

Pohjola Insurance Ltd eservices for companies

Terms and conditions of the Agreement
Effective as of 1 April 2020

1 Overview

The Pohjola Insurance eServices for companies is an electronic service package for authenticated customers and may include services provided by Pohjola Insurance Ltd, other companies and entities belonging to OP Financial Group and third parties, the use of which is possible under this Agreement (eServices). OP Financial Group refers to OP Cooperative, its subsidiary companies and entities and their subsidiary companies and entities, Cooperative member banks and their subsidiary companies and entities, OVV Insurance Ltd, OP Cooperative Pension Foundation, OP Cooperative Pension Fund and other existing and future companies, entities and foundations in which one or some of the aforementioned organisations exercise control.

The services included in this contract are available to all corporate customers with a domicile in Finland.

The eServices and the services it contains are available in Finnish.

2 Parties

The eInsurance Services are organised and maintained by Pohjola Insurance Ltd (Pohjola Insurance), and Pohjola Insurance and other OP Financial Group companies and entities provide services offered via the eInsurance Services. The party which maintains and the companies which provide the services are hereinafter referred to as the Service Provider.

The website www.op.fi has more information on service providers.

The parties entitled to conclude an eServices Agreement with Pohjola Insurance are companies or entities with a domicile in Finland (Customers) and a valid insurance contract that contains an entitlement to the online service, or a Customer to whom Pohjola Insurance has granted access rights to the eServices for a special reason. If the Customer acts as the representative of another corporate customer of Pohjola Insurance, at least the party authorising the representation must have a valid insurance contract referred to above.

With respect to services provided under this Agreement, each Service Provider company and entity is liable for the online services they provide.

3 Terms and conditions of agreement

These terms and conditions shall apply to the online services specified in this Agreement concluded between the Customer and the Service Provider. The terms and conditions are binding on the Customer from the moment the contract is approved with the signatures of persons entitled to sign for the company or with the signatures of persons with other appropriate authorizations or their electronic identifiers. The terms and conditions valid at any given time are accessible via eServices.

Agreements and services provided and used for the eServices are primarily governed by the terms and conditions of the agreements and services in question and secondarily by these terms and conditions.

4 Content of the eservices

The eServices may include electronic transaction and other services, such as phone services.

The services are available via a computer, phone or any other suitable device, to the extent that the Service Provider offers for each service. The range of services provided through the various equipment may differ in content and functions both from each other and from the services provided by some other means.

The current content and scope of the services are described in the service descriptions. The service descriptions valid at any given time are available in the eServices.

The Service Provider reserves the right to change the range, extent and content of the services by reporting the

Please take special note of the exclusion clauses in italics

change in eServices no later than fourteen (14) days before the change takes effect.

5 Third party services

Services provided by third parties (such as services by Ilmarinen Mutual Pension Insurance Company) and various information services may also be provided in or mediated by the eServices. A foreign company or entity may also act as a third party.

Services by third parties are offered and transmitted on an "as is" basis and without commitment. Pohjola Insurance is not liable for the content, availability or performance of the information or service produced, provided or published by a third party or for any loss that may arise from their use. Pohjola Insurance will not be party to any agreement between the Customer and a third party and accepts no responsibility as regards the fulfilment of these agreements and their terms.

6 Service identifiers

The administrator authorised by the Customer for the purpose of using the eServices and other users assigned by the administrator must have personal banking credentials or other identifiers approved by the Service Provider. The use of identifiers is equivalent to the procedure of verifying the identity of the person acting on behalf of the Customer from a personal identification document issued by authorities.

The Service Provider identifies administrators and users assigned by them in the eServices by means of the identifiers referred to in this section. The Service Provider has the right to change the system of identifiers over to another system, including the use of identifiers issued by Pohjola Insurance, by notifying the Customer thereof well in advance.

7 Access rights

The Customer appoints a principal user at the time of signing this eServices Agreement. The Customer is entitled to change the principal user during the validity period of the contract. The Customer's representatives referred to in clause 3 must notify Pohjola Insurance of any changes in administrator in writing.

The Customer accepts that the eServices administrator has the right to appoint and remove users of the eServices, and that the administrator can appoint him/herself as a user. The Customer accepts that the administrator and users appointed by the administrator have a right to perform legal acts that are binding on the Customer.

The administrator or other person authorised by the Customer must verify the identity of users by means of a personal identification document issued by the authorities before granting access to the eServices.

The Customer is obligated to document and retain a list of administrators and users, including personal identity codes and the document used for identity verification, for the period of time specified in law. Upon request, these details

must be disclosed to Pohjola Insurance and to the Finnish Financial Supervision Authority by virtue of its right to supervision and right to obtain information.

8 Liability in the use of identification details and the eservices

The Customer accepts liability for ensuring that identifiers used in the eServices are not disclosed to unauthorised parties. Should identifiers be used illegally in the eServices or the Customer have reason to suspect that they have fallen into the hands of an unauthorised party, Pohjola Insurance must be notified immediately.

The Customer accepts that the person processing users' identifier data has access rights to the eServices and the right to conclude legal acts binding to the Customer with the Service Provider.

The Customer is liable for all acts and communications supplied or submitted using the users' identifier data, until such time as the Customer has not revoked access rights or appropriately requested cancellation of the access rights, or the right has been cancelled by Pohjola Insurance.

The Customer may act on behalf of another customer of Pohjola Insurance and manage the other customer's agreements in the Customer's own eServices. Pohjola Insurance shall issue the Customer with access rights to the other corporate customer's data to the extent enabled by such authorisation given by the other customer.

The authorising party shall be held liable for all transactions and messages performed or sent on the basis of the authorisation, as long as authorisation has not been duly revoked.

The user accepts and confirms all transactions executed in the eServices, such as agreements, orders or messages, in a manner as required on the services at the time, using the aforementioned identifiers. Their use is equivalent to the Customer's or Customer's representatives written signature, and all transactions carried out using identifiers are binding on the Customer.

9 Software, hardware and telecommunications

The Customer is responsible for having the hardware, software and data communication connections required by the online service. The Customer is responsible for their security, performance and compatibility with the services and for their maintenance, operating and data communications costs. The Service Provider does not guarantee that the Customer's own equipment can be used for the services.

The Service Provider will not accept liability for any loss caused to the Customer in respect of flawed or lost information on a public data network or on a network owned, managed or used by the Customer under the agreement.

Nor is the Service Provider liable for any loss incurred by the Customer due to materialised information security risks.

The Service Provider reserves the right to change hardware and software specifications or other service functions by notifying the Customer thereof in the eServices or on the Pohjola Insurance website, no later than fourteen (14) days before the said change is to come into effect.

10 Service charges and fees

If a Customer uses the eServices to access a contract or service which entails a transaction or some other fee specified in the terms of contract, a price list or elsewhere, the Customer shall be charged a fee, unless a valid service description specifies that the transaction is free. Charges and fees related to eServices may vary in amount from the charges and fees for services provided in other ways.

11 Service hours

The eServices are available on a 24/7 basis, excluding downtime due to servicing, updating, maintenance, disruptions and other similar reasons. The Service Provider does not guarantee the Customer uninterrupted access to the services, and is not liable for any loss that may arise from a breakdown or downtime. Whenever necessary, the Service Provider may restrict the service hours by notifying the Customer thereof in the eServices or on the Pohjola Insurance website.

The Service Provider allows a reasonable amount of time for the execution of transactions requested by the Customer, taking account of what the terms and conditions of the agreement or service in question stipulate. The Service Provider does not guarantee that orders other messages will be processed in the manner or within the time specified by the Customer in his/her message, nor is the Service Provider liable for any loss that this may cause to the Customer.

12 Right to suspend the service

The Service Provider reserves the right to cancel the Customer's access right to the eServices and refuse from completing or processing the Customer's orders or applications, if

- the Customer's hardware, software or data communications present a risk to the security of the service or the protection of data security otherwise so requires;
- there is reason to suspect that the service is being used in a way that might prove harmful to the parties or a third party;
- the Customer does not comply with these terms and conditions;
- the Customer has reported unlawful use of identifiers in the Service or they may be presumed to have fallen into the hands of an unauthorised party;
- the other customer has cancelled the authorisation given to the Customer;
- it is deemed necessary for commercial reasons, a force majeure event or some other weighty reason beyond the control of the Service Provider.

The Service Provider is not liable for any loss caused to the Customer due to the suspension of the service.

13 Liability for information provided and authentication of data

The Customer is responsible for the authenticity of the information it provides in the eServices when using user identifiers. The Service Provider processes transactions on the basis of the information provided and is under no obligation to check or complement the information. However, should the information provided by the Customer be found to be incorrect or incomplete or the information is destroyed, the Customer shall provide new information upon request. The Customer is responsible for sent information and assignments until such time as the Service Provider has provided acknowledgement of receiving the information.

The Service Provider shall not be held liable for any loss caused to the Customer as a result of errors or defects in the information provided while using users' identifiers.

The Service Provider has the right to electronically store and archive any information related to the agreements and orders made by the Customer, messages sent and other transactions executed by the Customer on the services. Pohjola Insurance has the right to record customer calls in the manner described in the customer data file description.

The Service Provider and its employees are bound by an obligation of secrecy with respect to customer data, in accordance with the Insurance Companies Act and the Act on Credit Institutions.

The Service Provider has the right to electronically deliver any messages, replies, notifications and documents related to the Customer to the Customer's eServices. These are considered to have been brought to the Customer's attention on the seventh (7) day of the day during which they arrived at the latest in the Customer's eServices.

Information presented through eServices cannot be regarded as an offer, solicitation, commitment or other expression binding on the Service Provider unless otherwise separately or expressly agreed.

14 Limitation of the service provider's liability

In addition to what has been stipulated elsewhere herein on the Service Provider's limitation of liability, the following shall apply:

- The Service Provider is not liable for any indirect or consequential loss caused to the Customer,
- The Service Provider is not liable for any loss caused by force majeure or an unreasonable impairment of its operations resulting from a similar cause. Such a force majeure event may include action taken by an authority, a breakdown in electronic communications or electricity supply beyond the Service Provider's control, or industrial action,

- The Customer is not entitled to compensation due to cancellation, dissolution or other termination of this Agreement or to a breakdown or interruption in a user connection.

15 Complaints and claims regarding the service

The Customer should file any complaints about the services or the execution of a transaction in writing or by sending a message to Pohjola Insurance via the eServices without delay, and no later than one (1) month of the date when the Customer detected or should have detected the grounds for the complaint. If the complaint is not filed within this time, OP Insurance deems that the Customer has accepted the transaction.

The Customer shall present to Pohjola Insurance any claims arising from an error due to the Service Provider in writing or by sending a message with sufficiently detailed information via eServices as soon as the loss is discovered, but no later than two (2) months of the date when the Customer discovered or could have discovered the loss.

Complaints and claims for compensation to Pohjola Insurance or other company or entity belonging to OP Financial Group must be presented directly to the company or entity providing the service in question.

Complaints and claims related to third parties must be presented directly to the third party in question.

16 Pohjola Insurance's right to amend the agreement terms and conditions

Pohjola Insurance has the right to amend the terms and conditions of this Agreement by notifying the Customer thereof in the eServices no later than two (2) months before such amendment takes effect.

The amended terms shall also apply to agreements concluded before the amendments took effect. Should the Customer not accept the amended terms and conditions, written notice of termination of this Agreement must be given before the amendment takes effect.

The Customer is deemed to have accepted the change when Pohjola has reported the change in the above-mentioned manner and the Customer continues to use the eServices after the amendment has come into effect.

17 Validity, termination and transfer of the agreement

This Agreement shall come into effect and the Customer's access right shall begin after Pohjola Insurance has received and accepted the Customer's signed contract. Pohjola Insurance reserves a reasonable time for the implementation of the eServices.

This Agreement is valid until further notice.

The Customer may cancel this Agreement without a period of notice. Pohjola Insurance reserves a reasonable time to cancel the right of access. Pohjola Insurance may terminate this Agreement with one (1) month's notice. Such termination must be performed in writing or by sending a message via eServices.

If the Customer takes up permanent residence abroad or is placed in liquidation or bankruptcy, or is in the process of being restructured, or if the Customer neglects his payments or the Customer's property is under an attachment, distraint or similar enforcement order, this contract and the Customer's right to use the service shall terminate without notice of termination.

This contract and the Customer's access rights shall also terminate without notice if the Customer has not used the eServices for two (2) years and no longer has valid insurance contracts in the eServices. Pohjola Insurance also has the right to cancel this Agreement if the service has been suspended due to a reason attributable to the Customer's conduct, such as misuse of the service, or the Customer is otherwise in material breach of the terms and conditions of this Agreement. Such cancellation will terminate the Agreement with immediate effect.

Pohjola Insurance will see to completion those assignments that the Customer has placed via the eServices during the validity of this Agreement unless they are cancelled separately in accordance with the terms and conditions of each service.

The Customer has no right to assign this Agreement to a third party. Pohjola Insurance has the right to transfer this Agreement to an OP Financial Group company or entity.

18 Rights relating to the service

The proprietary right, copyrights, trademarks and other intellectual property rights relating to the eServices belong to Pohjola Insurance or a company or entity belonging to OP Financial Group or a third party.

The Customer may save and print out material from the eServices for personal use only. The copying, distribution and alteration of material, linking to websites and all commercial exploitation or publication without specific prior written authorisation from Pohjola Insurance or any other holder of the rights are likewise prohibited.

19 Applicable law and settlement of disputes

This Agreement shall be governed by Finnish law. Any disputes arising from this Agreement will be resolved in Helsinki District Court.

Pohjola Insurance Ltd, Business ID 1458359-3

Helsinki, Gebhardinaukio 1, 00013 OP

Domicile: Helsinki, main line of business: insurance

Regulatory authority: Financial Supervisory Authority, finanssivalvonta.fi/en

