

# OP Corporate Gold Card Management Terms and Conditions

(2/2019)

## 1. INTRODUCTION

OP Corporate Gold Card Management is an online service used for the administration of Cards and Accounts. Card Management includes the following services:

- a. View Cards and Accounts
- b. Apply for Cards
- c. Reconciliation of payments, invoices and transactions
- d. Administration of Cards and Accounts

## 2. PARTIES TO THE AGREEMENT

The parties of this Agreement are the Card Issuer and the Company. This agreement consists of the Company's application for access to OP Corporate Gold Card Management, these OP Corporate Gold Card Management terms and conditions, the pricelist and the approval of the application by the Card Issuer. All these together are referred to as the "Agreement".

## 3. DEFINITIONS

### *Account(s)*

Refers to an account issued by the Card Issuer to which one or more Cards can be connected.

### *Administrator(s)*

The individual(s) at the Company who are authorized to administer the Company's Cards and Accounts. An administrator is appointed by the Company, and is responsible for Card Management within the Company and will be the contact person to whom the Card Issuer sends information regarding Card Management. The Administrator is able to access all services that the Company has been granted access to and has immediate access to all Cards and Accounts connected to the Company in Card Management.

### *Card*

Card refers to OP Corporate Gold corporate cards. The card is a physical card intended to pay for corporate expenses.

### *Cardholder*

Cardholder refers to the person in whose name the Card has been issued.

### *Card Issuer*

SEB Kort Bank AB, Helsinki branch (1597729-5)

### *Card Management*

OP Corporate Gold Card Management is an online service that enables the Company to administer Cards and Accounts.

### *Company*

The legal person that has applied for and been granted the right to use Card Management.

### *Login credentials*

The Temporary password and User ID as defined in this Agreement.

### *OP Corporate Gold terms and conditions*

The OP Corporate Gold terms and conditions for cards as defined by the Card Issuer.

### *Temporary password*

An eight-digit OTP (One-Time-Password) that is sent to the mobile number of the Administrator registered into the system of the Card Issuer.

### *User ID*

A six-digit personal code that enables the Administrator to log in to Card Management. The code is sent to the Administrator by e-mail after the Card Issuer has registered the Administrator with the appropriate authorizations.

## 4. INTRODUCTORY PROVISIONS

The Company is responsible for payments according to this Agreement. The Company is also responsible to ensure that all Administrators are aware of and comply with this Agreement and applicable instructions given by the Card Issuer at given time.

## 5. APPOINTMENT OF AN ADMINISTRATOR

A Company applying for Card Management must nominate at least one Administrator with special responsibility for Card Management within the Company. The Company provides necessary information, such as the name, personal identity number, e-mail address and mobile number of the appointed Administrator. The Administrator may use all the features of

Card Management, and has immediate access to all Cards and Accounts and Accounts attached to the Company in the Card Management service. The Administrators' appointment is not limited to actions within Card Management but covers also the administration of the same Cards and Accounts in general, e.g. by using paper applications. The Company shall ensure that there is always at least one Administrator. If the Company wishes to change Administrator, the Company must inform the Card Issuer in writing. The Company is responsible for updating the information regarding the Administrator when the Administrator leaves his/her position in the Company or the Administrator, for some other reason determined by the Company, no longer has the right to use Card Management. The Company can apply for rights for use for one or more Administrators.

## 6. VIEW CARDS AND ACCOUNTS

Card Management provides a real time overview of the Cards and Accounts of the Company. The Company may view Card and Accounts and Cardholder information and also download lists of Cardholders.

## 7. APPLY FOR CARDS

The Company can apply for Cards via Card Management. For security reasons, the possibilities of the Administrators to choose the address to which the Card and PIN code are sent are limited. Due to security reasons, the Card Issuer also reserves the right to set limitations on the number of Card applications the Administrator can issue via Card Management during a given time interval.

## 8. RECONCILIATION OF PAYMENTS, INVOICES AND TRANSACTIONS

Administrators can perform the following actions via the Card Management service:

- 1) View invoices pertaining to all the Company's Cards and Accounts;
- 2) View individual transaction data for an invoice;
- 3) View the transactions awaiting invoicing booked after the most recent invoicing date;
- 4) View payments, interests, fees for late payments and other fees on overdue payments.

## 9. ADMINISTRATION OF CARDS AND ACCOUNTS

Card Management provides the possibility for the Company to close Cards, reorder Cards and reorder PIN codes.

## 10. SECURITY REQUIREMENTS

In order to access Card Management, the Administrator shall log in with the User ID and the Temporary password send to the registered mobile number.

## 11. CONDITIONS OF USE AND CONFIDENTIALITY

Information on the Card Management Login credentials shall not be given to or used by any third parties. The Card Management Login credentials and/or other information linked to Card Management are considered a valuable document, which must be stored and handled securely so that third parties cannot use this information. Card Management may not be used in contravention with applicable law. The Card Issuer is governed by rules of confidentiality. The Company undertakes to manage and handle personal information in Card Management according to applicable legislation.

## 12. COMPANY'S OBLIGATIONS AND LIABILITIES

The Company shall be obliged:

- to destroy the previously received Card Management Login credentials, if any, after receiving new Card Management Login credentials.
- to not give Card information to unauthorized persons.
- to only make a note of a personal code in such a way that a third party will not suspect that the note refers a personal code.
- to comply with the provisions concerning the use of Card Management according to the Agreement.

- to upon misuse or attempted intrusion from outside parties assist the Card Issuer in any investigation to gather information as to how such an event was possible.
- to ensure that Cardholders receive information on the OP Corporate Gold terms and conditions.

The Company shall be liable towards the Card Issuer for damages occurring through negligent use of Card Management, also including liability to the Card Issuer in the event of illegal intrusion through so-called hacking of the Company's network whereby outside parties can gain access to Card Management and thereby cause damages to the Card Issuer.

The Company shall be liable for any acts or omissions of its employees related to the use of Card Management and for acts of an authorized party respectively as for the acts of its employees using Card Management.

### **13. CARD ISSUER'S RIGHT TO UPDATE AND BLOCK CARD MANAGEMENT**

The Card Issuer reserves the right to block Card Management for any of the following reasons:

- 1) if the secure use of Card Management could be compromised e.g. for technical reasons,
- 2) if unauthorized or fraudulent use of Card Management is suspected.

Where appropriate, the Card Issuer shall inform the Company that Card Management has been blocked and of the reasons for this. The Card Issuer also reserves the right to update and modify Card Management on an on-going basis. The Company shall be given advance notice in the event of major changes. Minor changes and updates will be implemented without special notification.

### **14. REPORTING OF LOSS**

Loss of the Login credentials or unauthorized use of Card Management shall be reported immediately upon detection.

The Card Issuer shall be notified by telephone:

Finland: 08 0015 5777 (abroad: +358 8 0015 5777).

The Company shall report the loss of Login credentials or risk of unauthorized use of Card Management to the police as soon as possible.

### **15. FORCE MAJEURE**

In relation to this Agreement, the Card Issuer is not liable in cases of unusual or unpredictable circumstances over which the Card Issuer has no control and the consequences of which would have been impossible for the Card Issuer to prevent, despite all its efforts. Nor is the Card Issuer liable when the Card Issuer acts in accordance with applicable laws.

### **16. OTHER EVENTS**

Losses that arise in other cases shall not be reimbursed by the Card Issuer if the Card Issuer has exercised normal due care and attention. Nor shall the Card Issuer be liable for indirect losses unless the loss has been caused willfully or through the Card Issuer's gross negligence.

### **17. PRICE AND FEES**

Prices and fees for the use of Card Management shall be payable as specified in the pricelist or as separately agreed. The Company agrees to the payment method specified by the Card Issuer.

### **18. INFORMATION ABOUT THE AGREEMENT**

During the term of the Agreement, the Company shall be entitled, upon request, to receive a copy of this Agreement by e-mail, post or another durable medium.

### **19. COMMUNICATION AND MESSAGES**

If there are differences between the different language versions of the Agreement, the Finnish version shall prevail. The Card Issuer will send information and messages in accordance with this Agreement by e-mail to the Company through the Administrator(s). Any information or message sent

to the Administrators shall be deemed to have reached the Company. The Card Issuer also reserves the right to provide the Company with information via other electronic communication channels e.g. via Card Management, by e-mail, SMS, or in writing by post. Message that are sent by e-mail or SMS or Card Management or any other form of electronic communication shall be deemed to have reached the Company no later than the next working day if the message is sent to an address or number that the Company has provided to the Card Issuer.

### **20. ADMENDMENT OF THE TERMS AND CONDITIONS AND PRICES**

The Card Issuer shall be entitled to amend the terms and conditions and prices for Card Management, and to introduce new fees and charges with effect one month after the Company is notified of the amendment/introduction in accordance with section 19 ("Communication and messages"). Amendments to the benefit of the Company may be implemented with immediate effect. If the Company does not accept the amendments; the Company shall be entitled to terminate the Agreement before the day on which the amendments are due to take effect. If no notice of termination is given, the Company shall be deemed to have accepted the amendments.

### **21. TERM OF THE AGREEMENT AND TERMINATION OF THE AGREEMENT**

The Card Management Agreement is entered into on the day on which the Card Issuer approves the Company's application for Card Management and notifies the Company through the Administrator(s) of this accordingly. The Agreement is entered into for an indefinite period. Either party may terminate the Agreement for any reason, subject to giving one month's notice. The Company and the Card Issuer may also terminate the Agreement with immediate effect if the other party has committed a material breach of the Agreement. The Card Issuer will have the right to terminate the Agreement with immediate effect if the Company ceases to make payments, is declared bankrupt, initiates negotiations with the aim of making a composition with creditors or enters into liquidation. When the Agreement is terminated, the right to use Card Management shall cease simultaneously. Login credentials shall then be destroyed as soon as possible. The Card Issuer may at its discretion and against a separate fee grant the Company extended access to Card Management after the termination of the main Agreement in order to reconcile invoices and transactions etc.

### **22. INTERPRETATION AND DISPUTE RESOLUTION**

This Agreement is interpreted and governed by the laws of Finland. Any disputes arising from this Agreement shall be resolved by the District Court of Helsinki, Finland. The Card Issuer reserves the right to initiate legal proceedings at a court in another country if the Company is incorporated there or have assets in that country.

### **23. TRANSFER OF RIGHTS AND/OR OBLIGATIONS**

The Card Issuer shall be entitled to transfer to another party this Agreement and all or parts of its rights and obligations in accordance with this Agreement without the Company's prior consent. The Card Issuer's consent is required if the Company wishes to transfer its obligations or rights under this Agreement to another party.

### **24. HANDLING OF PERSONAL INFORMATION**

The Card issuer collects and processes personal data in accordance with applicable law and with the applicable OP Corporate Gold terms and conditions. Collection and processing of personal data is necessary to fulfil the Agreement. Information about the data subjects' rights and a more detailed description regarding how the Card Issuer collects processes and transfers personal data and information about automated decisions, profiling and marketing can be found on the website.