

General Terms of Contract concerning the Reception of Payment Instruments and Payment Processing

Epassi is a digital service which combines employee benefits into a comprehensive service and offers a smart and reliable way of improving employee wellbeing. The Epassi service can only be used by Service providers belonging to Epassi's merchant location network. After you have registered as an Epassi customer, we both undertake to comply with these Terms of Contract. These General Terms of Contract apply between the Service providers and Epassi as part of our contract package as a whole. More detailed instruction on the use of the Epassi services are available at <https://www.epassi.fi/en/home>.

Contents

1. DEFINITIONS.....	2
2. PAYMENT INSTRUMENT ACCEPTANCE, PAYMENT PROCESSING SERVICE AND SCOPE OF APPLICATION.....	2
3. EMPLOYEE BENEFIT PAYMENT INSTRUMENTS.....	3
4. GENERAL PAYMENT INSTRUMENTS.....	4
5. OTHER TERMS CONCERNING THE EPASSI PAYMENT INSTRUMENTS	6
6. ONLINE SERVICE	6
7. PAYMENT TRANSACTIONS AND REMITTING.....	7
8. SERVICE FEES.....	8
9. CHANGES.....	8
10. LIABILITY FOR DAMAGES	9
11. SERVICE PROVIDER IDENTIFICATION DATA	9
12. VALIDITY AND TERMINATION OF THE CONTRACT	10
13. OTHER TERMS.....	10

1. Definitions

- 1.1. **Service provider** refers to you, in other words, the seller of the services who offers services that can be paid with the Epassi Finland instruments to consumers.
- 1.2. **Epassi** refers to Epassi Finland and Epassi Clearing jointly or separately, depending on the context.
- 1.3. **Epassi Finland Oy** (hereinafter also referred to as “**Epassi Finland**”) is responsible for the processing of the employee and fringe benefit payments.
- 1.4. **Epassi Clearing Oy** (hereinafter also referred to as “**Epassi Clearing**”) is responsible for processing the employee and fringe benefit payments as well as for general payment processing services in accordance with the payment institution license. Epassi Clearing has a payment institution license pursuant to the Act on Payment Institutions (297/2010) granted by the Financial Supervisory Authority (The Financial Supervisory Authority, Snellmaninkatu 6, 00101 Helsinki (<https://www.finanssivalvonta.fi/en/>));
- 1.5. **Parties** refer jointly to Epassi Finland, Epassi Clearing and the Service provider.
- 1.6. **Payment instrument** refers to a personal instrument or operating method or their combination which can be used to implement payment orders.
- 1.7. **Epassi Payment instrument** refers to the Employee benefit Payment instrument, which becomes available due to deployment of the Epassi Payments systems and/or Service.
- 1.8. **Epassi Wallet** refers to the payment and/or payment processing service operations provided by Epassi Clearing and/or its Partner or jointly by them which are offered to the Employees and consumers.
- 1.9. **Employee benefit Payment instrument** refers to a targeted Payment instrument for non-taxable or tax-subsidised employee benefits or other fringe benefits for the Employees, which the Service providers accept.
- 1.10. **General Payment instrument** refers to a payment instrument that is used by consumers when using the Epassi Wallet services for payment orders, which the Service providers accept.
- 1.11. **Mobile app** refers to the mobile app, developed and owned Epassi, for the monitoring, paying and use development of the Employee’s employee benefits and general payments as well as for the other use of Epassi Wallet services.
- 1.12. **Service** refers to a service package focusing on the maintenance and management of the Employee benefit Payment instruments and Epassi Wallet offered for the Employers and Service providers online, which also includes the Online service and, for the Employees’ use, Mobile app as well as other online services offered to the Employee, intended for their technical management.
- 1.13. **Online service** refers to the Service and payment management tool offered for the Parties online (www.services.epassi.fi).
- 1.14. **Contract** refers to the contract package between the Service provider and Epassi concerning the acceptance of Payment instruments and payment processing, which is described in detail in section 2.2.
- 1.15. **Balance** refers to the right to use, which is measured in money, that is uploaded by the Employer in the Employee benefit Payment instrument.
- 1.16. **Employer** refers to an organization or a company which enables the purchase of the Service provider’s services to its Employees using the Payment instrument by deploying the Service.
- 1.17. **Employee** refers to the Employer’s Employee who uses the Epassi Payment instruments as a consumer.
- 1.18. **Partner** refers to a third party cooperating with Epassi Clearing based on a contract whose services or service functionalities are available in Epassi Wallet.
- 1.19. **Partner’s Payment instruments** refer to the other Payment instruments currently approved by Epassi for which Epassi Clearing provides mobile payment processing services.
- 1.20. **Prohibited products** refer to services and products listed in Contract’s Appendix 3, in other words, on the *Epassi Prohibited and Restricted Products List*.
- 1.21. **Epassi Marketplace** is a platform provided by Epassi through which a merchant can market and sell their own services online.

2. Payment instrument acceptance, payment processing service and scope of application

- 2.1. The Service provider and Epassi have agreed on the acceptance of the Epassi Payment instruments, Epassi Wallet and possible Partner payment instruments as a payment method for the Service provider’s goods and services and, related to

the payment processing service provided to the Service provider by Epassi Clearing, for all payments to the Service provider processed by Epassi. In terms of General Payment instruments, Epassi Clearing acts only as the payment processing service provider in relation to the Service provider.

- 2.2. The Contract between the Service provider and Epassi consists of these General Terms of Contract, currently valid Privacy Policy (available at: www.epassi.fi/privacy-policy), Service Descriptions ([Appendix 1](#) to the Contract) and currently applicable Payment Instrument Price List ([Appendix 2](#) to the Contract) and the Epassi Prohibited and Restricted Products List ([Appendix 3](#)).
- 2.3. [Appendices 1 and 2](#) are always available with updated and valid content on the Service's website at: www.services.epassi.fi.
- 2.4. The Contract between Epassi and the Service provider consists of the contract package as a whole for which the following order of precedence applies:
 1. Privacy Policy;
 2. These General Terms of Contract;
 3. Service Description; and
 4. Currently applicable Payment Instrument Price List;
 5. Epassi Prohibited and Restricted Products List.
- 2.5. These General Terms of Use have been translated into English and Swedish in order to improve their usability. In case of a conflict between the application of different language versions, the original Finnish Terms of Contract takes precedence.

3. Employee benefit Payment instruments

- 3.1. Services concerning the Employee benefit Payment instruments are described in detail in the Contract's [Appendix 1](#) Service Description.
- 3.2. The Service provider undertakes to comply with the currently valid separate payment instrument-specific instructions issued by Epassi and Tax Administration's instructions and decisions related to the Employee benefit Payment instruments, of which especially the instructions concerning the acquisition of employee and fringe benefits using targeted payment instruments and instructions on the employee benefit taxation as well as laws applicable to the Employee benefit Payment instruments, other rules and regulations when accepting the Epassi Payment instruments or using the payment processing service of Epassi Clearing.
- 3.3. The Service provider must always check the identity of the party paying with the Employee benefit Payment instrument as follows:
 - In connection with a payment made with a mobile device, the Service provider must check the payment receipt with a name presented by the payer and, if suspecting improper use, also check the identity of the payer by comparing the name on the payment receipt with the identification card presented by the payer; or
 - When the Service provider starts to charge the payment upon the Employee's request from the Employee's Balance with its own IDs, the Service provider must always check the identity of the payer by either comparing the user's name in the Service with the identification card of the payer or, alternatively, by comparing the control digits provided by the system with the control digits on the receipt. When suspecting improper use, the identity must always be checked from an identification card.
- 3.4. The Service provider must ensure that its personnel receives the required guidance and training concerning Epassi's Payment instruments and the instruction of the tax authority related to them.
 - **Epassi Lunch**
- 3.5. Epassi Lunch is a personal benefit, and it cannot be used to pay for meals for people other than the beneficiary. Epassi Lunch is solely intended for paying the meal, and it cannot be used to pay for alcohol or cigarette products, services or goods.
- 3.6. With the lunch benefit the Service provider can sell ready-made portions and meal packages, where the beneficiary, for example, builds a meal package from the products of the grocery store's service counter, a fruit and a baguette.

- 3.7. Epassi must be accepted within the restaurant's opening hours and not only at lunchtime.
 - **Epassi Contract Lunch**
- 3.8. Epassi Contract Lunch is a personal benefit, and it cannot be used to pay for meals for people other than the beneficiary. Epassi Contract Lunch is a system for organising contract lunches between the Employer and the Service provider.
- 3.9. Epassi Contract Lunch can be used to pay for contract-priced meals which have been agreed between the Employer and Service provider in advance.
 - **Epassi Sport and Culture**
- 3.10. Epassi Sport is a personal benefit, and it cannot be used to pay for exercise services for people other than the beneficiary.
- 3.11. It is not possible to pay for non-personalised multi tickets, goods, massage or treatment services with Epassi Sport.
- 3.12. Epassi Culture is a personal benefit, and it cannot be used to pay for culture and exercise services for people other than the beneficiary.
- 3.13. It is not possible to pay for non-personalised multi tickets, goods or treatment services with Epassi Culture.
- 3.14. Epassi Sport and Epassi Culture can only be used to pay membership or entrance fees that entitle one to the use of the services.
 - **Epassi Commuting**
- 3.15. Epassi Commuting is a personal benefit, and it cannot be used to pay for the travel card or other public transport tickets approved by the tax authority for people other than the beneficiary.
- 3.16. The benefit can be used to top up value or buy a season pass to a personal travel card or pay other tax-approved public transport charges.
- 3.17. One-time tickets can also be paid if your service provider has added Epassi as a payment method in your application or web service.
 - **Epassi Wellbeing**
- 3.18. Epassi Wellbeing can be used to pay for massage, health care and wellbeing services defined for each Employee by the Employer. The Service provider must ensure that the offered service is related to the Employer's occupational health care for the said Employee.
- 3.19. If the Service provider has signed a separate valid contract on the provision of the services with the Employer, the Service provider must comply with the service descriptions agreed in the said contract also in terms of the payments made with Epassi Wellbeing.
- 3.20. If the Service provider has not signed a separate contract on the provision of the services with the Employer, a contract on the use of the services in accordance with the Employer's choice will be established between the Service provider and Employers who have joined the Epassi Wellbeing service in Epassi's network in accordance with the service restrictions defined in the Employer's remittance. The service restrictions and validity of the contract are available to the Service provider in connection with the payment transaction in the Service.
 - **Epassi ErgoSafe**
- 3.21. Epassi ErgoSafe can be used to pay for Employees' tools and equipment which have been separately agreed between the Employer and the Service provider. The Employer can also acquire ergonomic products for the workstation for the Employees and lend them to the employees, for example, when remote working.
- 3.22. The ErgoSafe benefit an employee can pay for work ergonomics products, such as tables, chairs, and workplace ergonomics products and workwear, such as work shoes, safety shoes, and other work ergonomics and safety equipment.

4. General Payment instruments

- 4.1. Services concerning the General Payment instruments are described in detail in the Contract's Appendix 1 Service Description.
- 4.2. Epassi Wallet and possible Partner's Payment instruments are offered to consumers by Epassi Clearing, which has a payment institution license pursuant to the Act on Payment Institutions (297/2010, including amendments) granted by

the Financial Supervisory Authority. All intellectual property rights of the Payment instruments are the property of the owners of the said Payment instruments.

- 4.3. The Employee can pay with Epassi Wallet in the Mobile app in the merchant locations of the Service providers who are collaborating with it once they have uploaded assets to Epassi Wallet or converted Epassi Partner's regular customer scheme points into assets in money. Only personal regular customer points can be used with Epassi Wallet.
- 4.4. Epassi Clearing provides also mobile payment processing services under other Payment instruments currently approved by Epassi, i.e. the Partner's Payment instruments (such as Alipay, WeChat and Siirto).
- 4.5. Information required by the Payment Services Act (290/2010, including amendments) is provided to the Service provider in writing in the Contract, these General Terms and its appendices at the time of signing the Contract.
- 4.6. The aforementioned information is always available to the Service provider in writing in Epassi's Online service in Finnish, Swedish or English. In order to access the Online service, the Service provider needs a functional internet connection and a terminal and/or mobile device. Upon request, the information is delivered to the Service provider in writing from Epassi's Customer service either in Finnish, Swedish or English.
- 4.7. Spending limits for the General Payment instruments are not agreed in this Contract.
- 4.8. The Service provider can withdraw its consent to launch payment orders and implement payment transactions by terminating this Contract.
- 4.9. Epassi Wallet is personal and the Mobile app user may only have one valid Epassi Contract at a time, including the Epassi Wallet terms.
 - **Epassi MyMoney**
- 4.10. When paying for the targeted employee benefit (for example, Lunch, Sport, Culture, Commuting, Wellbeing), the payer can pay for the excess share or make a supplementary payment to cover the total of the entire purchase using MyMoney.
- 4.11. The payment receipt includes an itemization of the distribution of the total sum between the targeted payment transaction and supplementary transaction.
- 4.12. The Service provider is not allowed to refund purchases made with MyMoney to the customer in cash. It is only allowed to make refunds and/or reimbursements through the Epassi system.
- 4.13. The end customer can also pay solely with MyMoney, in which case the restrictions set by the tax authority do not apply and the customer has the right to pay for all the services and products offered by the Service provider.
 - **The Partner's Payment instruments (Alipay, WeChat, Siirto or another third-party Payment instrument)**
- 4.14. The Payment instruments are exclusively used for products and services sold within the scope of the main business reported by the Service provider. The Service provider is responsible of that the Payment instruments are not used for purposes other than those pursuant to this Contract.
- 4.15. The Service provider undertakes not to sell services/products listed on the Epassi Prohibited and Restricted Products List (the Contract's [Appendix 3](#)). [Appendix 3](#) is available on Epassi's website www.services.epassi.fi. The Service provider understands and approves that Epassi has committed itself in terms of the General Payment instruments to being responsible for ensuring that Prohibited and Restricted Products are not paid with the Epassi Payment instruments.
- 4.16. The Service provider understands and approves that Epassi acts in terms of the Partner's Payment instruments, in relation to the Service provider, only as the payment processing service provider and as a service provider indicated by the General Payment instruments in accordance with the Payment Services Act (290/2010, including amendments).
- 4.17. The Service provider must process the payment transactions in their own bookkeeping in accordance with Finnish laws.
- 4.18. The payment transaction acceptance and processing is described in the instructions on Epassi's website.
- 4.19. The Service provider must provide Epassi with a possible picture of its premises and, upon request, a receipt of the payment transaction, including the necessary and sufficient information on the products sold during the individual payment transaction (product description, price, receipt, delivery or supply information and customer information).

5. Other terms concerning the Epassi Payment instruments

- 5.1. The functionality of the Mobile app is described in its Terms of Use which are available online at www.epassi.fi/terms-of-use. The rights of ownership, trademarks and all other intellectual property rights of the Mobile app belong to Epassi Finland.
- 5.2. Epassi Payment instruments, including assets uploaded in Epassi Wallet, cannot be converted into money by the Service provider. When paying with the Epassi Payment instruments, cash cannot be refunded when the value of the payment exceeds the value of the obtained service or purchase. The maximum amount paid with Epassi Wallet is the amount of assets currently uploaded to Epassi Wallet.
- 5.3. The Service provider must treat Epassi Payment instruments equally with other Payment instruments and is not allowed to charge any additional fees for the reception of such a Payment instrument from the payer. As an exception, the Service provider may apply lower prices as part of a short-term discount campaign. The foregoing does not prohibit the Service provider from offering lower prices on intermediary platforms competing with Epassi. The Service provider must display the free marketing material concerning the Epassi cooperation provided by Epassi, information about the acceptance of possible Partner's Payment instruments and information essential for the payment transaction in accordance with Epassi's instructions in a visible place in its premises so that the customers can see them. The material will be sent to the Service provider when the Contract enters into force. The Service provider is entitled to use the marketing material in the Online service without a separate notification.
- 5.4. Epassi delivers instructions on the use of different marketing material for customer marketing purposes and for personnel training and notifying concerning Epassi's Payment instruments.
- 5.5. The Service provider is responsible for ensuring that its personnel receives related guidance and training and complies with the terms and conditions of the Contract.

6. Online service

- 6.1. The functionality of the Online service is described in detail in [Appendix 1 Service Description](#).
- 6.2. The Parties use the Online service as the primary means of communication between them as well as the primary means of providing information and submitting notifications.
- 6.3. Epassi publishes the information provided by the Service provider in the Online service and/or on possible merchant lists of the General Payment instruments. The Service provider is responsible for the correctness and updates of the information in the Online service, on the page for Service providers.
- 6.4. The information about the products and prices provided by the Service provider must correspond to the general information provided by the Service provider, and Epassi is not responsible for the correctness, timeliness or shortcomings of the information.
- 6.5. The Service provider receives or creates company-specific, personal IDs for the Online service in connection with the registration, which it uses when logging in to the Online service's company-specific website intended for the Service providers. The same IDs are also used in the payment processing service related to the Partner's Payment instruments.
- 6.6. It is prohibited for the Service provider to disclose the IDs to a third party. The Service provider undertakes to store the IDs carefully. The Service provider is responsible for any damage caused to Epassi resulting from its negligence. The Service provider must immediately change its IDs for the Online service and report this to Epassi in writing, if there is a suspicion that they have fallen into the wrong hands. For information security reasons, Epassi recommends that the Customer change their password at least once a month.
- 6.7. The rights of ownership, trademarks and all other intellectual property rights of the Online service belong to Epassi.
- 6.8. Epassi continuously develops and maintains the Service and aims at always keeping the Service available. However, Epassi cannot guarantee an uninterrupted or flawless Service functionality. Epassi has the right to interrupt the use of the Service, without being liable for damage to the Service providers or Employers, if the interruption is required for maintenance, repair or development of the Service or there are other justifiable reasons for the interruption. Epassi aims to report Service interruptions to the Service provider in advance.

7. Epassi Marketplace

- 7.1. The functionality of the Marketplace is described in detail in [Appendix 1](#) Service Description.
- 7.2. Epassi Marketplace serves as a marketing and e-commerce platform for the Service Provider.
- 7.3. The service provider is responsible for the accuracy of the information and for updating the information in the Marketplace.
- 7.4. The information provided by the Service Provider on the products and prices must correspond to the information generally provided by the Service Provider, and Epassi is not responsible for their accuracy, timeliness or incompleteness.
- 7.5. When the Service provider register them self to the Marketplace, they will receive company-specific login credentials for the platform, which it will use to log in to Marketplace's company-specific site.
- 7.6. The service provider shall not handover the credentials to a third party and undertakes to take care of their preservation. The Service Provider is liable to Epassi for any damages resulting from its negligence. The Service Provider must immediately change the login credentials in the Marketplace and notify Epassi in writing if there is any doubt that they have fallen into the wrong hands.
- 7.7. Epassi acts as the platform supplier. The Service Provider is responsible for the legality of the information and for ensuring that the services and / or products sold on the platform meet the requirements for each category to be obtained through the targeted payment instruments offered by Epassi (described in Section 3 of the Terms).
- 7.8. Epassi continuously develops and maintains the Service and strives to keep the Service available at all times. However, Epassi cannot guarantee the uninterrupted or error-free operation of the Service. Epassi has the right to suspend the use of the Service, without liability to the Service Providers or Employers, if it is necessary due to the maintenance, repair or development of the Service or if there is another justified reason for the suspension. Epassi strives to notify Service Providers of service interruptions in advance.

8. Payment transactions and remitting

- 8.1. The Service provider can check the Epassi sales of its merchant locations and payment transactions by logging in to the Online service with its IDs.
- 8.2. The Service provider must ensure the reception of a payment related to the General Payment instruments from Epassi's website or its own payment terminal and process the received payment in accordance with the instructions concerning the General Payment instruments. The Service provider must comply with the instructions related to the payment transaction in the Online service or provided by the payment terminal (for example, the verification of the identity).
- 8.3. Epassi is not responsible for indirect or direct damage which is possibly caused by the unavailability of Epassi's Mobile app and/or Online service at a given time or Epassi not accepting the customer's payment.
- 8.4. Epassi Clearing remits the Epassi payment transactions to the bank account number provided by the Service provider four (4) times a month with approximately one (1) week remittance interval. This is also the maximum time for the implementation of the payment service. The payments are remitted as a total sum without a Payment instrument-specific itemization. If the remittance date is not a banking day in Finland, the remittance takes place on the following banking day. Epassi deducts payment instrument-specific service fees according to the valid Payment instrument price list in connection with the remittance. The amount of the service fee depends on the Payment instrument and can change due to the changes in the market and competition situation or authority fees and regulations. Remittance of less than EUR 50 will not be remitted to the Service provider, but the amount will be transferred to the following remittance period in which the amount to be remitted to the Service provider exceeds EUR 50.
- 8.5. Expenses charged for the use of the payment service to the Service provider are reported in connection with the remittance.
- 8.6. The Service provider is obligated to ensure that their settlement information is kept up to date and that the Service provider's merchant location(s) has no conflicting settlement details in Epassi's online service, for example, due to an acquisition or other change of ownership. Epassi is not responsible for re-processing payments if the Service provider's settlement details were incorrect or if multiple conflicting settlement details exist for the merchant location. After an acquisition or other change of ownership, the service provider commits to removing outdated settlement details. If the

service provider does not act accordingly, it is responsible for transferring incorrectly received payments to the correct recipient.

- 8.7. The Service provider is obligated to ensure the reception of the remittance to its bank account in connection with each remittance, but in any case on a monthly basis.
- 8.8. Payments are deemed to have been received within thirty (30) days after the remittance carried out by Epassi Clearing. If the remittance has failed due to incorrect or incomplete information, the Service provider must contact Epassi's Customer service within a reasonable time after it has observed or should have observed the failure of the remittance.

9. Service fees

- 9.1. Currently valid service fees are communicated to the Service provider through the Payment instrument price list which is also available in the Online service. Epassi reserves the right to update the Payment instrument price list. A possible new fee caused by legislation amendments or decisions of the authorities or an increase of a fee or payment already included in the Payment instrument price list is published in the service price list on the service's website at least two (2) months before its entry into force.
- 9.2. If a new fee or payment is added to the Payment instrument price list or a fee or payment already included in the Payment instrument price list is increased for reasons other than reasons caused by the authorities or the regulatory environment, the Service provider has the right to terminate the Contract after the notification pursuant to section 9.1 immediately or as of another date preceding the entry into force of the proposed increase if it does not approve the changes to the Payment instrument price list.
- 9.3. Value added tax will be added to the Employee benefit Payment instrument service fee in accordance with the currently valid tax rate. The Service provider can download the receipts for its bookkeeping from the Online service. The service fee related to the General Payment instruments is exclusive of VAT. Epassi has the right to add the currently valid value added tax to the service fees if the amendments to the value added tax legislation or changed interpretations of it so require.
- 9.4. The Service provider is responsible for ensuring that the bank account information in the Online service is always correct, up to date and accurate.
- 9.5. If Epassi is unable to perform the remittance due to reasons attributable to the Service provider (for example, due to a missing or inaccurate bank account number or identification information), Epassi reports the incomplete or inaccurate information to the email address provided to Epassi by the Service provider after observing the fault.
- 9.6. However, the primary responsibility for the correctness of the information always lies with the Service provider (similarly as for the monitoring of the remittance in accordance with section 8). If the Service provider delivers the correct and up-to-date information late, Epassi is obligated, upon the Service provider's request presented within a reasonable time, to remit a maximum of thirteen (13) preceding months' outstanding remittances to the Service provider. Epassi has the right to retain remittances older than this, unless otherwise stated in the mandatory legislation. In any case, Epassi always has the right to charge possible expenses caused by the clarification of the issue in accordance with the currently valid Payment instrument price list to the Service provider.
- 9.7. If Epassi's remittances related to the General Payment instruments are delayed due to reasons beyond Epassi's control, for example, due delays caused by a third-party system related to the General Payment instrument remittances, Epassi is not obligated to compensate the Service provider for the damage possibly caused by this.

10. Changes

- 10.1. The Service provider must, without undue delay, inform Epassi of all the changes concerning the Contract and the Service provider's operations, such as changes in the company, bank, contract or place of business information, by changing this information in the Online service.
- 10.2. The Service provider is responsible for the correctness and timeliness of all the information provided to Epassi, including the information pursuant to the Act on Preventing Money Laundering and Terrorist Financing (444/2017), and it must inform Epassi, without undue delay, of changes in information pursuant to the Act on Preventing Money Laundering and

- Terrorist Financing (444/2017). This includes information concerning its actual beneficiary/beneficiaries or politically influential persons, family members of a politically influential person or business partners of a politically influential person.
- 10.3. Epassi has the right to prevent the Service provider from using the Epassi services, including suspending possible remittances to the Service provider, if it observes that the information provided to it by the Service provider is not correct or is significantly inaccurate or misleading and it has requested the Service provider to correct the information.

11. Liability for damages

- 11.1. Epassi is not responsible for errors or direct or indirect damage which are caused by the Service provider's negligence concerning the obligation to report the changes. The Service provider can make all the changes in Epassi's Online service by logging in to the service using the Service provider's own IDs. Epassi is not responsible for indirect or direct damage, which are possibly caused to the Service provider by the unavailability of Epassi's Mobile app and/or Online service at a given time.
- 11.2. Epassi is not liable or responsible for damage which is caused or can be caused by interruptions or malfunctions of the telephone operator or Epassi's service and might affect, for example, mobile paying.
- 11.3. Epassi is not responsible for an unimplemented or incorrectly implemented payment transactions related to the General Payment instruments if this is caused by an incorrect unique identifier provided by the Service provider.
- 11.4. In order to prevent misuse, the Mobile app payment receipt states the validity of the payment transaction. The Service provider is responsible for checking the validity of the payment transaction. Unless otherwise provided for in the mandatory legislation, Epassi will not remit payments not registered in the system or undue payments created as a result of misuse, forgery, the Service provider's negligence or other similar reasons to the Service provider.
- 11.5. Epassi is not responsible for damage caused to the Service provider due to force majeure. Force majeure refers to unexpected events that neither Party could have anticipated or prevented. In cases of force majeure, the Parties undertake to do their best to fulfil their contractual obligations.
- 11.6. The Service provider can cancel incorrect charges made by it within seven (7) days after the payment transaction in the Online service. Epassi is not responsible for indirect or direct damage which is possibly caused to the Service provider by the unavailability of Epassi's Mobile app and/or Online service at a given time. Epassi does not remit cancelled payments to the Service provider.
- 11.7. Possible product returns related to the General Payment instruments or incorrect charges must be refunded in accordance with the General Payment instrument instructions. The Service provider is not entitled to pay the refund in cash.
- 11.8. The liability of both Parties for all kinds of damage related to the Contract and these Terms of Contract is limited in all cases to a maximum of fifty (50) per cent of the service fees collected from the Service provider during the three (3) previous months. Prices paid for the services and products are not included in the service fees. The Parties are not obligated to pay for indirect or consequential damage. However, the restrictions of liability do not concern damage that has been caused intentionally or by gross negligence.
- 11.9. The Service provider is not entitled to receive refund for the payment transaction amount or other refund without informing Epassi of the unjustified, unimplemented, incorrect or delayed payment transaction without undue delay after observing this and within thirteen (13) months from the refunding of the payment amount to its payment account.
- 11.10. As regards the payment service provider's responsibilities or liability within the scope of application of the Payment Services Act (290/2010, including amendments), Epassi Clearing's responsibilities and liability are always limited to the maximum laid down in the currently valid mandatory Payment Services Act provisions.

12. Service provider identification data

- 12.1. The Service provider must, upon Epassi's request, provide the information required by the Act on Preventing Money Laundering and Terrorist Financing (444/2017), including information about its actual beneficiaries. The information can be used to prevent, expose and clarify money laundering and terrorist financing as well as to investigate terrorist financing and a crime through which the property or criminal benefit subject to the money laundering and terrorist financing has been acquired. The Service provider or its representative must perform strong electronic identification when providing

the identification data required by the Act on Preventing Money Laundering and Terrorist Financing. Epassi reserves the right to refuse to remit payments to the Service provider if the Service provider fails to deliver the aforementioned information within the required time.

- 12.2. Epassi may acquire also other necessary information about the Service provider. Upon request, the Service provider must provide Epassi with all the reasonably required, correct and accurate information about the Service provider.
- 12.3. The Service provider understands that Epassi has undertaken in terms of the General Payment instruments to be responsible for the correctness of the information provided by the Service provider.
- 12.4. The Service provider's obligation to provide information concerns the following information, among others:
 - Description of the main business and marketing description (products and service to be sold);
 - Valid email and postal address;
 - The receipt of the payment transaction, including the necessary and sufficient information on the products sold during the individual payment transaction; and
 - Other possible information required by Epassi that is necessary or essential in terms of the Contract.

13. Validity and termination of the contract

- 13.1. The Contract with Epassi is valid until further notice. The Service provider can terminate the Contract with a one-month (1) notice. Epassi can terminate the Contract by notifying this in writing with a two-months' (2) notice. The termination must be carried out in writing and delivered to the email address provided by the receiving Party.
- 13.2. Epassi has the right to amend these Terms of Contract. The amendments are reported to the Service provider two (2) months before their entry into force and, therefore, the Service provider has two (2) months time to terminate the Contract if the Service provider does not accept the new or amended Terms of Contract.
- 13.3. Epassi has the right to make changes that do not materially affect the Service content and update and publish Service Descriptions and instructions by reporting this in the Service. The changes will enter into force immediately.
- 13.4. Both Epassi and the Service provider have the right to terminate the Contract with immediate effect if the other Party has materially acted contrary to the Terms of Contract or instructions.

14. Other terms

- 14.1. The Service provider undertakes to assign, free of charge, the trademarks and data content required for the use of the Employee benefit Payment instruments and General Payment instruments to Epassi for the duration of the contract period so that the Service provider can be identified in the Mobile app and Online service.
- 14.2. The Service provider undertakes to keep confidential the personal data of a personal customer possibly obtained in connection with a payment transaction and to process all personal data in accordance with the valid, applicable laws and regulations. The Service provider and Epassi both process personal data as individual controllers. Epassi's currently valid Privacy Policy is available on Epassi's website at www.epassi.fi/privacy-policy.
- 14.3. Epassi's Customer service instructs the Service provider on the processing of complaints concerning its rights and obligations.
- 14.4. The Service provider is entitled to report Epassi Clearing's procedures to the supervising authority, the Financial Supervisory Authority, which monitors the compliance of its operations with the payment institution licence. The Financial Supervisory Authority monitors the operations of Clearing (The Financial Supervisory Authority, Snellmaninkatu 6, PO Box 103, 00101 Helsinki, Finland) (<https://www.finanssivalvonta.fi/en/>).
- 14.5. Epassi has the right to transfer this Contract further to a third party, including all the rights and obligations, without separate consent from the Service provider.
- 14.6. These Terms of Contract and this Contract is governed by Finnish law. Possible disputes are primarily resolved by negotiating. If the dispute cannot be resolved by negotiating, the dispute will be finally resolved by the Helsinki District Court. In addition, Epassi has always the right to take legal action in the district court of the Service provider's registered office.