

### 1. Nordea Connect Siirto service agreement and the applicable special terms and conditions

These special terms and conditions of the Nordea Connect Siirto service (hereinafter the 'Special Terms and Conditions') shall apply to the use of the Nordea Connect Service by the Customer insofar as it concerns the use of the Siirto feature or if Nordea has informed the Customer that these Special Terms and Conditions shall be applied to the Service.

These Special Terms and Conditions shall be applied together with the general terms and conditions of Corporate Cash Management services ('General Terms and Conditions'). These Special Terms and Conditions shall apply to the use of the Siirto service by the Customer through the Nordea Connect service.

The Siirto service (hereinafter the 'Service') will be made available to the Customer via the Nordea Connect service provided by Nordea. The Service is considered a CM Service under the General Terms and Conditions.

In addition to these terms and conditions, the Service is governed by the following currently valid documents, as applicable:

- the account terms and conditions,
- the terms and conditions of the Nordea Connect service, and
- the service description.

### 2. Main features, implementation and availability of the Service

Through the Service the Customer can receive payments both from payers who are Nordea's customers and from payers who use the service of another payment service provider in the Siirto system. Nordea can add new payment services as payment channels covered by this agreement or remove payment services from among the channels in use. The payment service providers through which payments can be received will be listed in the service description or in a separate appendix to the service description.

If the Service is used for receiving payments through another payment service provider than Nordea, this other payment service provider may set additional terms and conditions or restrictions to the service it provides. Nordea will notify the Customer of such additional terms and conditions or restrictions. The Customer undertakes to comply with the additional terms and conditions.

By starting to use the Service, the Customer consents explicitly to the use of its information (including personal data) in the provision of the Service and accepts that Nordea is entitled to receive payments through other payment service providers on behalf of the Customer.

The Service may not be used for receiving payments on behalf or in the name of another person. The Service may not be used as a joint payment function of an online shopping mall. Each merchant participating in such a mall shall conclude a separate agreement on the implementation of the Service with Nordea.

The implementation schedule of the 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, implementation and Nordea Bank AB (publ), Finnish Branch, Satamaradankatu 5, FI-00020 NORDEA, Business Identity Code 1703218-0  
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use of their service and data systems and their maintenance. The contracting parties each shall ensure that their data systems are appropriately protected against illegal use. Nordea may interrupt the provision of the Service for maintenance or updating, or if it is required in order to protect the security of the customers, Nordea or another payment service provider. The Customer is responsible for updating its own systems and for ensuring that its systems are compatible with the technical requirements of the Service.

Nordea does not guarantee uninterrupted access to the Service. Nordea is not liable for disturbances in the Service if they result from a disturbance in data communications or some other factor attributable to a third party.

Nordea shall deliver the Service in accordance with the currently valid service description. The Customer is responsible for updating its own systems and for ensuring that its systems are always compatible with the technical requirements of the Service.

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

Other payment service providers than Nordea, such as other banks, are not considered to be Nordea's subcontractors. Nordea is liable for crediting the funds based on a payment executed by another payment service provider to the Customer after such funds have been transferred to Nordea's possession.

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

During the validity of the agreement on the Service, the Customer is entitled to use the Nordea Connect Siirto payment trademark in connection with its 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 Service is terminated, and the Customer agrees to immediately remove the trademark from its 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 Service. The Customer undertakes to comply with such terms and conditions and instructions.

### 4. Payment types

There are three types of Nordea Connect Siirto payments: payments, refunds, Nordea Connect merchant payments.

- **Payment:** A payment made by a user registered in the Siirto register using the Siirto system. The payer may be a customer other than Nordea's customer.
- **Refund:** A refund of a payment made to the account of the Siirto user that had made the payment in accordance with the service description. A refund may not exceed the original payment amount.

**Nordea Connect Merchant payment:** A payment made to a Siirto user which is executed immediately to Nordea's account and cannot be cancelled. Nordea will settle this transaction to Merchant as described in Nordea Connect Service Description. Nordea may set daily limitations on merchant payments or limit their number.

All Siirto payments can be made between all the banks belonging to the Siirto system ([www.siirto.fi](http://www.siirto.fi)).

## **5. Terms and conditions concerning the Customer's service**

The Customer undertakes to provide and market its services conforming to the legislation, decrees and orders issued by authorities, as well as in accordance with generally accepted practice and within reason. In its marketing, the Customer shall ensure that the services and responsibilities of the Customer, Nordea or another service can be clearly distinguished.

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

Nordea shall intermediate the payments addressed to the Customer to the account stated by the Customer in accordance with these Special Terms and Conditions and the service description. As regards the data provided for a payment transaction, the Customer is responsible for the correctness of the data, for the reason and amount of the payment being undisputed as well as for providing the invoicing details to the buyer. The refund period of incoming payments is stated in the service description.

Nordea shall provide the payment transaction data to the Customer primarily via the Nordea Connect service. The payment transaction data shall also be delivered in accordance with the terms and conditions governing the account linked to the Service.

The contents of all payments intermediated by Nordea to the Customer's account as well as their dispatch and receipt times are authenticated from Nordea's data systems or from printouts obtained from them.

## **7. Identification of payers**

Nordea shall identify its customers making payments through Nordea in accordance with the agreement concluded with the payer. As regards payments made through other payment service providers, Nordea is not responsible for identifying 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 business or bank secrecy, the information about the implementation of the 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 third parties and third parties have no means to acquire the information. Notwithstanding the bank secrecy regulations, Nordea is permitted 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 Service for any other purpose than receiving or refunding payments. 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 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 to inform**

The Customer shall name a contact person to whom Nordea can address the notifications regarding the Service, service prices, agreement terms and conditions etc. and any queries about the payments.

The Customer undertakes to inform 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 General Terms and Conditions, the Customer has the right to seek out-of-court dispute resolution as follows:

If a dispute related to the agreement cannot be resolved in negotiations between the parties, small companies may turn to the Finnish Financial Ombudsman Bureau (FINE) ([www.fine.fi](http://www.fine.fi)), which provides independent advice and guidance for 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](http://www.fine.fi).