability in cases referred to in Clauses 2 and 3 above is a maximum of 50 euros if the User ID has been used as a payment instrument or a means of identification entitling to the use of an account with credit facility as referred to in chapter 7, section 19 of the Consumer Protection Act. You will always be fully liable for any losses if you have acted with intent or through gross negligence.

You will not be liable for unauthorised use of the User ID after you have filed a report as referred to in Clause 6.2.1 above, unless you have intentionally filed a false report or otherwise acted fraudulently.

### 6.6.2 Corporate and institutional customer's liability

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

The corporate and institutional customer will also be liable for any losses if a User ID has been used after a report was filed with the Service Provider or the User ID Deactivation Service regarding the loss of the User ID, its falling into the hands of an unauthorised party or its unauthorised use, if the corporate customer or user of the User ID intentionally filed a false report or otherwise acted with fraudulent intent.

### 6.6.3 Responsibility for using the User ID as identification means

As a holder of the User ID, you will be liable for any unauthorised use of your User ID if

- 1) you have disclosed the User ID to an unauthorised person
- 2) the User ID getting lost or falling into the possession of an unauthorised person or its unauthorised use is due to your negligence which is not minor
- 3) you have not filed a report with the Service Provider, or another party indicated by it, regarding the loss of your User ID, its falling into the hands of an unauthorised person or its unauthorised use, as required by Clause 6.2.1 above, without undue delay after you noticed it and immediately after you should have detected the unauthorised use of your User ID.

However, you as the holder of the User ID are not liable for any unauthorised use of the User ID if

- 1) the User ID has been used after you filed a report with the Service Provider or the User ID deactivation service, indicated by the Service Provider, regarding the loss of your User ID, its falling into the hands of an unauthorised party or its unauthorised use
- 2) you have not been able to file a report on the loss of your User ID, its falling into the hands of an unauthorised person or its unauthorised use without undue delay after you noticed it, because the identification service provider has neglected its obligation to ensure that the holder of the User ID is able to file such a report at any time
- 3) the Service Provider has neglected its obligation, under subsection 4 of section 18 or subsection 25 of section 5 of the Act on Strong Electronic Identification and Electronic Trust Services, to check whether the User ID is subject to any restrictions, whether its use has been prevented or whether the User ID has been cancelled.

## 7 How much does it cost to use the User ID?

OP has the right to charge you for the services referred to in this agreement in accordance with the list of charges and fees. OP has the right to debit these charges and fees from your account or card. The list of service charges and fees valid at any given time is available on our website at [op.fi](http://op.fi) and from our branches.

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

OP has the right to amend the agreement by notifying you of the changes in accordance with Clause 5.2. (OP's notifications).

If such a change does not increase your obligations or reduce your rights, or if it is due to a regulatory amendment or an official decision, the change may come into force immediately. Otherwise, we will notify you of a change at least two months before it takes effect. The agreement will continue to be effective with the changed content unless you terminate your agreement before the day the change is to take effect.

## 8.1 Assignment of the agreement

OP has the right to assign this agreement, including the rights and obligations based on it, in full or in part to a party specified by OP. You have no right to assign this agreement to a third party.

## 9 Personal data processing

OP processes customers' personal data in accordance with regulations in force and in a manner described in greater detail in the Privacy Statement and the Privacy Notice. The customer is advised to become acquainted with the indicated privacy information. The Privacy Statement and Privacy Notice are available on the OP website at [www.op.fi/dataprotection](http://www.op.fi/dataprotection).

## 10 Damages

OP's liability towards the customer is limited to direct losses arising from action taken by OP in breach of the law or the agreement. Such direct losses include necessary costs incurred by the customer due to remedying an error.

OP is only liable to compensate the customer for direct losses if they arise from action in breach of the law or the agreement and if the losses were caused by OP's negligence. However, OP is not liable for an indirect loss caused by an error or neglect occurred in the execution of a payment order. Indirect losses include a loss of income or earnings, lost profit, a loss arising from an obligation based on another agreement or another loss that was difficult to foresee, or the fact that you cannot use your funds in the bank account in the manner you wish.

### Customer's obligation to mitigate loss

Customers must take reasonable measures in order to mitigate any losses. If you fail to do so, you are personally liable for the loss in this respect. Damages payable by OP for breach of either the Payment Services Act or the agreement may be adjusted if the amount is unreasonable considering the reason for the breach, any possible contribution to the loss by the customer, the amount of consideration paid for the product/service, OP's chances of foreseeing the loss and preventing it from occurring, and any other relevant circumstances.

## 10.1 Force majeure

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

The bank is not liable for a loss caused by a strike, embargo, boycott or other industrial action in the event that the bank itself is also affected by or involved in it.

A party must inform the other party without delay of any force majeure event and of its cessation. The bank may do this by publishing an announcement, for example, on its website or in national daily newspapers.

## 11 Settlement of disputes

Please contact us first without delay and we will try to solve the matter together.

If the matter cannot be settled by way of negotiation, you should present your demand to OP in writing, including related grounds.

If you disagree with the decision made by OP, you can submit the matter in writing to OP Financial Group's Customer Ombudsman ([www.op.fi/asiakasasiames](http://www.op.fi/asiakasasiames)). The customer ombudsman is a fast and free-of-charge complaint-handling channel, and the handling concerned is independent of the previous decision.

As a consumer, you may take the dispute concerning these terms to the Consumer Disputes Board ([www.kuluttajariita.fi](http://www.kuluttajariita.fi)). If the disagreement concerns a financial or insurance service, you may submit the disagreement to the Finnish Financial Ombudsman Bureau ([www.fine.fi](http://www.fine.fi)) or to the Bureau's Banking, Investment or Insurance Board. You may also contact the Financial Supervisory Authority.

### Jurisdiction for disputes

OP or you may bring an action concerning disputes that may arise from this agreement against each other in the district court of the Finnish municipality in the jurisdiction in which the consumer resides or has a permanent place of residence. If the consumer no longer resides or has no permanent residence in Finland when bringing an action, such action may be brought in the district court of the Finnish municipality in the jurisdiction of which the consumer resides or has a permanent residence when establishing the agreement. If the consumer customer did not reside or had no permanent residence in Finland during the establishment of the agreement, an action will be brought in the court of first instance in the locality of

the EU member state in the jurisdiction of which the customer resides or has a permanent residence. If the customer is not a resident of an EU member state, disputes will be submitted to the Helsinki District Court.

Furthermore, the customer has the right to bring an action against OP in the district court where OP is domiciled, as well as against the account-holding bank in the district court where the account-holding bank is domiciled.