

TERMS AND CONDITIONS OF THE WEB PAYMENT SERVICE

(Effective 31 December 2017)

1. Area of application

The parties of this Agreement are Danske Bank A/S, Finland Branch (hereinafter “the Bank”) and a company or corporation who is a customer of the Bank (hereinafter “Service Provider”).

Based on this Agreement, the Service Provider can implement the Bank’s Web Payment Service (hereinafter “Web Payment Service”), in which a person (hereinafter “payer”) who makes a business transaction in the Service Provider’s Web payment service (hereinafter “portal”), can effect the payment relating to the transaction made in the Service Provider’s portal using the different methods of payment specified in this Agreement. The payer can be a natural person or a user appointed by the company or corporation (hereinafter “legal Entity”) who, based on the Agreement between the legal Entity and the Bank, represents the company in the Bank’s Web Payment Service.

2. Preconditions for using the payment methods

2.1. General preconditions

A precondition for the use of the service is that the payer has access to service keys given by the Bank, or other identification data accepted by the Bank (hereinafter “password”).

2.2 Preconditions for account transfers

A precondition for an account transfer is that the Service Provider and the payer hold an account with the Bank. The Bank will debit the payer’s account with the payment amount and credit the Service Provider’s account with the same amount. The General Terms and Conditions of payment transfers shall apply to the transfer of payments.

3. The Bank’s responsibilities

The Bank

- shall identify the payer on behalf of the Service Provider, and
- shall transfer to the Service Provider the payments in the account transfer orders given by the payer.

The Bank is liable to ensure that the payment methods in point 2 are available to the payer in the Web Payment Service and to ensure that the Bank shall transfer the payments or debiting data accepted by the payer as described in point 2.2 above.

The Bank is liable to identify the payer and the Service Provider.

The Bank is liable to prevent the use of the passwords of the payer and/or of the Service Provider when the payer and/or the Service Provider has notified the Bank hereof, and when the Bank has had reasonable time to input the information into its systems. The Bank is liable to store the passwords in its possession in a way that prevents them from coming to the cognizance of a third party.

The Bank is not responsible if payment information sent by the Service Provider does not reach the Bank’s system, or if a confirmation sent by the Bank does not reach the company’s system.

It is the Service Provider’s obligation that a link from the portal to the Web Payment Service can be viewed and used by the customers in the portal so that the customers have a possibility of linking on to the Web Payment Service through the link.

The Service Provider is responsible for the protection and secrecy of the telecommunication link used for transferring payment material, including the related encryption and identifying method, in the way required by the Bank.

4. Information produced and given by the Service Provider

4.1 Information produced and given by the Service Provider

The Service Provider is responsible for the production of debiting and invoicing data related to transactions made by the payer in the portal, for the correctness and sufficiency of this data, for other contents of the invoices and for handling complaints related to them.

The Service Provider is responsible for the correctness of the data it has sent to the Bank and for sufficient debiting and invoicing data for effecting the payment related to the purchase to be transferred to the Web Payment Service when the payer links on to it through a link. The data contents and technical implementation of the material to be transferred is specified on the Bank's Web site www.danskebank.fi/verkkomaksu.

4.2 Requirements regarding the Service Provider's Web site

The following must as a minimum be stated clearly and unambiguously on the Service Provider's Web site:

- The Service Provider's name, address and business ID
- Phone number and/or e-mail address of the Service Provider's contact person.
- Description of the goods and services available (including prices, fees, taxes and duties).
- Notice that the payer can use the Bank's Web Payment Service
- Logo or icon for the Bank's Web Payment Service supplied by the Bank. See the "Guidelines for the use of logos for the Bank's Web Payment Service on the Bank's Web site. On the termination of this agreement, the logos for the Bank's Web Payment Service must be removed from the Service Provider's Web site.

Before a payer accepts the payment transaction in connection with a purchase, the following information, as a minimum, must be displayed on the screen:

- clear description and price of the individual goods or services ordered by the payer
- the total amount payable by the payer (including specification of any taxes and duties, mailing fees and other fees)
- that payment is made through the use of the Bank's Web Payment Service
- that payment is made in Euros
- expected delivery date
- terms of delivery, including rules governing the consumer's right to return goods, and also
- whether the payer must bear the cost of returning the goods
- the name of the party receiving the goods
- delivery address, which may not be a post office box.

4.3 Receipt

When the payment transaction has been carried out, the Service Provider must create an electronic receipt that payers may print for their own use.

This receipt must contain at least the following information:

- name and address of the Service Provider
- description of the services ordered
- order number
- transaction date
- transaction currency (EURO)
- transaction amount, including VAT
- transaction number
- delivery date
- notification that the payment transaction has been carried out.

The total amount may not exceed the amount that the payer has accepted upon placing the order.

On delivering the service, the Service Provider must inform the payer clearly on the receipt of any statutory and/or agreed upon right to cancel the purchase of the goods, including the terms of and procedure for the use of this right.

At the same time, the payer must be informed of a physical address to which the payer can send a complaint, as well as information on the terms applying to a warranty agreement and repair and maintenance services.

4.4 Usage and handling of identification data

The Service Provider is liable to handle and store reliably the merchant passwords in its possession and the material it has received from the use of the Web Payment Service in a way preventing them to come to the cognizance of a third party. If a merchant service key or password has been lost or has come to the cognizance of a third party, or if the Service Provider has reason to suspect that they have come to the cognizance of a third party and the Service Provider has not informed the Bank hereof, the Bank is not responsible for any damage incurred by the unlawful use of the service key and/or password.

The Service Provider is allowed to use the information received through the Web Payment Service only to the extent that is necessary for lawful duties in connection with auditing, or in connection with risk management relating to the transaction.

The Service Provider must not create its own passwords based on with those of the Bank using the Web Payment Service. Unless otherwise agreed in writing, the Service Provider must not act as a marketplace, nor must it transfer payments on behalf or in the name of

other Service Providers in the marketplace or in any other way resell the Web Payment Service.

5. Release of cooperation

The Bank has the right but not the obligation to use the Service Provider as a reference and to mention in its marketing material a Service Provider using its Web Payment Service.

6. Confidentiality of information

The Service Provider is aware that any information transferred to the Service Provider in the Web Payment Service is subordinated bank secrecy.

The Bank shall not surrender any information concerning the payer's banking affairs to the Service Provider without authorization of the payer. The Service Provider shall not surrender specified information regarding the payer's purchase to the Bank.

7. Immaterial rights

During the validity of this Agreement, the Service Provider shall use the name "Danske Bank's Web Payment" of the Web Payment Service according to the instructions of Bank, and the Bank logo in connection with the "Web Payment" key. The logo is available on the Bank's Web site www.danskebank.fi/verkkopalvelu/logo.gif

With this Agreement the parties to the Agreement do not transfer any rights of trademarks, products, names, brands or other immaterial rights to the other party.

8. Mutual responsibilities of the parties

The parties to this Agreement are responsible for the hardware, software, software and data security updates, systems and telecommunication links within their control sphere, for their security, functionality and development, and for any costs related to their maintenance, use and development.

The parties shall be responsible for their own telecommunication costs.

The parties shall not be responsible for damages incurred by a force majeure or corresponding unreasonable hampering of the parties' activities. A force majeure such as

- war, threat of war, uprising or riot,
- a labour dispute such as a strike, lockout, boycott or blockade, even if it does not directly involve the parties,

- disturbance outside the parties' control sphere in automatic data processing, data transfer, other electronic telecommunication or availability of electricity, such as breach of electricity, cable and telecommunication services, or
 - natural disaster, pandemic, disaster or any other external threat comparable to these in terms of seriousness, which is not due to the parties,
- shall entitle the parties without penalty to terminate the offering of services as stipulated in this Agreement, for the period of the force majeure.

9. Cancellation

If the payer makes use of a statutory or agreed cancellation right by not receiving or collecting the service ordered, the Service Provider must repay the amount to the consumer. If repayment is not made within 30 days after the Service Provider has been informed of the payer's use of the cancellation right, the amount shall carry interest in accordance with the provisions of the Finnish Interest Rate Act.

10. Amending the Terms and Conditions of this Agreement

The Bank has the right to amend the Terms and Conditions of the Web Payment Service without notifying the Service Provider in advance, by publishing the amendment on Danske Bank's Web site at www.danskebank.fi/verkkomaksu, unless in consequence of the following chapter. The amendment shall become valid when it has been published on the Bank's Web site.

If an amendment of the Terms and Conditions of the Web Payment Service that is not due to a change in law or to a decision by the authorities but is made on the initiative of the Bank substantially increases the Service Provider's responsibilities or decreases its rights, The Bank shall notify the Service Provider of the amendment in advance. The amendment will become valid at the date notified by the Bank, however, no earlier than one (1) month after the notification is sent to the Service Provider.

11. Amendments of instructions for use, hardware, software and systems

The Bank has the right to amend the instructions for use of the Web Payment Service without notifying the Service Provider in advance by publishing the amendment on Danske Bank's Web site at www.danskebank.fi/verkkomaksu.

The parties have the right to change the layout of their service and make the necessary technical and functional amendments to their services, hardware, software and systems.

12. Restricting or interrupting the use of service

The parties have the right to restrict the service during necessary maintenance, repair or other corresponding work. The Bank shall notify of these measures within the Bank's control sphere, if necessary, on its Web site at www.danskebank.fi/verkkomaksu.

The parties have the right to interrupt the cooperation as determined in this Agreement if the hardware, software, systems or telecommunication links of the other party or the payer cause damage or hindrance, or otherwise risk the security and function of the service.

13. The Bank's charges and fees

Unless otherwise agreed in writing,

- the Bank has the right to debit the Service Provider with the charges and fees related to the Web Payment Service under this Agreement in accordance with the Bank's Service Price List valid at the time in question. The Service Price List is available at Bank offices and branches.
- the service charges shall be debited the Service Provider's account by calendar month in arrears by the 20th day of each month.

The Bank has the right to revise its service charges and commissions. The Bank publishes the revised service charges and commissions in its List of service charges. The revision becomes valid on the date notified by the Bank, however, no earlier than one (1) month after publication of the revision. If the revision is due to a change in legislation or directions by the authorities, the revision will, however become valid on the date notified by the bank. The List of service charges is available at the Bank's branch offices.

14. Effective date and validity of the Agreement

This Agreement will become effective on signing. The Agreement is valid until further notice.

15. Termination and cancellation of the Agreement

The parties have the right to terminate this Agreement with one (1) month's notice by notifying the other party hereof in writing, unless otherwise agreed.

The Bank has the right to block the use of the Web Payment Service and cancel this Agreement immediately if

- the Service Provider infringes the Terms and Conditions of this Agreement or the instructions for use
- the Service Provider's activities have changed due to legislation, actions or decisions by the authorities, or otherwise in a way that can weaken the Bank's reputation or credibility on the market.
- the Service Provider does not make payment in accordance with the agreement (fees, repayment amounts, etc.).
- the Service Provider is the subject of bankruptcy or other insolvency proceedings.
- the Service Provider starts negotiations for a composition with creditors.
- the Service Provider is the subject of an execution or attachment order.
- the Service Provider does not observe the legal rules on distance sales in force at any time.
- the Service Provider does not immediately pay amounts demanded in connection with claims raised against the Bank in respect of assets bought.
- the Bank receives repeated objections from consumers.
- the credit assessment of the Service Provider is not satisfactory.

The Service Provider is responsible for observing the legal rules on distance sales in force at any time, including requirements on providing information, marketing and the treatment of personal information.

If this obligation is not observed, the Bank will consider it a default of the agreement on the Bank's Web Payment Service. Please be aware that the Bank does not provide a copy of the current legal rules on distance sales and other issues.

16. Changes in the Agreement

The Service provider is required to notify the Bank in writing of any changes. If the Beneficiary's URL address changes, the company must notify the Bank by e-mail at verkkomaksu@danskebank.fi.

17. Confidentiality

The parties undertake not to disclose any of each other's business and trade secrets, such as information on financial standing and service specifications, which may come to their knowledge in connection with the operations under this Agreement. In addition, the financial terms and conditions of cooperation under this Agreement constitute business secrets.

Confidentiality shall remain in effect also after termination of the Agreement.

18. Obligation to negotiate

If circumstances following the conclusion of this Agreement change substantially due to changes in legislation, actions by the authorities or other reasons beyond the control of the contracting parties, the parties agree to negotiate in order to amend the Agreement to reflect the changed circumstances.

The parties shall endeavour to settle any ambiguities or disputes arising from this Agreement primarily through negotiations between the parties.

19. Order of application of the Terms and Conditions

Primarily the Terms and Conditions of the Web Payment Service under this Agreement shall be applied on the Bank's Web Payment Service under this Agreement, secondly, the special conditions relating to payment transfer service valid at the time in question, and subsequently Danske Bank's Terms and Conditions of electronic services.

20. Governing law and place of jurisdiction

Current Finnish law shall be applied to any disputes arising from this Agreement. If no settlement by negotiations can be reached, any disputes arising from this Agreement shall be resolved finally in the Helsinki City Court.

Two identical copies of this Agreement have been made, one for each party.