



# OP General Terms and Conditions for Payment Cards

Thank you for choosing a card issued by OP. Please read carefully these terms and conditions before you start using your card. We also recommend that you visit [www.op.fi](http://www.op.fi). The website contains a lot of important information on how to use the card safely.

Start by reading clause 2 (How the agreement takes effect) of the terms and conditions in which we discuss the necessary basics of the contractual relationship, such as the agreement's establishment and a consumer's right to cancel the agreement. As you continue reading, you will learn about the rights and obligations related to the card's use. You will also get instructions for the communications between you, OP and the account-holding bank.

Please read carefully especially the following clauses, which we have added for your security.

## Set adequate spending and withdrawal limits on your card

You can set specific spending and withdrawal limits on your card for debit transactions (debited from a bank account) and for credit transactions (debited from a credit facility). You can set separate spending and withdrawal limits for card payments and cash withdrawals made using a payment terminal, and for purchases made online and in applications. Set your spending and withdrawal limits on OP-mobile, the [op.fi](http://op.fi) service, at a branch bank or by calling OP Customer Service. You can change the limits whenever you need.

See clause 10.1 for more information.

## Inform us immediately if your card is lost or falls into the wrong hands

If your card and/or PIN is lost, the card gets stuck in an ATM, you suspect that you have given the details of your card to a criminal or you realise that someone has used the card without authorisation, report this immediately to OP by calling the valid Deactivation Service phone number. You can find the number in the [op.fi](http://op.fi) service. The Deactivation Service is open 24/7. You can also make the report at your account-holding bank during its opening hours.

See clause 11.2 for more information.

## You are responsible for keeping the card and PIN code safe and for the card's safe use

Your card and its details are personal. Do not let any other person use it – not even a member of your own family. Enter your card details only on trustworthy websites and if you are making a payment or adding the card details for a future charge. OP never asks you to enter your card details when you log into the digital service or for carrying out any other activities. Only criminals do so.

Keep your card safe. Make sure that you still have it especially when the risk of the card falling into the wrong hands is higher than usual: for example, after being in a crowded place. Keep your card's PIN secret: always enter your PIN so that no one else can see it.

Always remember that banks, the police and other authorities never request your card's number or PIN code over the phone or by email, for example. If your card is lost and someone asks for the PIN by phone, the caller is a criminal who has stolen your card. Never reveal your card's PIN to anyone else!

- Carefully read the confirmation messages sent by OP and confirm the card transaction only if you are doing it yourself and the details shown in the confirmation message are right.
- If you give your card or card details to another person, you are responsible for everything the card may be used for.
- If your card and/or PIN or your card details fall into the wrong hands and you have not handled them carefully enough, you may be held liable for unauthorised payments and withdrawals made with the card.

See clause 11.1 for more information.

## Check card transactions and report any unauthorised transactions

When you receive a bank statement sent by the bank, an online bank statement from op.fi or a bill from OP Retail Customers plc (Visa/Mastercard bill), check the card transactions on it as soon as possible.

See clause 13.3 for more information.

If you discover any unauthorised or incorrect transactions, file a claim. The claim must be filed within a reasonable period. If the claim is delayed, you may lose your right to compensation.

See clause 11.3 for more information.

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# General Terms and Conditions for Payment Cards

Effective as of 1 April 2024.

## 1 Important information

We apply these terms and conditions to cards issued by OP to the customer, and to transactions completed using the cards. In addition to these card terms and conditions, we apply the General Terms and Conditions for Accounts related to the bank account. To credit transfers, which include the payment of bills or credit transfers from the card's credit facility to a bank account, we also apply the Standard General Terms and Conditions for Euro-denominated Payments Transmitted within the Single Euro Payments Area (General Terms and Conditions of Payment Transfers).

This agreement is governed by Finnish law. If there are any discrepancies between the different language versions, the Finnish versions will apply.

The service provider is OP Retail Customers plc (later OP). 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.

## Glossary in brief

**We have collected some of the most important terms used in these terms and conditions here. You can find the entire glossary at the end of the terms and conditions.**

### **Credit/debit card (combination card)**

A personal payment card for use in Finland and internationally, issued by OP to the Customer. Under separate agreements, it can additionally be used as a debit, charge or credit card and/or as a card used to pay for the service of another company that has an agreement with OP.

### **Card**

Both a physical card and the card details added on a device. For the sake of clarity, however, this double meaning is highlighted in the most important clauses related to the customer's responsibility by using the expression "card and card details".

### **Card details**

The card's number, validity date and the three-digit security code on the back of the card. On OP's combination cards activated in 2023 or later, the credit card's credit number, debit card's debit number and the security codes of both are on the back of the card.

### **Card transaction**

A payment or withdrawal of funds from a bank account or a deposit of funds into a bank account (debit transaction), or a payment or withdrawal of funds from a credit facility or overpayment that increases the card's credit limit (credit transaction), in which the card is actually present or the card details are given to execute the transaction. If the card details are used for some other service, this is not considered a card transaction.

### **Main cardholder**

A legally competent person who is alone responsible for the credit facility linked to the card and its repayment.

## 2 How the agreement takes effect

The agreement takes effect once the customer, OP, the account-holding bank and the account holder to whose bank account the card is linked have accepted this agreement.

OP reserves a reasonable time for the card's delivery. The agreement will remain in effect until further notice, unless otherwise agreed.

### 2.1 Do you want to cancel this agreement?

**This card agreement has a 14-day right of cancellation.**

As a consumer customer, you have the right to cancel this agreement in accordance with the Consumer Protection Act within 14 days after the date of the distance selling agreement or after a subsequent date on which you received this agreement with its terms and conditions.

If you have any other services linked to your card, they will be cancelled at the same time as the card agreement.

## 3 The card and how we issue it

### 3.1 Ownership and design of the card

The physical card and its design are OP's property and must not be modified or reproduced. Transferring or using any elements on the card, such as the magnetic stripe, chip, contactless payment antenna or other card parts, to or in anything other than the card issued by OP and delivered by OP to the customer is prohibited. OP is not liable for the misuse of the card or card details or for any damage caused to the customer if the details, design or elements of the card issued by OP and delivered to the customer have been modified, reproduced or transferred.

At OP's request, you must cut the physical card into several pieces through the magnetic stripe and chip and return it to OP, a company acting on OP's behalf or a company accepting the card as a payment instrument. The card must not be used after this request.

#### **Card design**

When you apply for the card, you can choose the design of your physical card from among the range of designs we offer, if several designs are available for the card you have chosen.

Inform us at least three (3) months before the card's validity expires if you want to choose a new design for your card. Otherwise, the renewed card will have the same design as your current card. If a certain design is no longer available in OP's range, we will choose the design from the range available. If you want to change the design of your card at a time unrelated to the card's renewal, we will charge a fee for it in accordance with our list of charges and fees.

OP has the right to stop offering a card design and remove and add designs without informing the customer of it separately.

## 3.2 Customer under legal guardianship and representation based on continuing power of attorney

A customer under legal guardianship can enter into a card agreement with OP to use funds in the account to which they have free access rights under the Guardianship Service Act. The legal guardians must give their consent to the card agreement and to handing over the card to the person under legal guardianship.

When applying the provision in the Act on Credit Institutions concerning account holders under legal guardianship and their use of a bank account, a customer under legal guardianship can sign the card agreement by themselves. The card will be handed over to them and the card's PIN will be sent to them.

A representative under a continuing power of attorney can agree with OP on the use of the card, based on a mandate under the continuing power of attorney confirmed by a guardianship authority.

## 3.3 Handling of card details on the phone and in video conferences

For reasons of data security, you must never give your card details in phone conversations or video conferences you hold with OP or a representative of the account-holding bank.

# 4 Card activation, validity and renewal

We will send you the card and its secret PIN code. If you have ordered the card via the self-service channel or picked your PIN yourself, we will not deliver the PIN to you separately by mail. Your name is printed on the payment card. If the card has a signature panel, sign it before you start using the card.

The card's validity is shown on the card ("valid thru"). A new card will be delivered to you automatically before the validity ends. The card will be renewed automatically only if the card agreement, credit agreement for cards with a credit facility and the agreement for the bank account linked to the card are effective and you have followed their terms and conditions.

Contact OP without delay if you have not received the new card at least seven (7) days before the validity of your card ends. After the validity ends, you do not have the right to use the card. OP has the right to limit the card's period of validity and replace the card with a new one.

# 5 Where can I pay with the card? Read here about how to use the card

Use the card and card details in your possession only for the purposes mentioned in these terms and conditions.

You can use the card to withdraw cash, pay for purchases and services, or deposit cash into the bank account linked to the card. You can also use the card details to pay for purchases and services. Use the card only within the limits of the balance in your bank account or of the credit facility issued to your card.

You must not use the card for illegal purposes or to buy products the selling of which is prohibited in the country of purchase or for the purchase of which you do not have an appropriate permit.

## 5.1 Using the card as a payment card

When your card has a credit or debit facility, it can be used as a payment instrument and for cash withdrawals at payment terminals.

You can also pay for purchases at payment terminals with a device that contains your card details. This device can be a mobile device such as a smartphone. Add the mobile payment feature to your device in a separate mobile app.

When paying with your card, you agree that the payee can verify your identity and write down your personal data, including the last four characters of your personal ID code, in the payment terminal's receipt or the payment form.

## 5.2 Using the card details online, in applications and telesales (card-not-present payments)

You can use your card details to pay for products and services you purchase online, in applications or through telesales.

We recommend that you only use your card details to pay for purchases to a third-party service provider included in either the Visa Secure or Mastercard Identity Check service. In this case, you are obligated to follow the instructions issued by the Visa Secure or Mastercard Identity Check service. When you pay purchases online, you are also identified with the help of such separate identification services as Visa Secure and Mastercard Identity Check, if they involve a third-party service provider.

Give your card details only to third-party service providers you know to be secure. Learn about the service of the third party service provider, and read its terms and conditions, before giving your card details on the website.

You are responsible for fulfilling the obligations under the terms and conditions and for one-off or recurring card transactions done with your card details. Never give the card's secret PIN to any third-party service provider operating online, even one you deem secure. Never give the PIN to a sales person or service provider on the phone, either.

When you use the card details, you are obliged to follow the instructions issued by OP. Read the Pay Safely Online instructions available at the branches of the account-holding bank and on the op.fi service. Instructions for secure online payments can also be found in clause 11.1 (Look after your card and its details) of these terms and conditions.

For security reasons, OP has the right to restrict use of the card.

You can conclude an agreement on recurring payments with the payee. Accept the first payment to be charged on OP-mobile, the op.fi service, at a payment terminal or otherwise in accordance with the terms and conditions. After this, the agreed amount of payments will be charged from your card automatically, based on your agreement with the payee. If you want to terminate the service, contact the payee.

When you get a new card, update the new card details to any payees (such as online merchants) whose service fees will be repeatedly charged from your card. International card organisations also have the right to automatically forward the card details to payees they deem reliable.

When you make purchases online, you are responsible for the hardware, software and telecommunications required for the internet connection, their performance, operating costs and information security with respect to firewalls and antivirus protection, for example.



### 5.3 Withdrawing cash at a store checkout

Cash withdrawal (cash back) at a store checkout is possible only at outlets which provide the service. Cash back is a service provided by the merchant or other company in question. The merchant determines the maximum cash withdrawal and any fees charged for the service. A card transaction confirmed using a PIN includes the amount of the cash withdrawal or purchase made using the card. Check OP's list of service charges and fees for any fee charged for it by OP.

### 5.4 Using the card at ATMs

#### **ATM withdrawals**

You can use your card to withdraw cash from ATMs. The minimum and maximum amount of a single withdrawal is ATM-specific.

#### **ATM deposits**

A deposit ATM is an ATM that can be used to withdraw cash and deposit cash into an account linked to the card.

With your card and PIN, you can deposit cash at the deposit ATM into the bank account linked to the card. The deposit ATM checks notes and coins and returns any unidentified and damaged ones to specific containers at the ATM. You are responsible for recovering such notes and coins.

The cash you deposit at a deposit ATM will be credited to the bank account once we have verified its authenticity and counted its amount. If we have reason to suspect the authenticity of the notes and coins deposited, we have the right to inspect them separately and, whenever necessary, forward them for inspection by a relevant authority. At our request, you are obligated to give proof of the source of the funds you deposited at the deposit ATM.

You cannot cancel the card transaction after the card and cash have been inserted into the deposit ATM.

The amount of one-off deposits at the deposit ATM is restricted. In addition to this restriction, we have the right to set other limits for the deposit. If a one-off deposit exceeds these limits, the ATM will return the excess to the specific container at the ATM. If this happens, recover the money from the container.

### 5.5 The card's loyalty features

At your request, loyalty functionalities of third parties approved by OP may be linked to your card. If a loyalty feature has been linked to your card, you can take advantage of the benefits offered by a third party's loyalty scheme in accordance with its rules when you pay for your purchases.

## 6 Your responsibility for the card's use

As the account holder, you are responsible for ensuring that your account holds enough money for any withdrawals and payments made with the card. As the customer, you are responsible for the card transactions made with your card.

#### **The account holders and the customer are responsible for:**

- 1 all debit transactions made with cards linked to the same bank account;
- 2 all card transactions made before OP has received a notice of cancellation and all cards linked to the bank account have been returned to OP or an OP Financial Group cooperative bank, or the cards have been destroyed;

- 3 all card transactions for which the customer remains responsible made before OP has been informed of the card's loss or theft.

## 7 Accepting card transactions. How can I pay with the card?

Only the customer to whom the card has been handed over may use the card and the related secret PIN.

When you make purchases with a combination card, select which feature (debit or credit) you want to use at the time of payment. You cannot change your selection afterwards. In contactless payment, the selection will not be made at the time of payment; instead, OP informs you of the payment option used in contactless payments.

At the time of payment, give your card details by inserting your card in the card reader. For a contactless payment, show your card or the device containing your card details to the card reader. When paying online, in applications or on the phone, give the card's number, validity date and, at request, the security code on the back of the card. Never enter or tell your card's PIN in when making a card-not-present payment.

### **How to give your consent to the execution of a card transaction**

- Enter your secret PIN at the payment terminal or ATM
- Show your card or a device containing the card details, such as a smartphone, to the payment terminal
- Sign the receipt of their card payment in your own hand
- Accept the card transaction via a service that contains the card details
- Use your card at a bill payment ATM or payment terminal that does not require your PIN
- Accept a card transaction made with the card details in OP's digital services
- Give the card details in another appropriate manner

When you use contactless payment to pay for small purchases, you do not need to enter your PIN in the payment terminal. For security reasons, the payment terminal may, however, occasionally require you to enter your PIN.

Before giving your consent to a card transaction, you must check the payee mentioned in the card transaction, the currency, the amount of the payment and validity of the card transaction. You cannot cancel a card transaction after you have given your consent to it in any of the above-mentioned manners. OP has the right to debit card transactions accepted in any of the above-mentioned manners from your bank account or credit facility.

## 8 How do the card payment preauthorisation and payment execution work?

At the payee's request, OP makes a preauthorisation on the card transaction you have accepted for future debiting. The purpose of the preauthorisation is to ensure that there is enough money in your account or credit facility to make the purchase. The preauthorisation ends when the payment is made. If you request OP to remove the preauthorisation before the payment is made, the payee nevertheless has the right to execute the charge. This may lead to your account being overdrawn.

Your account-holding bank makes the preauthorisation on your bank account on behalf of OP when you accept a debit payment. Your account-holding bank debits the amount you have accepted from your bank account and settles it to OP.

A cash withdrawal you have made at an ATM can also result in a preauthorisation.

A card transaction is debited from the account or credit facility linked to a card no later than within the working day following the card transaction's date of receipt. A card transaction's time of receipt is the time when we have received, from the payee's service provider, the information required for the execution of the card transaction. We can debit a card transaction from your bank account or credit facility within the general limitation period applicable to outstanding amounts.

Companies providing vehicle rental, accommodation and tourism services – such as car rentals, hotels and shipping companies – have the right, according to general practice and their contract terms and conditions, to debit, without your approval, any unbilled reasonable fuel charges, phone, minibar and meal costs, other costs incurred by you, and charges for cancelled or uncancelled hotel reservations or other services.

We are responsible for settling the card transaction to the payee's service provider or the international card organisation. Our obligation to execute a card transaction begins from the time when we receive a card transaction order from the payee's service provider, and ends when we have settled the related amount to the payee's service provider or international card organisation.

## 9 How much does it cost to use the card?

**These are the charges and fees you pay as an account holder and customer.**

- The charges and fees collected for the card, the card's use and any services related to the card.

We have the right to debit service charges and fees from the agreed account or credit facility or account or credit facility linked to the card, or from another account that you have with OP Financial Group.

Check the valid list of charges and fees, available at the branches of the account-holding bank or in the op.fi service.

### 9.1 Payments abroad and in foreign currencies

We debit the purchases and cash withdrawals you make with your card in euros from the bank account or credit facility linked to the card. We will convert any purchases and cash withdrawals you make in currencies other than the euro into euros.

The currency conversion's exchange rate consists, depending on the card, of the currency's so-called wholesale rate and of a margin used in the Mastercard or Visa schemes. The margin is specified in the list of charges and fees. The wholesale rate to be used is confirmed when the verification or payment transaction is transferred to Visa or Mastercard.

We apply any exchange rate changes with immediate effect, without any advance notification. You will receive information on the used exchange rate afterwards, on your bank statement or bill.

## 10 Why doesn't my card work?

Read the following to find out how you can restrict the use of your card to enhance your own security. You will also learn about situations in which OP can restrict the use of your card.

### 10.1 Set adequate spending and withdrawal limits for your card

You can set card-specific spending and withdrawal limits for your card's use: for cash withdrawals, payment terminal (swiped) payments, and for payments online and in applications. We can also offer you other limit management services which you can use to prevent the use of the card either altogether, temporarily,

regionally or based on the transaction type. Depending on the spending and withdrawal limits, a credit/debit card (combination card) can have separate spending and withdrawal limits for debit transactions, debited from a bank account, and for credit transactions, debited from the credit facility.

You can change your spending and withdrawal limits on OP-mobile, the op.fi service, at a branch bank or by calling OP Customer Service. For a security or other justified reason, OP has the right to change the card's spending and withdrawal limits without complying with the change procedure set out in the card terms and conditions. If a merchant does not use preauthorisation, the spending and withdrawal limits cannot be taken into account.

## 10.2 Situations where we can refuse to execute a card transaction

OP can refuse to execute a card transaction if there is not enough money in the bank account, if the credit limit or the card's spending or withdrawal limit is exceeded, the card details cannot be read, the payer has not been identified in accordance with the Payment Services Act, if OP has reason to suspect the lawfulness of the card use, or if the card's use is otherwise not in accordance with the terms and conditions of the agreement, or for another justified reason related to risk management. Other justified reasons include the payer, the payee or the payee's bank being subject to international sanctions. If the payer, the payee or the payee's bank is subject to international sanctions, OP also has the right to cancel a card transaction.

In addition, OP can refuse to execute a card transaction if required by the law or another regulation binding on OP. If we cannot execute your card transaction, we will inform you of this in connection with the transaction.

## 10.3 When can OP deactivate a card?

OP has the right to deactivate a card and prevent its use if:

- 1 the security of the card's use is compromised;
- 2 there is reason to suspect that the card is being used in an unauthorised manner or with fraudulent intent;
- 3 we have not at our request received proof of the source of the funds from the customer;
- 4 the customer does not, at request, provide the Know-Your-Customer information required by legislation;
- 5 the account holder or customer becomes subject to international sanctions or acts on behalf of a private or legal person subject to international sanctions;
- 6 the card entitles its holder to an account with a credit facility or the raising of a loan, and there is a significantly heightened risk of the customer responsible for paying the debt failing to fulfil their repayment obligation.

The following includes examples of situations where OP can deactivate a card.

- The customer exceeds their card's credit limit
- The customer's right to use the bank account or credit facility linked to the card has been terminated
- The customer has delayed payments or recorded defaults in their credit report history or OP has reason to suspect, based on the customer's conduct in other respects, that their ability or willingness to pay has decreased
- The main cardholder or the account holder requests the deactivation
- Suspected card fraud/misuse
- An execution officer has reported a prohibition of payment or remittance related to the credit facility

- The card details have or are suspected to have fallen into the wrong hands
- The customer or account holder files for debt adjustment, corporate debt restructuring or bankruptcy
- The customer dies or a legal guardian is appointed for them
- OP is affected by industrial action.

A company acting on OP's behalf and accepting the card as a payment instrument has the right to confiscate the card at OP's request when there is a suspicion of the card's unauthorised use or its use contrary to the terms and conditions.

## 10.4 How can I reactivate my card?

If your card has been deactivated for some reason, you can request us to reactivate it. Please contact our customer service.

We can reactivate the card or replace it with a new equivalent product once the grounds for the card's deactivation no longer exist. We can also, at our discretion, replace the card with another product.

# 11 Your obligations as our customer

## 11.1 Look after your card and its details

Your card and card details are personal. You must not hand them over to anyone else, not even to a family member. Nor must you permit your card details to be viewed or handled during a remote management connection to your device (such as a smartphone or computer).

Store your card and card details carefully and separate from the PIN. For example, the card and the PIN must not be kept in the same wallet, handbag or in the same place of storage at home. You agree to destroy the printout of your PIN received from OP. and not to write it down in an easily recognisable form. Store the PIN in such a way that no other person, not even a family member, can obtain it. When entering your PIN, cover the keyboard with your hand, for example, in a way that prevents any third party from obtaining the PIN. Correspondingly, you must protect the PIN/access code of a device containing the card details so that no one else can use your card details.

When paying for purchases online and in applications, you must make every effort to ensure that you give your card details to a reliable and official online store and not to a fake website imitating such a store. To go to the online store's website, type its address in the browser's address bar. By doing so, you reduce the risk of ending up at a fake website. Check the browser's address bar to ensure that the site connection is encrypted. When you see a lock icon on the browser's address, you can be sure that the connection is encrypted. Remember that the lock in the icon must be locked.

You are obligated to check, in an appropriate manner and on a regular basis, that your card is safe. It is especially important to remember this obligation in situations where there is a heightened risk of the card being lost or stolen. These situations include crowded places or restaurant visits, due to the risk of pickpocketing. You must also ensure that a device containing your card details, such as a smartphone, is safe and that the card details in the device cannot be misused by anyone.

## 11.2 How to report your card as lost or stolen

Inform OP immediately if your card or device in which your card details are saved is lost, the card or card details fall into the wrong hands, the card gets stuck in an ATM, the PIN falls into the wrong hands or if the card is used in an unauthorised manner.

To do this, you should primarily call OP's Deactivation Service. You can find the valid number for the Deactivation Service in the op.fi service. During your account-holding bank's opening hours, you can also report a lost or stolen card by calling or visiting a branch of the account-holding bank. Outside the opening hours, the report must be made by calling the Deactivation Service. The Deactivation Service is open 24/7.

**When you report your card as lost or stolen, be prepared to provide the following information:**

- Name or personal ID code
- Phone number
- The card types of the lost or stolen cards
- The card is an OP Financial Group card
- Whether you want to deactivate both the lost card and the card details saved on your device, which you need for mobile payment, or in other words, contactless payment with a smart device
- Whether you want to deactivate the card details alone, if only your device has been lost

We will deactivate a card reported lost or as having fallen into the wrong hands. The lost or stolen card or a card with the same card number must not be used anymore. If you nevertheless use the card, we have the right to charge a card confiscation fee from the bank account or credit facility linked to the card, and any other fees incurred by OP from the use and deactivation of the card.

### 11.3 Submit claims without delay

Check your bank statement, credit card bill, or through OP's digital services, whether any unauthorised transactions have been made with the card reported lost. File an itemised claim with us without delay and in writing or by a message sent via OP's digital services.

## 12 Who is responsible for the unauthorised use of the card or its details?

### 12.1 Your responsibility as a consumer customer

Customers and account holders with consumer status will be held liable for any unauthorised use of the card only if:

- 1 any of them has handed the card or card details over to a person not authorised to use the card;
- 2 the card or card details being lost or having fallen unlawfully into the wrong hands or their unauthorised use is due to the fact that any of them has failed, through carelessness, to fulfil their obligations under these terms and conditions regarding the storage of the card and the PIN or other terms and conditions regarding the use of the card; or
- 3 none of them has notified OP that the card, card details and/or PIN has been lost, fallen unlawfully into the wrong hands or of their unauthorised use, without undue delay after detecting the circumstance or immediately after the unauthorised use should have been detected, or after OP or the account-holding bank has provided information on the actual card transactions.

In situations described in cases 2 and 3 above, the customer and account holders will be held liable for any unauthorised use of the card up to 50 euros. However, this limitation does not apply if any of them has acted wilfully or with gross negligence.

Nevertheless, the customer and account holders will not be held liable for any unauthorised use of the card:

- 1 to the extent that the card has been used after they informed OP that the card has been lost, fallen unlawfully into the wrong hands or used in an unauthorised manner;
- 2 if the payee has not taken the appropriate measures, such as those in compliance with the rules of card organisations, to make sure when the card is used that the customer has a right to use the card;
- 3 if OP has not required the payer to verify their identity using strong identity verification.

However, the customer and account holders will always be held liable if any of them has intentionally filed a false report or otherwise acted with fraudulent intent.

## 12.2 Responsibility for the use of a corporate card

The account holder's and the customer's liability for the unauthorised use of the card and card details ends when a report on the lost card has been filed with OP. The account holder will be held liable for any loss caused until then.

## 12.3 OP's and account-holding bank's liability for unauthorised card transactions

Once we have established that the customer or account holder is not responsible for the card's unauthorised use, the account-holding bank will return the amount of any unauthorised card transaction to the bank account and OP, for its part, to any credit facility linked to the card. However, the customer is not entitled to a refund of the amount of a card transaction or to any other compensation if they or the account holder fails to report the unauthorised card transaction without delay after detecting it.

# 13 Communication between the customer and OP

## 13.1 Up-to-date information we need from you

- Name
- Personal ID code or business ID
- Nationality
- Permanent address
- Phone number
- Place of residence
- Any foreign tax liability and the tax identification number for the country in question
- Any other information that the bank from time to time requests for the purpose of knowing their customer and for establishing and maintaining the customer relationship

If you want to use email in the communication of any information subject to bank secrecy, tell us your email address, too.

If you have already provided us with the above-mentioned information, we can use the information entered in our customer data file. You are obligated to inform us if the above-mentioned information changes. OP also has the right to obtain the information from a registration authority.

You must notify us of any changes to your contact information so that the messages mentioned in clause 13.2 (Notifications sent by OP and their date of receipt) are directed correctly. This also ensures that we can, in exceptional circumstances, verify the authenticity of the service you use, an order issued by you or a message sent by you.

If you enter into a credit agreement with us, you must also, as the debtor, provide the creditor at request with information concerning your financial standing and any other information having a bearing on the debt relationship that the creditor needs.

## 13.2 Notifications sent by OP and their date of receipt

We will notify our digital services customers of any changes to this agreement, its terms and conditions or to the list of charges and fees via messages in OP's digital services. We can also send you triggers of these notifications or other messages in OP's digital services by email or SMS, for example.

If you do not have an agreement on OP's digital services, we will send the above-mentioned notifications in writing or electronically to the address indicated to OP, the account-holding bank or registration authority.

We will report any threats related to the security of card use in the op.fi service.

We will inform you of a security threat related to an individual card, of your card's deactivation by us, of any restrictions to the card's use, and of any other necessary measures related to the card's use by SMS or by calling the phone number indicated to OP or the account-holding bank, or in writing or by email. We also have the right to send the notification through the bank's own mobile app.

We notify consumer customers of the total amount of service charges we collect for currency conversions. We will communicate these service charges as a percentage margin electronically, in OP-mobile.

The reference interest rates applicable to the bank account or credit facility, and the exchange rates applicable to payment transactions, are available at the branches of the account-holding bank and in the op.fi service.

### **Date of receipt of information**

When we send a notification referred to in this agreement via OP's digital services, we deem you to have received the notification on the day following the day on which it was sent. When we send a notification referred to in this agreement by mail, we deem you to have received the notification on the seventh day following the day on which it was sent.

## 13.3 Check card transactions carefully

Always act carefully when making a card transaction. When you respond to a card transaction's confirmation request sent by us, check the contents of the confirmation request. Accept the transaction only if you have made it yourself and the details are accurate.

As an account holder, you will be informed of the transactions debited from your account in the manner specified in the account agreement.



You will be informed of any credit transactions charged from your credit facility with a bill which we send once a month.

Check your card transactions from your bank statement or bill without undue delay. Inform us immediately if you discover any unauthorised or erroneous transactions. Bills must be checked by their due date, at latest.

### 13.4 Services for several customers under a single agreement

Your account-holding bank and OP, which grants the credit, are obligated to report the payment transactions of the bank account and any changes to agreements, the general terms and conditions and the list of service charges and fees free of charge to only one account holder, that is the account holder mentioned first in the account agreement. Of credit transactions, OP is obligated to provide information free of charge only to the main cardholder mentioned in the agreement of a card with a credit facility.

A cardholder has the right to receive information from OP on transactions related to their card. Such information must be provided in OP's customer service channels. This means that a cardholder has the right to inquire why their card has been locked and investigate any unauthorised use of the card by calling OP's Telephone Service, for example. A cardholder does not have the right to receive information about an account or credit linked to their card without the consent of the account holder or the main cardholder.

### 13.5 How to contact OP and your account-holding bank

The customer and account holder can contact OP in OP's digital services by message or via the chat function, or by calling OP's customer service number, which can be found in the op.fi service. They can also visit or call the branches of the account-holding bank in person. The situations mentioned below are exceptions:

- Report a lost or stolen card primarily by calling the Deactivation Service (24/7). You can find the valid number for the Deactivation Service in the op.fi service. During your account-holding bank's opening hours, you can also report a lost or stolen card by calling or visiting a branch of the account-holding bank. Outside the opening hours, the report must be made by calling the Deactivation Service.
- File requests and claims in OP's separate card claim service, which you can find in the op.fi service, or by message in OP's digital services or by letter. OP and the account-holding bank will respond to a claim filed by you in accordance with clause 13.2 of these card terms and conditions.

### 13.6 Service language

You can use OP's services in Finnish or Swedish according to OP's and account-holding bank's offering and depending on the branch, service channel or service in question. If you want to use a language other than Finnish or Swedish, you are responsible for procuring the interpretation services you need and liable for the costs arising from them.

The Deactivation Service for reporting a lost card is available in Finnish, Swedish and English.

### 13.7 Your right to receive the general terms and conditions of agreements and the lists of charges and fees

You can ask OP to provide you with the general terms and conditions of agreements and the lists of charges and fees for payment applicable during the contractual relationship. OP will provide you with them in accordance with clause 13.2.

## 14 If there is an error in a card transaction

### 14.1 What to do if you discover an error in a card transaction

If you discover an error in a card transaction or notice that a card transaction has not been executed, you must inform your account-holding bank of this without undue delay.

If you have a corporate card, you must report such transactions without undue delay or no later than within three (3) months of the date of when the transaction was debited.

### 14.2 Tracing card transactions and the costs this incurs

If the execution of a card transaction has failed or a card transaction has been executed defectively, OP or the account-holding bank will, at your request, take measures to trace the card transaction. You will be informed of the outcome later.

In such a case, OP or the account-holding bank will collect any charges which OP has to pay to any payer's or payee's service provider outside the European Economic Area which may be involved in the execution of the card transaction for tracing the card transaction.

If the non-execution or erroneous execution of a card transaction is due to incorrect information provided by you, OP and the account-holding bank are not obligated to trace the card transaction. However, we will take reasonable measures to recover the funds from the card transaction. In this case, we have the right to collect the charges resulting from the recovery of the funds from the customer or the account holder.

### 14.3 If OP or the account-holding bank has made an error

If a card payment has been debited from your account or credit, but has not been executed or contains an error, your account-holding bank will return the amount debited to your bank account and OP credit facility, if OP or the account-holding bank are liable for it in accordance with clause 16. In that case, you have the right to recover any charges that may have been collected in relation to the refundable card transaction. As a consumer, you also have the right to receive compensation for the interest charge you must pay due to the non-execution or erroneous execution of a payment.

However, OP and the account-holding bank are not obligated to return the payment to you if the non-execution or erroneous execution of a card transaction is due to incorrect information provided by you, or if the payer's or payee's service provider involved in the payment's execution is located outside the European Economic Area.

## 15 Exceptional situations in which we return a card payment in full

OP or the account-holding bank will, at your request, return the amount of a card transaction in full to the bank account or credit facility if the amount:

- 1 is not accurately expressed in the consent given by you; and
- 2 is larger than could have been reasonably expected of you considering your prior spending behaviour, the terms and conditions of the agreement and other circumstances.

Based on general practice, the payees of such payments have the right to charge a payment afterwards without the customer's consent (examples include subsequent charges by hotels and car rentals).

You must request the return of the payment within eight weeks of the date when the amount of the card transaction was debited.

However, you are not entitled to the payment's return if the customer or account holder is something other than a consumer, or if the payer's or payee's service provider involved in the payment execution is located outside the European Economic Area.

## 16 OP's limitations of liability

OP is not liable for any flawed or defective products and services purchased and paid for with the card. This liability rests with merchants or service providers. File a complaint with the merchant promptly for any flawed or defective products and services, after detecting an error in the merchant's performance. A creditor's joint liability for products and services purchased and paid for with a credit facility in accordance with the Consumer Protection Act is described in the Credit Card Terms and Conditions.

OP does not guarantee the uninterrupted performance of ATMs, payment terminals, OP's Digital Services or secure online payment services. You must be prepared for interruptions in their performance, telecommunication failures and ATM-specific service interruptions.

OP's liability towards a customer is limited to the direct loss caused by OP's breach of the Payment Services Act or the agreement. Examples of such direct losses include any costs incurred by the customer due to investigating an error. However, OP is not liable for any direct losses caused to the customer by malfunctions or errors in ATMs or secure online payment services, if the malfunction has been observable. OP is not liable for a loss that occurs due to a service being used contrary to instructions or erroneously. Nor is OP liable for a loss if OP has not executed a payment because of insufficient funds in a bank account or credit facility.

If a merchant or another firm provides the customer with the opportunity to withdraw cash (cash back), it is not obligated to provide this cash withdrawal service, nor is OP responsible for the availability of the service. OP is not liable for any direct losses caused to the customer if the merchant providing this cash back service at the checkout is unable or unwilling to dispense cash.

OP is liable to the customer for any indirect losses that it has caused through carelessness only if it has acted against the obligations provided in the Payment Services Act. Such losses include a loss of income or earnings, lost profit, a loss arising from an obligation based on another agreement or another loss that is difficult to foresee, or the fact that the customer cannot use the funds in their bank account in the manner they want to.

However, OP is not liable for any indirect losses caused by the use of the card or an additional service, by their use being prevented or by an error or neglect in the execution of card transactions.

OP is not liable for any indirect losses if the customer or account holder is other than a consumer.

### 16.1 Your obligation to mitigate loss

The customer must take any reasonable steps necessary to mitigate their losses. If the customer fails to do so, they 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 card, OP's chances of foreseeing the loss and preventing it from occurring, and any other relevant circumstances.

The customer has no right to receive compensation from OP unless they report an error to OP within a reasonable time from when they detected the error or should have detected it when checking the account transactions provided by the account-holding bank or the credit card bill sent by OP.

## 16.2 What is a force majeure?

Neither of the parties – meaning you or OP – is liable for any delays or loss if it can prove that it has been prevented from fulfilling an obligation by an unusual and unforeseen reason beyond its control which has resulted in consequences that could not have been avoided by exercising all due care.

Such reasons include a disruption in the supply of electricity, telecommunications or information systems, or fire, natural disasters, war, riot, strike, lockout or other industrial action. 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. Neither is OP liable for any loss arising from the fulfilment of any obligation under this agreement if fulfilment is against any obligations laid down elsewhere in law.

Either party must notify the other party as soon as possible of any force majeure circumstances that arise. OP can do this by publishing an announcement on its website or in national daily newspapers, for example.

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

We will inform you of any changes to the agreement, the terms and conditions or the charges and fees as specified in clause 13.2 (Notifications sent by OP and their date of receipt).

Changes will enter into force at the time indicated by OP, however no earlier than two months of the date when OP sent the notification to the customer and no earlier than one month with respect to a corporate card.

The agreement will continue to be effective with the altered content unless you inform OP in a permanent form, by the effective date of the changes indicated, that you do not accept the change. You have the right, until the effective date of the changes, to terminate the agreement with immediate effect. If you do not accept the changes, you and OP have the right to terminate this agreement in accordance with clause 18 (End of the agreement).

### **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.

If OP undergoes a merger or demerger or transfers all or part of its business, the rights and obligations under the agreement between the account holder, customer and OP will remain in force vis-à-vis the acquirer of the business.

The customer does not have the right to assign the agreement to another party.

## 18 End of the agreement

### 18.1 How you can terminate this agreement

You have the right to terminate the agreement on your part with immediate effect. Inform OP of the termination in a permanent form of notification and destroy the card. When the main cardholder has terminated the agreement, any linked supplementary card must not be used and it must also be destroyed. However, the holder of the bank account linked to the card and the customer are liable for any transactions made with the card before we have received the notice of termination.

The customer has the right to cancel the agreement with immediate effect if OP is in material breach of the card terms and conditions or obligations based on the card agreement.

### 18.2 How OP can terminate this agreement

OP has the right to terminate a consumer customer's card agreement with a notice period of two months from the date of the termination. A corporate card agreement will end in one month of the date of termination. In addition, the Special Terms and Conditions of Credit apply to the termination of a credit agreement.

OP has the right to cancel the agreement with immediate effect if the customer is in material breach of the card terms and conditions or if the bank account linked to the card is closed.

OP will notify the customer of the termination or cancellation in writing or electronically, in the manner agreed. OP will refund the amount of charges and fees paid in advance by a consumer for any period following the end of the agreement.

#### **Ending a corporate card agreement**

The account holder must notify OP of the end of a customer's right of use. The customer must return the card to the account holder when their right to use the account ends or the card's use is otherwise given up. The account holder must terminate the card agreement in a permanent form of notification and destroy the card.

#### **Impact of the end of the agreement**

A termination or cancellation of the main cardholder's agreement also ends the agreements related to supplementary cards. The main cardholder must notify supplementary cardholders of the agreement's termination or cancellation.

The card must not be used to make payments or for any other services included in the card after the card agreement, credit agreement or the agreement for the bank account linked to the card has been terminated or cancelled, or the customer's right to use the bank account or credit facility linked to the card has ended. If OP or the customer terminates or cancels the agreement, the agreement will also be cancelled in respect of any feature or additional service granted by a third-party service provider. OP has the right to notify the third-party service provider that has granted the additional service of the agreement's termination or cancellation.

## 19 Personal data processing

OP processes customers' personal data in accordance with the regulations in force and in a manner described in greater detail in OP's Privacy Notice. We recommend that you read OP's Privacy Notice. The Privacy Notice is available in the op.fi service at [www.op.fi/dataprotection](http://www.op.fi/dataprotection) and at the branches of account-holding banks acting as agents.

The customer agrees to OP having the right to process the customer's personal data necessary for the provision of OP's payment services.

When the customer uses a cash or other ATM, the data concerning the transaction is saved in the information system of the company maintaining the ATM. OP informs the company maintaining the ATM whether an ATM transaction is permitted or not.

OP has the right to give information on individual matters related to the card and its use to international card organisations, to the party accepting the card as a payment instrument, or the provider of the payee's acquiring service, and to reply to a preauthorisation query regarding the card. OP has the right to disclose to a card manufacturer and the providers of supplementary features related to the card the customer's personal data required for the manufacture of the card or by the supplementary feature.

OP has the right to save information related to customer transactions and events in its information systems and to record telephone conversations with customers. An order's date of issue, the date of filing an application, or the date of an agreement and any other transaction details are verified from the information system maintained, and/or telephone conversations recorded, by OP. OP can use them for risk management purposes, in addition to which the customer and OP can use them as evidence for the settlement of any disputes that may arise.

### 19.1 OP's right to use personal credit information

OP uses the personal credit information of the customer or the person making the commitment when issuing and supervising payment instruments and credit facilities and accepting a guarantee or pledge. The credit history is retrieved from a credit data file maintained by a credit reference agency (such as Suomen Asiakastieto Oy).

### 19.2 When is a default of payment recorded in the credit data file?

OP has the right to report, and the controller has the right to record, a payment default entry in the credit data file, if at least 21 days have passed since the customer was sent a reminder for payment after the due date in which the customer is also reminded of OP's right to make a payment default entry in the credit data file, and if the payment is delayed by over 60 days from the original due date stated in the reminder, or if recording the entry is otherwise permitted under the law or a ruling by the data protection authority.

No right to record a payment default entry exists if the delay in payment is the result of a so-called social obstacle to payment under the Consumer Protection Act, and the customer has notified the creditor of that before the entry in the credit data file was made.

## 20 Customer advisory service and disputes

In questions arising from this agreement or these terms and conditions, always primarily contact OP's Customer Service. File any complaints or claims in writing and detail.

If you disagree with a decision made by OP or the account-holding bank, you can refer 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 body, which handles complaints independently of any previous decision.

Consumers and small businesses may also refer 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 or the Consumer Disputes Board ([www.kuluttajariita.fi](http://www.kuluttajariita.fi)).

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

Contact information of the Consumer Ombudsman: Competition and Consumer Authority, Lintulahdenkuja 2, P.O. Box 5, FI-00531 Helsinki ([www.kkv.fi/en](http://www.kkv.fi/en))

## 20.1 Jurisdiction for disputes

OP/the account-holding bank and the customer can bring an action concerning disputes that arise from this agreement against each other

- in the district court of the Finnish municipality in the jurisdiction of 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 resided or had a permanent residence when establishing the agreement.
- If the consumer customer did not reside or had no permanent residence in Finland when the agreement was established, the 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 referred to the District Court of Helsinki.
- Furthermore, the customer has the right to bring an action against OP in the district court where OP is domiciled, and against the account-holding bank in the district court where the account-holding bank is domiciled.

## 21 Glossary

**In this glossary, we explain the specific meanings of words, or phrases, as they are used in these terms and conditions.**

### **Customer**

A natural or legal person who enters into this agreement with OP and to whom we hand over a personal card.

### **Credit/debit card (combination card)**

A personal payment card for use in Finland and internationally, issued by OP to the Customer. Under separate agreements, it can additionally be used as a debit, charge or credit card and/or as a card used to pay for the service of another company that has an agreement with OP.

### **Debit card**

A personal payment card for use in Finland and internationally, issued by OP to the customer. Transactions made with this card are debited from a bank account.

### **Card-not-present payment**

The payment of products or services purchased on the basis of a telephone order, mail order or a sale made over the internet. The card details are entered on the merchant's electronic payment template or disclosed to the merchant over the phone. The payment can also be transmitted to the merchant through a mobile phone operator.

### **International card organisations**

Mastercard, Visa or some other international card organisation.

### **International sanction**

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

**Third party and third-party service provider**

A party other than the customer or an OP Financial Group company or entity.

**Card**

Both a physical card and the card details added on a device. For the sake of clarity, however, this double meaning is highlighted in the most important clauses related to the customer's responsibility by using the expression "card and card details".

**Card details**

The card's number, validity date and the three-digit security code on the back of the card. On OP's combination cards activated in 2023 or later, the credit card's credit number, debit card's debit number and the security codes of both are on the back of the card.

**Card transaction**

A payment or withdrawal of funds from a bank account or a deposit of funds into a bank account (debit transaction), or a payment or withdrawal of funds from a credit facility or overpayment that increases the card's credit limit (credit transaction), in which the card is actually present or the card details are given to execute the transaction. If the card details are used for some other service, this is not considered a card transaction.

**Consumer**

A natural person who concludes an agreement mainly for a purpose other than their business.

**Credit card (Visa and Mastercard)**

A personal payment card with a charge card and/or credit facility issued by OP to the customer for domestic and international use.

**Contactless payment**

A card transaction completed with a Contactless Payment Terminal. The transaction is completed either with a physical card or a device containing the card details (mobile contactless payment). The feature can be linked to the card in applications accepted by OP.

**Payment terminal**

A device which reads the card details, performs the required verifications, and forwards the card transaction electronically.

**Payment service**

Issuing a card and executing card transactions.

**OP**

The service provider and credit institution which enters into this agreement with you and has issued the card and any related credit facility to you.

**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**

The electronic service channels that an OP Financial Group bank or company offers to customers, and in which customers use the services as identified persons. Examples of these service channels include the op.fi service, OP-mobile, OP Accessible and OP Customer Service at 0100 0500.

**Permanent form of notification**

This means the provision of information via OP's digital services or in writing.

**Main card**

A credit or credit/debit card in the credit facility of which a supplementary card has also been included.

**Main cardholder**

A legally competent person who is alone responsible for the credit facility linked to the card and its repayment.

**Supplementary card**

A card linked, with the main cardholder's consent, to the same credit facility and granted to another person (the supplementary cardholder).

**Account-holding bank**

An OP cooperative bank which offers a bank account and accepts use of the account with the card issued by OP.

**Account holder**

A natural or legal person to whose bank account the card is linked.

**PIN**

A secret, personal numeric password given by OP to the customer or selected by the customer. By entering their PIN, the customer approves card transactions.

**Corporate card**

A card linked to some other than a consumer customer's account or which otherwise can be used only for the payment of charges related to business activity. Consumer protection legislation does not apply to a card of this kind and its use.