



Terms of use for the Checkout payment initiation service

Valid as of 2 October 2019

Updated 1 February 2021.

1. Service provider

These terms are applied to the agreement on Checkout payment initiation service (Service) concluded between you (the Customer) and Checkout Finland Ltd (the Service Provider).

These terms and conditions include prior information on a separate agreement concerning the initiation of payment as stipulated by the Payment Services Act (30/4/2010/290) and the Consumer Protection Act (20/1/1978/38).

Service Provider:

Checkout Finland Ltd

Hämeenkatu 6 B, FI-33100 Tampere, Finland

Business ID 2196606-6

asiakaspalvelu@checkout.fi

www.checkout.fi

The Service Provider is registered on the Trade Register maintained by the Finnish Patent and Registration Office and belongs to OP Financial Group.

Our regulator is the Finnish Financial Supervisory Authority, address Snellmaninkatu 6, P.O. Box 103, FI-00101 Helsinki, Finland (www.fiva.fi)

Furthermore, in consumer matters, our regulator is the Consumer Ombudsman, Competition and Consumer Authority, Siltasaarenkatu 12 A, FI-00530

Helsinki, P.O. Box 5, 00531 Helsinki, Finland (www.kkv.fi).

2. Service description

The payment initiation service allows you to pay your online purchases as credit transfer. Upon your request, we will launch the purchase payment transaction from the bank account of your choice. We retain your account number so that the merchant can refund the payment to your account in the event the purchase is cancelled.

If your account-holding bank provides us with information on the account you have selected, in connection with the payment initiation, we will retain your account number for six months in order to secure the refund of the payment in case the purchase is cancelled. In other cases, you will be contacted separately in the event of payment refunds.

3. Conclusion of the agreement and issuance of a payment initiation

The Agreement between you and the Service Provider is created when you accept the terms of the service as binding on you. Your payment initiation is considered received when you have sent it to us.

If you wish, you can save or print these terms. You can also ask us to send the terms to you.

By issuing a payment initiation to us through the Service, you give your express consent for us to launch the payment transaction from the payment account you have reported.

4. Fulfilment of the payment initiation

We will issue your payment initiation to your account-holding bank immediately after we have

received it or on the due date at the latest. Your account-holding bank is responsible for making the payment in accordance with its own terms.

We have the right to refuse the issuance of the payment initiation where required by the existing legislation or in cases where you are subject to international sanctions.

International sanctions refer to a sanction, financial sanction, export or import ban, trade embargo or other restrictive action imposed, administered, approved or executed by the Finnish government, United Nations, European Union, United States of America and United Kingdom, or their competent authorities or governing bodies.

5. Information on the payment initiation and implemented payment transaction

After you have issued the payment initiation, you will see a summary of received payment initiations as well as an identifier that you need to monitor it. You can print or save the summary.

You will see information on implemented payments on your bank's bank statement. The payee on the bank statement is then Checkout Finland Ltd.

6. Error situations

You must contact your account-holding bank from whose account the payment was made for each non-implemented, incorrect or late payment.

You must regularly check the account transactions of your payment account for the payments you have made. According to the Payment Services Act, the account-holding bank must be informed of any unauthorised, non-implemented, incorrect or late payment transaction without delay and in any case within 13 months from the debiting of the transaction from your payment account, payment card, overdraft facility or other payment method.

You must notify us of other errors within a reasonable period of time after you have detected or should have detected the error. You are not entitled to compensation if you do not make such a notification by the set deadline.

We have the obligation to compensate for loss that you have incurred due to a procedure against the law or the agreement. However, we are liable to compensate for indirect loss only if the loss was caused by our carelessness.

You must take reasonable steps to limit the amount of loss. If you fail to do so, you will be personally liable for the loss in this respect.

7. Payments

We do not currently charge a fee from you for the use of the service.

8. Data protection

By accepting these terms, you give us the permission to process your data in order to provide the Service. We process your personal data in accordance with applicable legislation and our Privacy Notice. We can use other service providers in the processing of the data.

Our Privacy Notice is available at www.checkout.fi.

9. Intangible rights

The intangible rights related to the Service belong to us or to our contracting parties.

10. The agreement's validity, termination and cancellation

The Agreement concerns a single payment initiation. The Agreement ends when the payment initiation has been issued to your account-holding bank.

You have no right to cancel the payment initiation after we have received it.

11. Force majeure

If an error, delay or other damage is due to a force majeure event beyond our control, and we have not been able to take it reasonably into account in advance or predict the consequences, we will not assume responsibility for the damage. A force majeure event is, for example, a disruption independent of the Service in data communication connections or in other electronic communication, or a disruption in the Service caused by fire or another accident. A strike, lockout, boycott or another industrial action is a force majeure event also when we are subject to or involved in it ourselves.

12. Contact

You can contact us by email (asiakaspalvelu@checkout.fi) or by sending mail to the aforementioned postal address.

The languages available are Finnish, Swedish and English.

13. Settlement of disputes

Please contact us first and we will try to resolve the matter together. You can contact us by email; our contact details are provided in the first chapter of these terms. We will reply to you using the same communication channel.

If you disagree with our decision, you can submit the matter in writing to OP Financial Group's Customer Ombudsman (www.op.fi/asiakasiamies). The Customer Ombudsman is a fast and free-of-charge complaint-handling channel, and the handling concerned is independent of the previous decision.

You may also submit a dispute about these terms and conditions to the Finnish Financial Ombudsman Bureau (www.fine.fi) or the Banking Complaints Board within the Bureau. In consumer issues, you may submit the matter to the Consumer Disputes Board, (www.kuluttajariita.fi).

14. Applicable law and jurisdiction

This Agreement and the provision of preliminary information related to it are subject to Finnish law.

You may bring an action concerning disputes that arise from this Agreement in the district court of the Finnish municipality in which you reside or have a permanent place of residence, or in Helsinki District Court. If you are not a resident of Finland, possible disputes will be submitted to Helsinki District Court.

The Service Provider may bring an action concerning disputes that arise from this Agreement in the district court of the Finnish municipality in which you reside or have a permanent place of residence. If you are not a resident of Finland, possible disputes will be submitted to Helsinki District Court.

We make buying easy.

