



# Terms and conditions for OP's digital services

Effective from 1 December 2019.

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

OP's digital services agreement agrees on the opening of OP's digital services. These terms and conditions apply to using OP's digital services.

## 1 Services offered and application of the terms and conditions

### 1.1 OP's digital services and transaction services

OP's digital services constitute various service platforms provided by OP, such as the op.fi service, OP-mobile, electronic signature service and telephone service. You can use the transaction services through OP's digital services.

The transaction service is a service provided by OP, such as the transfer of payments and e-invoices, financing, investment and insurance services offered in OP's digital services. The transaction service may be produced by OP or a third party. You conclude a separate agreement on the transaction service that is not part of this service. The terms and conditions of this agreement apply to the transaction service insofar as is not otherwise agreed in the terms and conditions of the transaction service.

You can use OP's digital services with various devices, such as a computer, mobile device and phone. The services used via various devices and digital service channels may vary in terms of content and functions. OP has the right to specify the digital services it provides, as well as the transaction services offered in such digital services. OP may change the digital services and transaction services or refuse to offer a service or its feature to you.

### 1.2 Applicable terms and conditions

A specific set of agreement terms and conditions, and instructions shall apply to the transaction service and identification means. If the terms and conditions of OP's digital services are conflicting with the terms and conditions or instructions of the transaction service or identification means, the terms and conditions of OP's digital services shall apply primarily. However, the services for saving through insurance are primarily governed by the terms and conditions of the relevant insurance contracts and services, and secondarily by the terms and conditions of OP's digital services.

If you have both overlapping active OP's digital services agreement and OP eServices Agreement, the agreement and terms and conditions that apply to the use of digital services depend on the identification means you use for logging in. When you log in to OP's digital services with an identification means issued by OP, OP eServices Agreement

and its terms and conditions shall apply, and if you use other identification means approved by OP, OP's digital services agreement and these terms and conditions shall apply for your transactions.

## 2 Definitions

International sanctions are sanctions, financial sanctions, export or import bans, trade embargoes or other restrictive actions imposed, administered, approved or executed by the Finnish government, United Nations, European Union, United States of America and United Kingdom or their competent authorities or governing bodies.

Third party is other than the Customer or OP.

OP means any OP Financial Group company or entity.

OP Financial Group consists of member banks of OP Cooperative, OP Cooperative, its existing and future group companies (such as OP Corporate Bank plc, Pohjola Insurance Ltd, OP Asset Management Ltd, Pohjola Health Ltd, and OP Life Assurance Company Ltd), OP-Kiinteistökeskus, OP-Eläkesäätiö, OP Bank Group Pension Fund and other existing and future companies, entities and foundations, over which at least one of the aforementioned organisations alone or together exercises control.

The service provider is OP Retail Customers plc.

Identification means mean user identifiers for OP web services and OP Service User ID. Identification also means other certificates or identification means provided by OP or a third party which OP approves.

## 3 Communications

### 3.1 Notifications from OP and third parties

OP will primarily give any notifications concerning this agreement to you as messages on OP's digital services. Notifications related to transaction services you are using can be sent as messages to OP's digital services. Notifications can also be sent otherwise as part of OP's digital services, or in another manner agreed with you, such as an SMS or email. The notifications may concern changes to the agreement terms and conditions or the charges and fees, different notices, offers, or other messages under confidentiality obligation.

OP has the right to send notifications also to a postal address you have given or that OP has received from the Population Information System.



OP may send you a separate notification of a message sent to OP's digital services via email or SMS.

If OP wishes to confirm a transaction you have made in accordance with clause 4.5 (Service suspension or restriction) of the terms and conditions, for security reasons for example, OP will send an SMS to the mobile phone number you have given to confirm the transaction. After this, you can confirm the transaction according to the SMS on the services approved by OP which are listed at op.fi.

As a customer, you understand that the content of the SMS or email used in communications may, for reasons beyond OP's control, fall into the hands of an external party, it may change from the original, and the message may be misdirected to a wrong number or address or remain undelivered.

### 3.2 Obligation to regularly monitor new messages, and date of receipt of information

As a customer, you have the duty to regularly monitor OP's digital services for new messages and other notifications. You are deemed to have received the notification on the seventh calendar date following the date of issuing the notification at the latest.

### 3.3 Contacts and notifications by the customer

You can send notifications in accordance with this agreement or otherwise contact OP by sending a message on OP's digital services, the chat, an online meeting, by phone or by visiting an OP branch in person.

### 3.4 Service language

The services are available either in Finnish, Swedish or English, depending on the branch and service. On a case-by-case basis, OP can also agree to use another language to render a service, in full or in part. If you wish to receive the service in another language than that available, you are in charge of acquiring the necessary interpretation service and any related fees.

OP will send notifications, information services, requests related to confirmation only in Finnish or Swedish, unless otherwise provided by the transaction service.

## 4 Use of OP's Digital Services

### 4.1 Security

OP's digital services can only be used through the op.fi service or other user interface enabled by OP. You can log in to op.fi by typing www.op.fi in the browser's address bar.

Before logging in, you are obliged to ensure that the site is protected by SSL. The padlock icon in the browser's address bar should indicate that a certificate has been issued to an OP Financial Group company (such as OP Osuuskunta/OP Cooperative). Depending on your web

browser, SSL protection may be shown in green in the address bar.

OP's digital services are meant for your personal use. You may not let third parties use the services, and as a customer, you are not allowed to use such services or applications that seize control of your session in OP's digital services. What is stated above does not limit your right to use licensed payment initiation services or registered account information services that comply with the Payment Services Act.

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

### 4.2 Use of identification means

OP identifies you through the identification means it has approved in connection with the use of OP's digital services. The identification method use may affect the content and performance of the service.

The use of identification means corresponds to the verification of identity in the same way as using a personal ID document.

During and after the contractual relationship, you are responsible for all actions that you have performed when logged in to OP's digital services. Use of identification means approved by OP is equivalent to the your signature.

You must carefully store the identification means, and you are responsible for the unauthorised use of the identification means at least if:

- 1 You have handed over the identification means to an unauthorised person;
- 2 The identification means is lost or falls into the possession of an unauthorised person or is used without authorisation due to your negligence, which is not minor; or
- 3 You have failed to report, without undue delay, that your identification means has been lost, obtained unlawfully by another party, or used without authorisation.

Your responsibility for the use of OP's digital services as an identified user ends when the identification means has been deactivated. Your responsibility will not end even when the identification means is deactivated if you have purposefully submitted a false notification or otherwise acted with fraudulent intent.

### 4.3 Agreements and other legal action

In OP's digital services, you may conclude agreements and send OP and a third party approved by OP applications, make orders to them and send messages.



An agreement is concluded once the parties have validated it. OP validates the agreement by creating an account for the customer, unless otherwise agreed.

OP processes and archives electronically the data covering all agreements and orders you have made in OP's digital services, all messages you have sent and your other service use.

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

Information presented through OP's digital services cannot be regarded as an offer or a commitment binding on OP or third party, unless this has been stated separately.

#### 4.4 Personal data processing

OP processes personal data in accordance with regulations in force and in a manner described in greater detail in the Privacy Statement and the Privacy Notice. We advise you to read the indicated data protection information. The Privacy Statement and the Privacy Notice are available at op.fi and at OP's branches.

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

#### 4.5 Service suspension or restriction

OP has the right to suspend or restrict the use of OP's digital services and transaction services

- 1 during maintenance, servicing or repair;
- 2 during power failures or service interruptions of electronic communication means;
- 3 during an industrial action related to OP;
- 4 if you or your hardware, software, systems or telecommunication connections cause disruption or endanger the security of the service;
- 5 to protect you against misuse or data security risks;
- 6 if OP has a justified reason to suspect that the service is being used for any action contrary to law or in a manner that may cause loss or risk of loss to OP, you or a third party;
- 7 if you use OP's digital services contrary to law, good practice or the corporate responsibility requirements published by OP, or if you materially breach the terms and conditions of the agreement or the service instructions;
- 8 if you are subject to international sanctions;
- 9 if you do not, at OP's request, provide Know Your Customer (KYC) information as required by legislation;
- 10 if you die or if a legal guardian is appointed for you;
- 11 if you use the service outside Finland or if you move abroad permanently.

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 require you to identify yourself or

confirm transactions with a specific identification means. When confirmation is requested, you must check the content of the transaction concerned.

OP has the right to suspend an unusual or infrequent transaction and require you to separately confirm the transaction in a certain way, such as with an identification means or by contacting OP. Such confirmation may be requested through an SMS, for example.

OP is not obliged to inform you if the use of OP's digital services or an individual transaction service is prevented and an individual order is suspended or remains unexecuted due to the reasons mentioned above.

OP does not guarantee in any way the uninterrupted availability of the services and is not liable for any loss caused by interruptions.

## 5 Security and responsibilities of the parties

### 5.1 Required hardware, software and telecommunications

The minimum technical requirements for using OP's digital services are available at op.fi and in OP's branches.

As a customer, you are responsible for having the hardware, software and telecommunication connections required for the use of OP's digital services. You are also responsible for their data security, functionality, safety and software updates as well as operating and maintenance costs. OP, for its part, is responsible for ensuring the adequacy of its information systems' data security.

OP is not liable for any loss or change of information on a public data network or your network, or any loss caused by it.

### 5.2 Complaints and claims regarding services

If you detect any error or problem related to OP's digital services or transaction services, you must contact OP immediately to solve the problem or correct the error.

### 5.3 Claims due to a service error

Any claims due to OP's error must be reported with sufficient details either to the OP company or entity whose services you mainly use, or to the service provider. You must present your claim immediately after detecting the loss, but no later than three (3) months since detecting the error or loss, unless the applicable terms and conditions otherwise state. Unless you file the complaint within the stipulated time mentioned above, OP shall bear no responsibility for the occurrence, and you shall have no right to claim damages in this respect. Complaints and claims regarding third parties must be presented directly to the third party in question.



OP is liable to compensate you only for direct damages caused by an error or neglect on part of OP. In such a case, OP shall only be liable for compensating the interest lost incurred as well as necessary and reasonable costs of investigating the damage. OP will refund service fees it has charged only in respect of the performance of the service that caused loss.

OP is not liable for any indirect losses caused to you unless such a loss has been caused wilfully or through gross negligence. Indirect loss includes loss of earnings or unrealised gains.

As a service user, you must take reasonable measures to mitigate any loss. If you fail to do so, you will be personally liable for the loss in this respect.

Compensation for damages payable by OP on the basis of an unlawful procedure or a procedure in breach of the agreement can be adjusted, 4 (5) if said compensation is unreasonable. The adjustment will take into account the cause of the violation, your possible contributory negligence, OP's prospects to foresee and prevent the occurrence of loss, and other circumstances.

OP is not liable for a third party's functions, services, products or data security problems that are caused by the fact that you enable the access of the third party's application or software to OP's digital services. OP is not a party to any agreements between you and a third party, and accepts no responsibility for the fulfilment of such agreements and their terms and conditions, as well as for the validity of legal acts.

OP is not liable for damages caused by your equipment, software, systems or telecommunications connections.

#### 5.4 Information services

OP's digital services offer information services provided by OP and third parties, such as information on capital markets and OP's services. Information services are based on public sources and information which OP deems reliable. However, this does not exclude the possibility that the information presented may be partly incomplete or contain errors.

Information provided through information services is delivered on an "as is" basis and without commitments. The information provided by the services is under no circumstances an offer, a recommendation or advice to buy or sell. OP is not responsible for the accuracy or reliability of the information provided by the services or any loss caused by the use of the services.

#### 5.5 Customer's obligation to provide information and responsibility for information provided

You must supply OP with the information requested, such as name, personal ID code, postal address, phone numbers and domicile. If OP so requires, you must give a sample of

your signature and other necessary information for a customer's identity verification.

If you have agreed to send information under confidentiality obligation by email or some other agreed manner, you must share the contact details you wish to use in OP's digital services or at a branch.

You have an obligation to notify OP of any changes in them. OP also has the right to retrieve the information from the Population Information System. You must notify of any changes to your contact details because OP may need these details to confirm that you truly made a transaction.

As a customer, you are responsible for ensuring that the information is accurate and up-to-date. OP or the third party processes transactions on the basis of the information provided and is under no obligation to check or complement the information. However, should the information you have provided be found to be incorrect or incomplete or the information is destroyed, you must provide new information upon request.

OP shall not be held liable for any loss caused to you as a result of errors or defects in the information you have provided.

## 6 Agreement, changes and prices

### 6.1 Entry into force, termination and cancellation of the agreement

The agreement will enter into force when the parties have approved it. OP will approve the agreement by opening OP's digital services for you.

The agreement will remain effective until further notice unless otherwise agreed.

You have the right to cancel the agreement with immediate effect by notifying either that OP's company or entity whose services you mainly use or the service provider of the cancellation.

OP allows reasonable time to complete the cancellation of OP's digital services. However, you cannot cancel an agreement as long as you have one or more active agreements concerning a transaction service in which the notifications related to the transaction service can be received only as a message in OP's digital services, or the agreement on the transaction service otherwise requires you to have a valid OP's digital services agreement.

OP has the right to cancel this agreement applying a two (2) month notice period from the notice of cancellation.

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



OP sends notice of termination to you as a message in OP's digital services, by letter or with another separately agreed manner. The notification concerning the cancellation will be sent to you by letter to the postal address you have told us or that has been retrieved from the Population Information System, or in another manner agreed.

OP has the right to consider the agreement to have been terminated without cancellation and separate notification if you have not used OP's digital services for a year (1).

## 6.2 Service charges and fees

OP's digital services are free of charge to use.

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

OP reserves the right to unilaterally change this agreement, the range of services and the operation and contents of the services.

OP shall notify you of changes to the agreement or its terms and conditions in accordance with section 3 (Communications). The change will take effect on the date indicated by OP, but no earlier than two (2) months following the dispatch of the notification.

Any change in this agreement will take effect and the agreement will continue to be effective with the altered content unless you cancel the agreement prior to entry into force of said change. OP shall not charge you any costs incurred by OP due to such cancellation.

## 6.4 Assignment of the agreement

The parties shall not have the right to assign this agreement to a third party. OP shall be entitled to assign or transfer this agreement to a company or organisation of OP Financial Group.

## 7 Legal issues

### 7.1 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.

You may save and print out OP content from OP's digital services only for personal use by you or your family member. Any other 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 are likewise prohibited.

### 7.2 Force majeure

The parties to the agreement are not liable for damages if they can prove that their obligation was not fulfilled due to a force majeure event. Force majeure is an unusual and unforeseeable event which the party could not affect and

the consequences of which it could not have avoided with all due care. Similar threats or incidents targeting the network, such as a denial of service attack, are also considered force majeure events. Neither is OP liable for any loss arising from the fulfilment of any obligation under this agreement if such fulfilment were against any of OP's obligations laid down elsewhere in law.

A contracting party will, as soon as possible, notify the other party of a force majeure circumstance. OP can do this by publishing an announcement, for example, on its website or in national daily newspapers.

### 7.3 Customer advisory service and non-judicial procedures

In questions related to OP's digital services agreement and these terms and conditions, you should always primarily contact the OP company or entity with which you mainly do transactions or the service provider.

If you, as the customer, disagree with OP's decision, you can submit your matter in writing to OP's Customer Ombudsman. The customer ombudsman is a fast and free-of-charge complaint-handling body, which handles complaints independently of any previous decision.

As a consumer, you can take any dispute concerning these terms to the Consumer Disputes Board ([www.kuluttajariita.fi/en](http://www.kuluttajariita.fi/en)).

If the dispute concerns the management of a transaction service in the financial or insurance sector, the buyer or small business owner can submit the dispute to the Finnish Financial Ombudsman Bureau ([www.fine.fi/en](http://www.fine.fi/en)) or the Bureau's Banking or Insurance Boards.

You can also contact the Financial Supervisory Authority.

### 7.4 Regulator

The Finnish Financial Supervisory Authority oversees credit and financial institutions, fund management companies and investment firms and insurance companies belonging to OP Financial Group. Financial Supervisory Authority, Snellmaninkatu 6, P.O. Box 103, FI-00101 Helsinki ([www.finanssvalvonta.fi](http://www.finanssvalvonta.fi)).

### 7.5 Applicable law and jurisdiction

OP's digital services are intended for use in Finland. The laws of Finland shall apply to this agreement, regardless of the country in which the service is accessed.

You as the customer, same as the service provider, may bring an action against the other party concerning any disputes that arise from this agreement as follows: The action can be brought to the district court of the Finnish municipality in the jurisdiction of which you reside or have a permanent place of residence.



If you no longer reside or have no permanent residence in Finland when an action is brought, it can be brought in the district court of the Finnish municipality in the jurisdiction of which you resided or had a permanent residence at the time the agreement was made.

If you did not reside or had no permanent residence in Finland when the agreement was made, an action can be brought in the court of first instance in the locality of the

EU member state in the jurisdiction of which you reside or have a permanent residence. If you are not a resident of an EU member state, disputes will be referred to the District Court of Helsinki.

As the customer, you also have the right to bring action against the service provider in the district court of the municipality of the service provider, which is the District Court of Helsinki.