



Adding a card to the Service requires that you accept and agree to comply with the following Terms and Conditions on Adding a Payment Card to the Garmin Pay Service.

## Terms and Conditions on Adding a Payment Card to the Garmin Pay Service

Effective as of 1 February 2024.

### Cardholder's consent and Garmin's right to obtain information

The Cardholder enters into agreement with both Garmin Ltd (later Garmin) and OP Retail Customers plc (later OP) on using the Card to pay with Garmin Pay by downloading the Garmin Connect app, agreeing to Garmin's Terms of Service, accepting these OP terms and conditions, and adding the Card to the Payment Application.

In addition, the Cardholder separately gives their consent to OP to disclose the information concerning the use of Garmin Pay specified below to Garmin. The Cardholder may cancel their consent at any time by requesting OP to delete the Card from the Payment Application or by deleting the Card from the Payment Application themselves. After the Card has been deleted from the Payment Application, the Cardholder can no longer use the Payment Application with the Card in question. The cancellation of consent does not affect the lawfulness of personal data processing performed before consent was cancelled.

Based on such consent and to implement this agreement and execute the legitimate interests of Garmin, OP may disclose to Garmin information, referred to in Garmin's data protection practices, about the Cardholder's Garmin Pay payment transactions.

OP may disclose heading level information about payment transactions performed on Garmin Pay to Garmin.

Examples of information that may be disclosed to Garmin:

- date, time, sum and currency code of a payment transaction
- seller's name, location and description

Garmin uses the information obtained under this agreement in accordance with Garmin's Terms of Service and Garmin's Privacy Policy valid at the time.

For example, Garmin may use the information for the following purposes:

- to fulfil its contractual obligations
- to display the latest Garmin Pay payment transaction information about payment transactions to the Cardholder in the Payment Application
- to detect and prevent misuse and fraud
- to comply with laws and regulations

- to respond to enquiries from the authorities
- to improve Garmin's payment services

Garmin may also process the information referred to above outside the EU.

You can learn more about Garmin's data protection practices valid at any given time at <https://www.garmin.com/fi-FI/privacy/garminpay/policy/>.

Additional information about personal data processing at OP Financial Group is available at [op.fi/dataprotection](https://www.op.fi/dataprotection).

### 1 Service provider

Garmin Pay is a service available for mobile devices that can be used to make payments. Garmin Pay (later the Service) is provided by Garmin Ltd.

The Card added to the Service is provided by OP Retail Customers plc.

### 2 Scope of application

These terms and conditions apply when a Card issued by OP is added to or used in the Service. By adding the Card to the Service, the Cardholder accepts these terms and conditions.

In addition to these terms and conditions, the General Terms and Conditions for Payment Cards, and Credit Card Terms and Conditions apply. In the event of conflict between the terms, these terms and conditions will prevail.

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:

**Cardholder** is a customer who has entered into a contract on the Card with OP, and to whom the personal Card has been issued.

**Card** means both the card details added in the device and the physical payment card.

**Payment application** refers to the Garmin Connect Application.



**Mobile Device** is a smartwatch or any other device in which the Service is used to pay with the Card.

**Mobile Contactless Payment** is a payment feature included in the Card which the Cardholder can use, on a Mobile Device or another separate device, to approve contactless payments in contactless payment readers.

**Service** is the Garmin Pay service which can be set up for the Mobile Device and used to make payments.

## 4 Adding a Card to the Service

The Cardholder is responsible for having the hardware, software and data communication connections required by the Service. The Cardholder is responsible for their security, performance, up-to-dateness and compatibility with services, as well as for their maintenance, operating and data communications costs.

When adding the Card to the Service, the Cardholder must follow the Service instructions. The Cardholder is responsible for the accuracy of information they enter in the Service.

Card details are not stored in the Service, nor does OP forward them to Garmin. The encrypted and unique card identifier that enables payment with the Mobile Device in question is forwarded by OP to Garmin.

The Cardholder may add more than one Card to the Service.

When the Card is renewed, the new Card's identifier is automatically updated in the Service.

## 5 Using the Card in the Service

After the Card has been added to the Service, the Service can be used to pay by mobile contactless payment in shops that accept the payment method.

Before approving a payment, the Cardholder must check the currency and amount of the payment and the validity of the transaction.

A Mobile Contactless Payment is made by unlocking the Mobile Device with an access code if the device requests it and placing the Mobile Device near a payment reader that accepts contactless payment. Contactless payment restrictions for physical cards do not apply to mobile contactless payments. The Service may be used to pay amounts by contactless payment up to the Card's spending limit. The Cardholder is responsible for ensuring that the Card's spending and withdrawal limits are set appropriately.

Information about payment transactions is available for the Service and visible only to the Cardholder in the Service.

## 6 Cardholder's responsibilities

The Cardholder is responsible for ensuring that

- the correct Card is added to the Service;

- the Card is not added to the Service on a Mobile Device that is in shared use and has an access code known to others or no access code;
- the Mobile Device containing the Service is locked by an access code that is known only to the Cardholder, such as a personal PIN or the Cardholder's biometric identifiers;
- the Mobile Device and its access code are stored in a manner similar to that set out in the General Terms and Conditions for Payment Cards on safeguarding the Card and Card details to prevent outsiders accessing the payment methods in the Service;
- the Card details are erased from the Service if the Mobile Device is removed from the Cardholder's use, handed over to another person's use, or sold

## 7 Reporting a lost Card or Mobile Device

The Cardholder must notify OP without delay if the Mobile Device, the Card details stored on it or the access code are lost or obtained by an unauthorised party or used in an unauthorised manner.

To do this, the Cardholder should call the Deactivation Service in the first instance. The valid Deactivation Service phone number is available on the OP website at [op.fi](http://op.fi). The Deactivation Service is open 24/7.

When calling the Deactivation Service, the Cardholder must state whether they want to deactivate both the Card and its details stored on the Mobile Device or just the Card details if only the Mobile Device has been lost.

## 8 End of agreement

The agreement is effective until further notice.

Under chapter 6 a, section 12 of the Consumer Protection Act, consumers have the right to cancel an agreement within fourteen (14) days of the date of concluding a distance selling contract or a subsequent date on which the consumer received the agreement, its terms and conditions included. This agreement is cancelled automatically if the Cardholder deletes the Card from the Service. The right of cancellation does not apply to payment transactions made using the Service.

The Cardholder may delete the Card details from the Service and Mobile Device at any time to end the use of the Service.

OP has the right to terminate and cancel the agreement in accordance with its General Terms and Conditions for Payment Cards.

The encrypted identifier enabling payment transactions is automatically deleted from the Service/Mobile Device if the card agreement is terminated or cancelled in accordance with OP's General Terms and Conditions for Payment Cards.



Termination and cancellation of the Service are subject to the terms and conditions that the Cardholder has accepted to use the service.

## 9 Service charges

OP does not charge a separate fee for the use of the Service.

OP charges fees for the Card and its use according to the Charges and Fees valid at the time.

## 10 Changes to the terms and conditions

OP has the right to change these terms and conditions. OP notifies the Cardholder of changes in the manner agreed in the General Terms and Conditions for Payment Cards. OP has the right to require that the Cardholder accept the new terms and conditions before continuing to use the Service.

## 11 Personal data processing

OP processes customers' personal data in accordance with the General Terms and Conditions for Payment Cards. OP's Privacy Notice is available on the OP website at [www.op.fi/dataprotection](http://www.op.fi/dataprotection).

Garmin processes the customer's personal data in accordance with Garmin's terms and conditions and data protection practices.

## 12 OP's limitations of liability

OP is not liable for agreements between the Cardholder and the Service provider. Nor is OP liable for the delivery, functionality or security of the Service or of third-party services necessary to use the Service.