

### 1 Agreement terms and conditions concerning e-payment

In addition to these terms and conditions, the currently valid account terms and Nordea's general terms and conditions for payment transmission are applied to the e-payment where applicable.

If the agreement terms and conditions and the discretionary provisions of the applicable law are contradictory, the agreement terms will be applied.

The content and functions of the e-payment are listed in the service description.

The technical solutions of the service will be implemented and maintained as described in the service description. The information concerning the e-payment is given in these terms and conditions and in the service description. The bank is not obligated to provide the customer with any additional information.

The terms and conditions are available in Finnish, Swedish and English. In case of differences between the different language versions, the Finnish version takes precedence.

### 2 Implementation and functioning of the e-payment

E-payment is a service whereby the bank intermediates payment instructions given to the bank and credits the company's account and provides the company with account information related to payments as described in the service description and set forth in Nordea's general terms and conditions for payment transmission and in other applicable agreement terms and conditions.

The company accepting e-payments makes an agreement on e-payment directly with the bank. E-payments cannot be received on behalf of another company. E-payment may not be used as the general payment function of an Internet shopping centre. Each company operating in the common shopping centre must, instead, conclude an agreement on the implementation of e-payment.

The date of implementation of e-payment is to be agreed upon by the company and the bank separately.

Both contracting parties will be responsible for the development, implementation, use and maintenance costs of its own service and information systems. Both contracting parties will be responsible for making sure that their information systems are appropriately protected against illegal use. The bank may interrupt the provision of the service for the duration of maintenance or updating of the service or, if necessary, for security reasons in order to protect the bank or its customers.

If the company uses a subcontractor in the execution of its service (for example, for server maintenance), the company is responsible for the subcontractor's compliance with the terms and conditions of this agreement. The company undertakes to inform the bank without delay in case the company's sub-contractor changes. The service is to be executed using a server located within the borders of Finland, unless an express written consent is provided by the bank.

### 3 Terms and conditions pertaining to the bank's trademark

Pursuant to this agreement, the company has the right to use the Nordea's trademark in electronic format in connection with the service stated in this agreement as set forth in guidelines concerning the marketing of e-payment or in a manner accepted separately by the bank. The company undertakes to follow the guidelines issued by the bank concerning the use of the trademark. The trademark is not to be distributed or used in a manner contrary to the terms and conditions of this agreement. The right to use the trademark expires upon the expiry of this agreement,

and the company undertakes to remove the trademark from the company's service and related marketing material without delay.

### 4 Terms and conditions pertaining to the company's service

The company undertakes to produce and market its services with which e-payment is connected pertinently and to operate in conformity with the law, regulations, orders of the authorities, and good practice and adhering to reason. The company must ensure that, in its marketing material, a distinction is made between the services of the company and the bank and related responsibilities so that they cannot be confused.

The company makes sure that the service provided by it is executed technically in such a way as not to risk the financial security or privacy protection or information security of a customer or a bank using the services of the company. The company is responsible for the fulfilment of its service obligations to its customer in accordance with the company's offer and terms of agreement. The company is to make certain that the company's customers have the possibility to submit any complaints concerning the company's services directly to the company and that the complaints are handled duly and without delay. The company is to make its contact information known to its customers in connection with its service for the purpose of possible complaints.

The company is solely responsible for the features of its products and services as well as for their operation and marketing. In case a decision made by consumer protection authorities or a court of justice requires that the bank pay charges or damages which are based on the company's activities or a fault or delay in the service or commodity offered by the company, the company agrees to pay to the bank immediately upon the bank's request the amount paid by the bank plus interest at 13% on the amount.

If the company offers or directs its service to other countries than Finland, the company is to see to it that the company's service and operations are in accordance with this section of the agreement also with regard to the legislation and practice of the country in which the service is provided.

### 5 Transmitting a payment to the company's account and transaction information

The bank is to transmit payments to the company as credit transfers by crediting the company's accounts referred to above in accordance with the terms and conditions of this agreement and Nordea's general terms and conditions for payment transmission; however, in such a way that payments payable immediately (during the session) are credited to the company's accounts as soon as the payer's account has been debited.

If a payment is effected later than the order date (maturity date payment), the payer can cancel the order on the banking day before the maturity date unless otherwise agreed between the payer and the bank. The payer can make changes to the order to pay as specified by the company. The company is responsible for the accuracy of the information the company has provided for the payment transaction and for the indisputability of the basis and amount of payment and their conformity with this agreement and for the provision of invoicing information to the buyer.

The bank provides the company with information on payment transactions in accordance with the account terms and conditions or the terms and conditions of some other service agreement. The company can also check the payment transaction information using e-payment's query function.

The content of the payments transmitted to the payer's account by the bank as well as the sending and reception times are verified from the bank's data systems or from printouts from these systems.

### 6 Identification of customer

The bank identifies the customers using e-payment in accordance with an agreement between the customer and the bank. The bank makes a reply message of the successful identification of a customer and transmits the message to the company. If the company uses the identification method offered by the bank for the provision of its service, the bank is not responsible for any indirect damages like unobtained yield disappearance of data or other damage that is difficult to anticipate, which may be caused by the availability of the identification for which the bank is responsible, the identification, or an error in the function of the service.

### 7 Confidentiality

The bank and the company undertake to maintain the secrecy of any information concerning the other party or the bank's customer which can be considered to be a trade secret or as belonging in the sphere of bank secrecy, and the secrecy of information on the execution of the service, security solutions and information about the terms and conditions of this agreement and any information confidential by nature and accessible to the parties through other means by virtue of this agreement in such a way that the said information is not distributed to third parties and access to it by third parties is prevented. Notwithstanding the bank secrecy provisions, the bank is allowed to publish the name of the company and the name of the service provided by the company in the bank's marketing material related to e-payment.

### 8 Service charges

The company is to pay the charges and commissions according to the bank's currently valid service tariff or as agreed upon separately with the bank. The bank has the right to debit the company's account with the amounts.

The company is responsible for ensuring that the company's account has sufficient funds to cover the service charges.

### 9 Changes in terms of agreement and prices

The bank has the right to make changes in the terms and conditions of agreement pertaining to the service and in the service tariff.

The bank will notify the company in writing or electronically of a change in the terms and conditions of agreement which adds to the company's obligations or limits the company's rights and is not the result of a legislative amendment, directions of the authorities, or a change in banking practice. The bank notifies the company of such changes one month before the proposed effective date of the change at the latest.

The bank will notify the customer of other changes in the terms and conditions of agreement by publishing them at the bank's place of business or on the bank's website. Such changes will take effect at a time notified by the bank.

### 10 Notices sent by the bank

Changes in the content of the service and changes other than those related to the terms and conditions of the agreement and service charges can be made known by the bank to the company by changing the service description or by notifying the company of them in writing or in some other permanent manner.

A written notice sent by the bank is considered having been brought to the company's attention on the 7th calendar day from

the sending of the notice provided that the letter was sent to the address provided to the bank by the company. A notice delivered electronically is considered having been brought to the company's attention on the day the notice was sent.

### 11 The company's contact person and reporting obligation

The company is to provide the bank with the name of the contact person to whom the bank can send notices regarding the service, service charges or the terms and conditions of this agreement. The company is obliged to inform the bank in case of changes in the content of the company's service, URL address, server, contact person or the company's contact information.

### 12 Force majeure

Neither contracting party will be responsible for damage caused by force majeure or in case the operation of either contracting party is made unreasonably difficult owing to a corresponding cause. The following are examples of such obstacles that relieve the contracting parties from their responsibility:

- Measure of an authority,
- War or the threat of war, revolt or riot,
- Interruptions in postal service, automatic data processing,
- Data transfer, electronic communications or the supply of electricity beyond the control of a contracting party,
- Interruption or delay in the operation of a contracting party caused by a fire or other type of accident or,
- Industrial action such as a strike, an embargo, a boycott or blockade, even if not directly related to the contracting party.

Due to force majeure or other above-mentioned circumstance, a contracting party has the right to interrupt all operations until further notice.

### 13 Limitations of liability

Under no circumstances will a contracting party be liable for indirect damages caused to the other contracting party by any interruptions in the service.

The company is to make any complaints and claims concerning the service to the bank in writing without delay and at the latest within two (2) months of the date of the error.

The company is to take reasonable action to restrict the damage. If the company neglects this, the company is responsible for the possible damage caused. However, damages payable to the company based on actions in breach of law or an agreement can be conciliated, if the damages are unreasonable taking into consideration the reason for the breach, the company's possible contribution to the loss, the consideration paid for the service, the bank's possibilities to anticipate and prevent the damage and other circumstances.

### 14 The bank's right to discontinue the provision of the service

The bank has the right to discontinue the provision of the service, if the company is placed in liquidation or being filed for bankruptcy or reorganisation proceedings, or if the company suspends payment or when the bank has a justifiable reason to suspect that the service is used for activities which are illegal or contrary to the terms and conditions of the agreement, or if the use of the service risks the security of the bank's or its customer's data.

### 15 Prohibition on transfer

The company does not have the right to transfer its rights and obligations based on this agreement to any third party without a written consent of the bank.

The company does not have the right to surrender to any third party security solutions related to the service and/or their descriptions which the bank has given to the customer.

The bank can transfer the agreement to another service provider belonging to the Nordea Group so that the transferee takes responsibility for all obligations under the agreement.

#### **16 Validity of the agreement, serving notice and termination**

The agreement is in force until further notice.

The parties are entitled to terminate the agreement in writing with one month's notice.

A contracting party is entitled to terminate the agreement in writing with immediate effect if the other contracting party has fundamentally breached the terms and conditions of this agreement, or when the account related to the service is closed. The bank will always have the right to terminate the agreement, if the company's procedures, service or marketing are not in conformity with the law, regulations, orders of the authorities, or good practice. Upon the termination of the agreement, the company is obliged to terminate the provision of e-payment to the company's customers immediately, to stop the use of the bank's trademark in its marketing and to remove the trademark from its marketing material and service. If the bank terminates the agreement on account of a breach of agreement by the company, the bank has the right to inform payers of the fact that the company's agreement has been terminated.

After the agreement has been terminated, the bank will not refund any payments or fees paid to it.

#### **17 Applicable law and place of jurisdiction**

This agreement is governed by Finnish law. Any disputes will be settled at the Helsinki District Court.