

### 1. General

These special terms and conditions (Service Specific Terms) of the e-Payment service (CM Service) shall be applied to corporate customers if agreed between the Customer and Nordea, or if Nordea has informed the Customer that these terms apply to the CM Service, and these Service Specific Terms shall be construed in conjunction with the General terms and conditions for corporate cash management services (Terms).

Furthermore, the terms and conditions of the Customer's account and Nordea's general terms on payment transmission valid at any given time shall be applied to the CM Service, as applicable. Should the aforementioned terms and conditions be in conflict with these Service Specific Terms, these Service Specific Terms shall prevail.

The detailed functionalities of the CM Service are described in the Service Description.

### 2. Main features, adoption and availability of the CM Service

In the CM Service, a Customer can receive payments from payers that are Nordea's customers (**Nordea e-Payment**) and from payers using the other payment service providers (such as other banks) that Nordea lists in its Service Description at any given time.

If a Customer prefers to receive payments in the CM Service through a payment service provider other than Nordea, Nordea will transmit the payment order addressed to the Customer by the payer to the payment service provider maintaining the payer's account in accordance with the Service Description (**Payment Initiation Service**). In the Payment Initiation Service, Nordea transmits, at the payer's request, the payment order initiated by the payer using the strong authentication procedures provided by the payment service provider which holds the payer's payment account and gives the Customer the details of the payment order transmitted in accordance with the Service Description. In order to be able to use the Payment Initiation Service, the Customer is required to take the measures mentioned in the Service Description.

Payment service providers maintaining the payer's account, such as other banks within the Payment Initiation Service, are not considered to be Nordea's subcontractors. Nordea is not liable in connection with Payment Initiation Service for the functioning of the dedicated interface of the payment service provider maintaining the payer's account intended for the transmission of the payment orders or for the execution of the payment orders to the Customer that are transmitted by Nordea to the payment service provider maintaining the account.

A payment received by the Customer may be refunded to the payer (**Refunded Payment**) in the CM Service in accordance with the Service Description.

By adopting the CM Service, the Customer gives its

explicit consent to the use of the Customer's information for the CM Service.

The CM Service may not be used for receiving payments on behalf or in the name of another party. The CM Service may not be used as a common payment function of an Internet

trading platform. Each party participating in such a trading platform shall conclude a separate agreement on the adoption of the CM Service with Nordea.

The adoption date of the CM Service shall be separately agreed on between the Customer and Nordea.

The contracting parties are each liable for their own part for the costs arising from the development, adoption and use of their service and data systems and their maintenance. Each contracting party shall ensure that their data systems are appropriately protected against illegal use. Nordea may interrupt the provision of the CM Service for maintenance or updating the CM Service, or if it is required in order to protect the security of the Customers, Nordea or another payment service provider. The Customer is liable to update their own systems and for ensuring that the systems used by the Customer are compatible with the technical requirements of the CM Service.

Nordea does not guarantee uninterrupted access to the CM Service. Nordea is not liable for any disturbances in the CM Service if they result from a malfunction in data communications or some other fault of a third party.

If the Customer uses a subcontractor for setting up their CM Service, the Customer is liable for ensuring that the subcontractor on their part complies with the terms and conditions of the CM Service. The Customer undertakes to immediately inform Nordea if the Customer's subcontractor changes.

### 3. Terms and conditions of the trademark and use of material

During the validity of the agreement on the CM Service, the Customer is entitled to use the e-Payment trademark in connection with their own service in an electronic format as instructed by Nordea or in another manner separately approved by Nordea. The trademark may not be surrendered to any third parties or used in another manner. The right of use of the trademark ends when the agreement on the CM Service is terminated, and the Customer agrees to immediately remove the trademark from their service and from any marketing material associated with it.

Nordea will notify the Customer of the terms and conditions and instructions related to trademarks not owned by Nordea applicable to the CM Service. The Customer undertakes to comply with such terms and conditions and instructions.

### 4. Payment functionalities

The CM Service includes three payment functionalities:

- **Nordea e-Payment:** A payment made to a Customer by a payer who is Nordea's Customer.
- **Payment Initiation Service:** A payment order initiated at the request of a payer.
- **Refunded Payment:** A payment received by the Customer but refunded to the payer's account. A Refunded Payment may not exceed the original payment amount.

### 5. Terms and conditions regarding the Customer's service

The Customer undertakes to provide and market their services in compliance with the pertinent laws, regulations and authoritative orders, as well as in accordance with good practice and within reason. In their marketing, the Customer shall ensure that the services and responsibilities of the

Customer, Nordea or another service provider can be clearly distinguished.

## **6. Transmission of payments to the Customer's account and payment transaction data**

In Nordea e-Payment, Nordea transmits the payments addressed to the Customer as credit transfers to the account designated by the Customer in accordance with Nordea's general terms on payment transmission, but in such a manner that the payments to be made instantly (during the session) will be entered in the Customer's account once they have been debited to the payer's account with Nordea. If a payment is made subsequent to the time of the order (maturity date payment), the payer may cancel the order on the banking day preceding the due date of the order unless the payer and Nordea have agreed on this otherwise. The payment service provider maintaining the payer's account is liable for the transmission of the payment from the payer's account to the Customer in the Payment Initiation Service.

As regards the data provided for a payment transaction, the Customer is liable for the correctness of the data, for the basis and amount of the payment being undisputed as well as for providing the invoicing details to the payer.

The transaction data on the payments effected shall be delivered to the Customer in accordance with the terms and conditions governing the account linked to the CM Service.

In the Payment Initiation Service, Nordea provides the Customer with information on the payment orders transmitted to the payment service provider maintaining the payer's account in accordance with the Service Description.

The contents of the payment orders transmitted by Nordea and the payments transmitted by Nordea to the Customer's account as well as their dispatch and receipt times shall be authenticated from Nordea's data systems or from printouts obtained from them.

## **7. Identification of payers**

In Nordea e-Payment, Nordea shall identify the payers who make payments to the Customer through their Nordea account in accordance with the agreement concluded with the payer. As regards payments transmitted through the Payment Initiation Service, Nordea is not liable to identify the payers.

## **8. Confidentiality of information**

Nordea and the Customer shall each on their part keep the information about the other contracting party or the customers of Nordea that is covered by trade or bank secrecy, the information about the implementation of the CM Service, the security solutions and the terms and conditions of this agreement as well as the information that the contracting parties receive while operating as stated in this agreement, confidential so that no information is disclosed to any third parties and that any third parties have no means of acquiring the information. Notwithstanding the bank secrecy provisions, Nordea is authorised to publish the Customer's name and the name of the Customer's service in marketing material or instructions concerning the reception of payments.

The Customer may not use the information received through the CM Service for any other purpose than using the CM Service. This means, for example, that the Customer may not investigate other information about the

payers for any other purpose than executing or authenticating the payment transaction.

The Customer may not disclose to any third party the security solutions related to the CM Service disclosed by Nordea to the Customer's use and/or the descriptions related to such security solutions.

## **9. Customer's contact person and duty of notification to inform**

The Customer shall name a contact person to whom Nordea can address the notifications regarding the CM Service and any queries about the payments.

The Customer undertakes to notify Nordea immediately if there are changes to the contents, web address or server of the service provided by the Customer, to the contact person named by the Customer or to the Customer's contact information.

## **10. Out-of-court redress mechanisms**

In addition to the dispute resolution mechanisms agreed in the Terms, the Customer has the right to seek out-of-court dispute resolution as follows:

If a dispute related to this Agreement cannot be resolved in negotiations between the parties, small-sized enterprises may turn to the Finnish Financial Ombudsman Bureau (FINE) ([www.fine.fi](http://www.fine.fi)), which provides independent advice and guidance to customers free of charge. The Finnish Financial Ombudsman Bureau (FINE) and its Banking Complaints Board provide solution proposals in disputes. FINE does not handle disputes that are pending in or have been processed by the Consumer Disputes Board or a court of justice. The easiest way to initiate the handling of a complaint is to send an online contact form available at [www.fine.fi/en](http://www.fine.fi/en).