



Digital Agreement for Companies

Terms of Contract as of 1 November 2024

Welcome to the Terms of Contract! These terms include important information about your agreement's contents, so please read them carefully.

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I General section

1 Service provider

The service provider is OP Retail Customers plc.

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

The Financial Supervisory Authority supervises the operations of OP.

Contact information of the Financial Supervisory Authority: Finnish Financial Supervisory Authority: Snellmaninkatu 6, P.O. Box 103, FI-00101 Helsinki (www.finanssivalvonta.fi/en).

2 Scope of application

This agreement will be governed by Finnish law.

These terms and conditions are part of the Digital Agreement for Companies, which specifies the use OP's Digital Services.

Via OP's Digital Services, the Customer can use Transaction Services defined by OP, such as transmission of payments and e-invoices, financing and account services, investment and information services, and insurance services. The contents and functions of Transaction Services may vary when used on different devices.

OP has the right to specify OP's Digital Services it provides at any given time, and the Transaction Services provided within them. However, OP reserves the right to refuse to provide the Customer with digital services, part of them, or Transaction Services, or to limit the features available within those services. OP may also change the digital services and Transaction Services it provides.

A Transaction Service available on OP's Digital Services is subject to the Transaction Service's agreement terms, conditions and instructions. If the terms, conditions or instructions governing a Transaction Service available on OP's Digital Services conflict with the general terms and conditions of the Digital Agreement for Companies, primarily the Transaction Service's terms and conditions apply.

The provisions governing disclosure of information prior to conclusion of an agreement and during the contractual relationship, laid down in the Payment Services Act and other laws, do not apply to OP's Digital Services, unless otherwise provided below.

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

3 Definitions

Definitions used in these terms and conditions are as follows:

Customer means a natural or legal person who approves the agreement and becomes a party to the agreement, and who is not a consumer.

File Transfer means an electronic data transfer channel for sending and receiving banking and insurance files, messages and orders.

Transaction Service means one or several services produced by OP Financial Group or a Third Party and provided on OP's Digital Services at any given time. An agreement made on a Transaction Service does not form part of the Digital Agreement for Companies, with the exception of the File Transfer service governed by the Corporate Agreement for Digital Transactions.

Administration Right means the right given, by an Administrator, to a Corporate User to represent the Customer on OP's Digital Services in all matters relating to a specific Transaction Service's communications, Users and Access Rights.

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

Third Party means a party other than a party to the agreement or a company or entity belonging to OP Financial Group.

User means an Administrator or a Corporate User.

Access Right means an authorisation given to a User to use and administer a Transaction Service or OP's Digital Services in online and branch channels.

OP refers to a company or entity belonging to OP Financial Group.

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 mean various service platforms provided by a bank or another company belonging to OP Financial Group, such as the op.fi service, OP's mobile apps, Electronic Signature Service and Telephone Service. These services can be used with various devices, such as a computer, mobile device and phone.

Administrator means a natural person, authorised by the Customer, who has the right to alone represent the Customer in all matters related to the company's contact information, communication methods, Digital Agreement for Companies, digital use of Transaction Services, Users, Access Rights and Administration Rights.

Identification Means refers to OP User ID, OP Service User ID, OP Corporate User ID or another electronic identification means or certificate issued or approved by OP.

Corporate User means a natural person, authorised by the Customer or Administrator, who has the right to alone represent the Customer on OP's Digital Services within the limits of their Access and Administration Rights.

4 Commencement and end of agreement

This agreement will enter into force when the Customer and OP have accepted it. The agreement will remain in force until further notice, unless otherwise agreed.

4.1 End of agreement

Cancellation

The Customer has the right to cancel the agreement with immediate effect by verifiably sending notice to OP. OP reserves a reasonable time to close the provision of OP's Digital Services.

OP has the right to cancel this agreement, which would effectively end 30 days after OP sent the notice of cancellation.

OP notifies the Customer of cancellation with a message via OP's Digital Services or electronically in another separately agreed manner.

Dissolution

OP has the right to dissolve the Agreement, with immediate effect, if the Customer is in material breach of the agreement terms and conditions or the service is being used for an illegal action or in a manner that may cause harm, loss or risk of loss to the Customer, OP or a third party.

OP also has the right to dissolve the agreement when the Customer has no Transaction Services in force and available on OP's Digital Services or if the service the provided to the Customer has not been logged into for two years..

OP notifies the Customer of dissolution by post, to the postal address given to OP by the Customer or to the postal address obtained from the Business Information System or another registration authority, or electronically in a separately agreed manner.

Effects of ending of the agreement

When the agreement is cancelled or dissolved, the charges and fees applicable to the service will fall due for payment immediately after the period of notice of the agreement has expired or the dissolution has taken effect. Cancellation or dissolution of the agreement ends the agreement. After the agreement has ended, the Customer will have no right to use the service.

5 Customer's obligation to provide information and responsibility for information provided

The Customer must give OP the information OP has requested, such as name, business ID, postal address, phone numbers and domicile. If OP requires, the Customer must give its representatives' specimen signature and information about its ownership structure and beneficial owners. The Customer must deliver an extract from the relevant public register to OP, if any changes occur in the matters in the public register.

When adding Users, the Customer must submit to OP the new User's full name, national personal ID code and, for a foreign person, date of birth and nationality, and other necessary information such as the phone

number and email address. Later, the User themselves may update this information.

The Customer must notify OP of any changes in the above-mentioned information. Changes in the Customer's or User's contact information must be notified because OP may, if need be, use this information to verify the authenticity of the service used, order issued or message sent by the Customer or to direct triggers and reminders to the right User.

If the above-mentioned information was already provided to OP in another situation, OP may use such information entered in its customer data file. OP also has the right to obtain this information from a public register. OP is under no obligation to verify or supplement the information.

The Customer is responsible for ensuring that the information is accurate and up-to-date. Transactions are processed based on the information provided, and OP or a Third Party is under no obligation to check or supplement the information. However, if the information provided by the Customer is found to be incorrect, incomplete, or destroyed, the Customer must provide new information on request.

OP will not be held liable for any loss caused to the Customer as a result of errors or gaps in the information provided by the Customer. The Customer is liable for any loss if the Customer has given incomplete or incorrect information to OP.

6 Communication between OP and the Customer

6.1 Communication from OP and Third Parties

OP will give any notifications related to the Digital Agreement for Companies, including any changes in the Agreement or its terms and conditions, by sending a message via OP's Digital Services or as a part of the digital service.

If the Administrator's rights under this Agreement are materially extended, a notification will be sent by post to the Customer's postal address obtained by OP either from the registration authority or the Business Information System or to the most recent postal address given by the Customer to OP.

OP has the right to give the Customers information on payment services (such as notifications of insufficient funds), information on any changes in Charges and Fees and all other notifications (such as changes to the agreement terms and conditions, notices, offers, replies, confirmations and other messages subject to banking and insurance secrecy), based on this agreement or other agreements made with the Customer, by sending a message via OP's Digital Services or as part of the digital service.

The Customer is aware that if SMSes or email is used in communication, the information may, for a reason beyond OP's control, be obtained by an unauthorised person, the content of the message may change, the message may be misdirected or even remain undelivered.

6.2 Notifications from OP, date of their receipt and obligation to monitor messages

The Customer is under the obligation to regularly monitor the messages and content on OP's Digital Services.

The Customer is considered to have received a notification on the first weekday after the notification date, at the latest.

6.3 Customer's contacts to OP

The Customer can contact OP, for example, via a message or online meeting on OP's Digital Services, by phone or by visiting an OP branch.

In cases approved by OP, if it is not otherwise possible to handle the matter on OP's Digital Services, the Customer may give instructions, authorisations and orders to OP or a Third Party through messages on OP's Digital Services for the purpose of handling the matter.

6.4 Service language

Services and related notifications are provided to the Customer in Finnish, Swedish or English, depending on the branch, OP's Digital Services or Transaction Services. On a case-by-case basis, OP may also agree to use another language as the service language, in full or in part. If the Customer wishes to use a language other than the ones available at the moment, the Customer is responsible for obtaining the necessary interpretation services and for any related costs.

7 How much do OP's Digital Services for Companies cost?

OP has the right to charge fees for OP's Digital Services and transactions done there, based on the Charges and Fees or otherwise agreed with the Customer. OP has the right to directly debit these charges and fees from the Customer's account.

The currently valid Charges and Fees are available from OP Financial Group's branches.

8 Changes to agreement, terms and conditions, and charges and fees

OP has the right to change its range of services, the operations and content of services and the charges and fees for the use of OP's Digital Services and their bases.

OP will inform the Customer of any change that reduces its rights or increases its obligations, when the change is not due to a legislative amendment or an official decision, in accordance with clause 6. Such a change will take effect, at the earliest, one (1) month after the day the notification was sent to the Customer.

Any change to this agreement will take effect, and the agreement will continue to be effective with the altered content, unless the Customer cancels this agreement before the change enters into force, as specified in clause 4.1. OP will not charge the Customer any costs incurred by OP due to such cancellation.

OP notifies of other changes on OP's Digital Services. Such other changes cannot increase the Customer's obligations or substantially reduce the Customer's rights. Such changes can 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 OP. The agreement will continue to be effective with the altered content unless the Customer cancels it before the change enters into force.

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. The Customer has no right to assign this agreement.

9 Personal data processing

OP processes customers' personal data in accordance with the legislation in force and in a manner described in more detail in the Privacy Statement and the Privacy Notice. The Customer is advised to read the privacy information.

The Privacy Statement and the Privacy Notice are available at op.fi and OP's customer service outlets.

OP may store information related to customer transactions and events and record telephone conversations. Such recordings may be used for purposes specified in the Privacy Statement and the Privacy Notice.

10 Settlement of disputes

In questions related to this agreement and these terms and conditions, the Customer must always primarily contact the OP company or entity with which the Customer mainly does transactions and, secondarily, the Service Provider. Any complaints or claims must be submitted in writing.

If a disagreement concerns handling a Transaction Service on OP's Digital Services, small entrepreneurs may submit the case, depending on the Transaction Service concerned, to the Finnish Financial Ombudsman Bureau (www.fine.fi) or to the Banking Complaints Board within the Bureau.

Jurisdiction for disputes

Any disputes that may arise from this agreement will primarily be settled by way of negotiation. In the case that disputes cannot be settled by way of negotiation, they will be submitted to the Helsinki District Court.

At OP's discretion, disputes may also be submitted to a one-member Arbitral Tribunal set up by the Arbitration Institute of the Finland Chamber of Commerce. Arbitration proceedings are binding and subject to the rules and regulations issued by the above-mentioned Institute. Arbitration proceedings will take place in Helsinki, Finland.

11 OP's right to suspend provision of OP's Digital Services or limit service use

OP has the right to suspend or limit the use of OP's Digital Services and Transaction Services

1. during maintenance, servicing or repair
2. during power cuts or service downtime of electronic communication systems
3. if the security of use of the service has been compromised
4. if OP has a justified reason to suspect that the service is being used for an illegal action or in a manner that may cause harm, loss or risk of loss to OP, the Customer or a Third Party
5. if the Customer or any of the Users acts contrary to law, good practice or otherwise contrary to the corporate responsibility requirements published by OP, or is in material breach of the agreement terms and conditions or the service instructions

6. if the Customer is being placed in bankruptcy or liquidation, is subject to financial restructuring or other insolvency procedure, or if the Customer files for composition or stops its payments
7. if the Customer or the Customer's direct or indirect owner or another party exercising control, board member, managing director or other executive, authorised signatory, representative or User is subject to International Sanctions
8. if the Customer does not, at OP's request, provide due diligence information or Know Your Customer (KYC) information on the Customer or User, as required by legislation
9. if OP deems it otherwise necessary, for example, for business reasons.

On the above-mentioned grounds, OP has the right but no obligation to prevent the use of OP's Digital Services with immediate effect and/or to require identification or confirmation of transactions with a specific identification means. Whenever confirmation is requested, the Customer must check the content of the transaction concerned.

OP has the right to suspend an unusual or occasional transaction. OP may require the Customer to separately confirm the transaction, for example, by using an Identification Means or by contacting OP. Such confirmation may be requested through an SMS, for instance.

OP is not obliged to inform the Customer if the use of OP's Digital Services, or an individual Transaction Service, is prevented due to the above-mentioned reasons and an individual order issued by the Customer is suspended or remains unexecuted.

OP does not guarantee the uninterrupted availability of OP's Digital Services in any way and will not be held liable for any loss caused by downtime.

12 Complaints and claims regarding the service

If the Customer detects an error or another problem on OP's Digital Services, the Customer must promptly contact OP to troubleshoot or fix the error or problem.

Any claims arising from OP's error must be presented to OP in writing and in sufficient detail immediately after the loss was detected. However, this must be done at the latest within three (3) months of discovering the error or loss, or when the error or loss should have been discovered, unless otherwise provided in these or other applicable terms and conditions. If a complaint is not filed within the above-mentioned period, OP will bear no responsibility for the event in question, and the Customer will have no right to claim damages in the matter.

Complaints and claims regarding third parties must be presented directly to the Third Party in question.

12.1 OP's limitations of liability and Customer's obligation to mitigate loss

OP's liability towards the Customer is limited solely to the direct loss caused by OP's actions contrary to this agreement and causing a loss to the Customer. Moreover, OP will refund service fees it has charged only relating to the service transaction that caused the loss.

OP is not liable for any indirect loss caused to the Customer.

The Customer using the service must, immediately after detecting a loss, take reasonable measures to mitigate its losses.

OP is not liable for any Third Party functions, services, products or data security problems caused by the Customer enabling a Third Party application or software to access OP's Digital Services. OP is not a party to any agreements between the Customer and a Third Party, and accepts no responsibility for the fulfilment of such agreements or their terms and conditions or for the validity of legal acts.

12.2 Force majeure

Neither of the parties is liable for any delays or loss, if the party can prove that it has been prevented from fulfilling an obligation by an unusual and unforeseen reason beyond its control and resulting in consequences that could not have been avoided or overcome by exercise of all due care.

OP is not liable for a loss caused by a strike, embargo, boycott or other industrial action, not even when OP is affected by or involved in it.

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.

13 Rights related to OP's Digital Services

The ownership, copyright, trademarks and other intellectual property rights of OP's Digital Services belong to OP or a Third Party.

The Customer may save and print out OP's material from OP's Digital Services for the Customer's own use only. Any copying, distribution and alteration of material, linking to websites and all commercial exploitation or publication without specific prior written authorisation from OP or any other holder of the rights is prohibited.

II Special section – Use of Digital Services

14 Security

To log into the op.fi service, Users must enter www.op.fi in the browser's address bar. Before logging in, the customer's representative must ensure that the website is secured. Next to the padlock icon in the browser's address bar must be text indicating that the certificate has been issued to an OP Financial Group company (such as OP Osuuskunta). Depending on the web browser used, SSL protection may be shown in green in the address bar. The secured connection can also be identified from HTTPS (such as https://www.op.fi).

On behalf of the Customer, OP's Digital Services may be used only by Users specified in this agreement. The Customer or the User may not give a Third Party access to the services. The Customer or the User may not use any services or applications that take control of the Customer's session on OP's Digital Services. This does not restrict the Customer's right to use licensed payment order services under the Payment Services Act or registered account information services.

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

Before adopting OP's digital service, the Users must carefully study the features, service descriptions and terms and conditions of OP's Digital Services and the Transaction Service to be used. The Customer is responsible for ensuring that Users study the above-mentioned matters and that they are aware of and comply with the terms and conditions.

15 Administrator

The Access and Administration Rights issued, and their changes or removals, will enter into force after the Customer has made the related entry on OP's digital service or after OP has received a written notification of the change in the Access or Administration Right and OP has had reasonable time to enter the information in its systems.

The Customer affirms that, in accordance with the Customer's best understanding and following investigations that can be reasonably required, appointed Users are suitable to act as Users. A suitable User refers to a person to whom none of the following (or similar) factors apply, or who is not subject to: business prohibition, bankruptcy, insolvency discovered during enforcement, international sanctions, appointment of a legal guardian or restricted legal capacity. The Customer is considered to repeat this affirmation each time it appoints a new User. The Customer has no right to appoint an unsuitable person as a User without notifying OP of it in advance and without OP's approval.

OP has the right to reject appointed Users and later cancel issued Access and Administration Rights. OP must promptly notify the Customer of rejecting or removing a User.

The Customer is responsible for keeping User information and the Access and Administration Rights to the Transaction Services up to date. The Customer must remove any unnecessary rights without delay. OP has no obligation to monitor changes in the Customer's representatives using a public register.

15.1 Administrator

An Administrator can be given an authorisation covering, for example, the Customer's banking and/or insurance transactions or some other specified section of transactions. The Administrator has the right, within the scope of their authorisation (the section of transactions to which they have been appointed), to do the following on behalf and in the name of the Customer:

1. to change the account for debiting service charges under the agreement
2. to receive OP's notifications addressed to the Customer
3. to view the Customer's agreements, insurance documents, orders and other documents placed in OP's electronic archive, within the limits of their Access Rights
4. to change another Administrator's Access Rights and temporarily remove another Administrator's authorisation
5. to edit their personal Access Rights, if the Customer has allowed it in the Digital Agreement for Companies

6. to appoint persons as Corporate Users and grant them Access and Administration Rights under the agreement, and change or remove such rights
7. to view the Customer's Users of OP's Digital Services and their Access and Administration Rights
8. to view transactions made by other Users on the Transaction service
9. to view the history of changes made to the agreement and the history of changes made to Users
10. to cancel the Digital Agreement for Companies with respect to the section of transactions to which they have been appointed as Administrator.

To authorise an Administrator or to permanently remove their authorisation, the Customer signs the Digital Agreement for Companies or a change to the agreement and, in it, appoints or removes one or several Administrators.

If the Customer has selected approval by several administrators in the Digital Agreement for Companies, the addition of Users and Access Rights by an Administrator is not binding on the Customer until the other required Administrators have approved the action.

15.2 Corporate User

A Corporate User has the right, on behalf and in the name of the Customer,

1. to use the services provided to the Customer, within the limits of their Access and Administration Rights
2. to receive notifications addressed to the Customer, within the limits of their Access and Administration Rights.

To authorise a Corporate User, the Customer appoints one or several Corporate Users or an Administrator adds a Corporate User on OP's Digital Services.

15.3 Placing orders for and viewing information related to capital redemption contracts and voluntary pension insurance

A User has the right to view information on capital redemption contracts and/or voluntary pension insurance and to place related orders on the service. The User is personally responsible for placing orders according to the authorisations given by the Customer. The Customer is responsible for the effect of orders placed by the User on the service, including their impact on the value performance of a capital redemption contract or pension insurance.

16 User identification and use of Identification Means on OP's Digital Services

OP identifies Users using OP's Digital Services with the Identification Means it has approved. The identification method used may affect the content and operation of the service.

The use of Identification Means is equivalent to verifying the User's identity with a personal ID document.

During and after the contractual relationship, the Customer is bound by and responsible for all actions that the Users have taken on OP's Digital Services after logging in. In the service use within the User's Access

Rights, using an Identification Means approved by OP is equivalent to the corporate or institutional customer's official signature under the Trade Register, the Register of Associations or the Register of Foundations.

These terms and conditions do not alter the separate agreements related to the User's personal Identification Means or their terms, conditions or obligations. If, however, the agreement on an Identification Means conflicts with this agreement's terms and conditions, this agreement's terms and conditions apply to this contractual relationship.

Users must store their Identification Means carefully. The Customer is responsible for any unauthorised action taken using the Identification Means, at least if:

1. the User has given the Identification Means to an unauthorised person
2. the Identification Means is lost, obtained by an unauthorised person or used without authorisation due to the User's negligence
3. the User has failed to notify without undue delay that the Identification Means has been lost, obtained by an unauthorised party or used without authorisation.

The Customer's responsibility for a legal act taken through unauthorised use of the Identification Means on OP's Digital Services ends after the Customer has removed the User's Access Right or after the Identification Means has been deactivated and the session, opened before the deactivation of the Identification Means, has ended. However, responsibility remains with the Customer if the Customer has intentionally made a false notification or otherwise acted fraudulently.

17 Legal acts on OP's Digital Services

Users act on behalf of the Customer on OP's Digital Services, within the limits of their Access and Administration Rights.

On OP's Digital Services, a User may make agreements and send applications to OP and a Third Party approved by OP, make orders and send messages to them. An agreement is established when the Customer accepts an offer made by OP or a Third Party, or when OP or a Third Party accepts an application submitted by the Customer, unless otherwise specified.

Information stored in OP's information system is regarded as reliable proof of a Customer's transactions and orders.

Information presented on OP's Digital Services cannot be regarded as an offer or a commitment binding on OP or a Third Party, unless it has been specifically stated.

18 Required hardware, software and telecommunications, and Customer responsibility

The minimum technical requirements for using OP's Digital Services are available on OP's website.

The Customer is responsible for having hardware, software and telecommunications which meet the minimum technical requirements needed for the use of OP's Digital Services. The Customer is responsible for their functionality, security and software updates and for their operating and maintenance costs. Both OP and the Customer have a responsibility to ensure that their own information systems have adequate data security measures in place.

OP is not liable for any loss or damage caused to the Customer by any loss or change of information in the public data network or in the Customer's data network.

Thank you for reading these Terms of Contract!
If you still have questions, we will be pleased to assist you.
You can find our customer service at op.fi

OP Retail Customers plc
Helsinki, Gebhardinaukio 1, PL 1020, 00013 OP
Registered office: Helsinki
Supervisory authority: Finanssivalvonta, www.fiva.fi

