

Updated 18<sup>th</sup> May 2018  
**MAKSUTURVA GROUP LTD'S MAKSUTURVA SERVICE  
GENERAL TERMS AND CONDITIONS (CUSTOMER)**

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## 1. Parties

The parties to this assignment (hereinafter the "Assignment") are Maksuturva Group Ltd (hereinafter the "Maksuturva") and the private individual or entity, which as a customer to Maksuturva purchases a product or a service in a web store from a vendor who has been connected to the Maksuturva Service.

## 2. Other definitions

**Customer Account** means the bank account designated from time to time by Maksuturva on which the Customer's payment is stored. Funds on the Customer Account are kept separate from Maksuturva's own funds.

**Customer** means the relevant private individual or entity, which at any given time uses the Maksuturva Service to pay for a purchase made in a web store of a Vendor which has been connected to the Maksuturva Service or confirms to pay the purchase by invoice or part payment option offered by the Financial Institution.

**Registered post** means a freight, parcel or letter delivery from Vendor to Customer via Transport company with an individual tracking code given by Transport company. Maksuturva sends a confirmation message to the Customer stating whether the product or service purchased at the Vendor will be sent by Registered post or by some other method of delivery.

**Transport Company** means a carrier approved by Maksuturva that can be used by the Vendor to deliver to the Customer the products purchased by the Customer from the Vendor.

**The Change of Payment Method- service** is an additional service applicable to the Maksuturva Service where Maksuturva can on its' own service sites, offer the Customer a possibility to change the payment method for an already paid purchase within the waiting time.

**Maksuturva Service** means the service and operating principle applied by Maksuturva from time to time, through which Maksuturva by assignment of the Customer receives and stores funds on behalf of the Customer on the Customer Account, and subsequently transfers such funds onwards to the relevant Vendor connected to the Maksuturva Service. In invoice and part payment cases Maksuturva receives only Customer's confirmation of the invoice or part payment purchase and submits this information to the Vendor and Financial Institution. A more detailed description of the service and operating principle applied by Maksuturva at any given time can be found at the website of Maksuturva.

**Financial Institution** means a credit institution, finance company or an entity that transmits credit card payments who has granted Maksuturva the right to use its payment methods or financing services for web stores.

**Online vendor** means an online retailer who through the Internet is engaged in distance selling and who has been connected to the Maksuturva Service.

## 3. Other terms and conditions

The Customer undertakes to adhere also to the terms and conditions as well as the instructions of the relevant Financial Institution and the relevant Vendor when transferring funds to the Customer Account in accordance with this Assignment and when confirming the purchase against an invoice or by part payment and when concluding an agreement with the Vendor for the purchase of a product or a service.

## 4. Assignment

### 4.1 Online banking and card payments

By approving these general user terms and conditions the Customer commissions, Customer commissions Maksuturva on behalf of the Customer to hold funds that Maksuturva has received either directly from the Customer or via a Financial Institution in a Customer Account, and convey this payment onward to the Vendor concerned who is connected to the Maksuturva Service, after Maksuturva has received reliable evidence that the Vendor has performed the service that the Customer ordered and/or that the waiting period procedure in accordance with item 8 above has expired.

In matters concerning services that the Customer has ordered/bought from the Vendor, Maksuturva conveys to the Customer Account the relevant Customer's funds to the Vendor after Maksuturva has received reliable evidence that the Vendor has performed the service that the Customer ordered and/or that the waiting period procedure in accordance with item 8 above has expired.

The assignment is deemed to be given when the Customer through the Maksuturva Service has commissioned the Financial Institution to convey the appropriate funds to Maksuturva's Customer Account.

The assignment's timing and content as well as other matters concerning the Maksuturva Service can be verified through the computer systems that Maksuturva, the Financial Institution concerned, the Vendor concerned and/or the Transport Company concerned maintain.

### 4.2 Invoice and part payment

By approving these general terms and conditions, Customer notifies Maksuturva about the payment against an invoice or by part payment, according to which Maksuturva shall only submit a confirmation to Financial Institution and Vendor regarding the Customer's invoice or part payment purchase. In the case of a purchase against an invoice, by part payments takes place the contractual relationship between and the credit

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agreement concerned between the Customer and the Financial Institution are included and to these are applied the Financial Institution's contract and user terms and conditions. Maksuturva is not in any way a party to the relevant legal transaction between the Customer and the Financial Institution.

The assignment's timing and content as well as other matters concerning the Maksuturva Service can be verified through the computer systems that Maksuturva, the Financial Institution concerned, the Vendor concerned and/or the Transport Company concerned maintain.

#### **5. Confirmation by Maksuturva**

Maksuturva sends a receipt of the Assignment by electronic means to the Customer. Maksuturva has the right to contact the Customer by electronic means in matters concerning the Assignment.

#### **6. Costs and charges**

The use of the Maksuturva Service is free of charge for the Customer. However, the Financial Institution and/or Vendor may charge payment method specific service fees in accordance with their own terms and conditions.

#### **7. Interest**

No interest will be paid to the Customer on funds on the Customer Account.

#### **8. Waiting period**

If the Vendor cannot deliver the product or service that the Customer ordered or if the delivered product or service does not correspond to what has been agreed, then the Customer can during the waiting period withdraw the order and thereby the assignment concerning conveyance of the payment to the Vendor and give Maksuturva a new assignment to, in its entirety or at an amount that the Customer specifies, return the funds that they received from him.

If the Customer has used payment against an invoice or by part payment, Maksuturva notifies the Vendor only about a cancellation of an order within the Customer's waiting period. Any changes to the invoice that are made in the repayment agreement are handled directly between the Customer and Financial Institution and Maksuturva is not a participant in these contractual changes.

The waiting period depends on the Vendor, but Maksuturva recommends using a waiting period of 14 days in accordance with the Consumer Protection Act. Maksuturva always notifies the length of the Vendor's waiting period to the Customer. The waiting period for means of delivery other than Registered Post starts five (5) days after the Vendor's waiting period.

The waiting period for Registered Post items starts after Maksuturva has received reliable evidence from the Transport Company that the Customer received the product that the Customer ordered from the Vendor. The waiting period for means of delivery other than Registered Post starts after the Vendor has informed Maksuturva that the delivery has been sent, arrived or the service performed.

The funds are returned to the Customer in accordance with the above after Maksuturva has received reliable evidence that a possible faulty or defective product has been returned to the Vendor and/or that the Vendor has approved the withdrawal of the order of the product or service. If the Customer has made a credit card payment but the credit has not been paid by the Customer to the Financial Institution concerned, Maksuturva returns the payment to the Financial Institution.

If the Customer does not deliver Maksuturva the above-mentioned message during the waiting period and unless otherwise provided in points 9 or 10, Maksuturva conveys to the Vendor the Customer's designated payment to the Vendor after the waiting period has expired.

#### **9. The Customer's refusal to accept delivery**

##### **9.1 Internet banking and card payments**

If the Customer refuses to receive or fails to collect the product or service that the Vendor has sent to the Customer by Registered Post or if a Customer who is in the position of consumer within the framework of the waiting period in accordance with item 8 above before receipt of the product or service, Maksuturva notifies that he is making use of his right of withdrawal in accordance with the Consumer Protection Act, Maksuturva returns to the Customer either directly or via the Financial Institution the funds they received from him after both the Vendor and the Customer submitted a notification about the matter to Maksuturva. If the Vendor has delivered the product or service to the Customer by means other than Registered Post, then the Customer, within the framework of the waiting period in accordance with item 8 above, must inform Maksuturva about his refusal to receive or failure of receipt in order that Maksuturva shall be obliged to return the funds to the Customer in accordance with the procedure and the above terms and conditions.

Except for the above, if the Customer within the framework of the waiting period in accordance with item 8 above refuses to receive or fails to collect the product or service covered by Chapter 6 Section 16 of the Consumer Protection Act, Maksuturva can to this part refrain from returning the funds they received from the Customer, and convey the Customer's designated payment to the Vendor.

##### **9.2 Invoice and part payment**

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If the Customer refuses to receive or fails to collect the product or service that the Vendor has sent to the Customer by Registered Post or if a Customer who is in the position of consumer within the framework of the waiting period in accordance with item 8 above before receipt of the product or service, Maksuturva notifies that he is making use of his right of withdrawal in accordance with the Consumer Protection Act, Maksuturva notifies the Financial Institution after both Customer and Vendor have notified Maksuturva about cancellation. If the Vendor has delivered the product or service to the Customer by means other than Registered Post, then the Customer, within the framework of the waiting period in accordance with item 8 above, must inform Maksuturva about his refusal to receive or failure of receipt in order that Maksuturva notifies the Financial Institution in accordance with the procedure and the above terms and conditions.

Any changes to the invoice that are made in the repayment agreement are handled directly between the Customer and Financial Institution and Maksuturva is not a participant in these contractual changes.

## **10. Failing to deliver**

### **10.1 Online banking and card payments**

If the Vendor has not within a contracted period between the Vendor and the Customer delivered to the Customer the product or performed the service which the Customer ordered from the Vendor, and the Customer within the framework of the waiting period in accordance with item 8 above has reported this to Maksuturva, Maksuturva returns to the Customer either directly or via the Financial Institution the funds that they received from him after Maksuturva has received reliable evidence about the default in delivery or performed services. .

### **10.2 Invoice and part payment**

If the Vendor has not within a contracted period between the Vendor and the Customer delivered to the Customer the product or performed the service which the Customer ordered from the Vendor, and the Customer within the framework of the waiting period in accordance with item 8 above has reported this to Maksuturva, Maksuturva notifies the Financial Institution after Maksuturva has received reliable evidence about the default in delivery or performed services. Any changes to the invoice that are made in the repayment agreement are handled directly between the Customer and Financial Institution and Maksuturva is not a participant in these contractual changes.

## **11 Functionality and data security**

The Customer acquires at its own expense the hardware, software, data communication links and other services needed for the use of the Maksuturva Service, and is responsible for their security and functionality as well as for their maintenance and operating costs. Maksuturva has the right to suspend the use of the Maksuturva Service if the hardware, software or data communication links used by the Customer endanger the security of the Maksuturva Service. Maksuturva does not guarantee that the Customer's equipment supports the use of the Maksuturva Service.

Maksuturva and the Customer are each responsible for the security of their respective data systems and that they are reliably secured against unauthorized use.

## **12 Use of personal data**

The Vendor transfers the Customers personal data to Maksuturva. The Vendor is a controller, as set forth in the Data Protection Regulation, for such Personal Data that the Online vendor receives when using the Maksuturva service. Maksuturva, again, is the processor, as set forth in the Data Protection Regulation, that Processes Personal Data on behalf of the Online vendor.

Maksuturva processes personal data regarding the Customer in accordance with EU's General Data Protection Regulation ((EU) 2016/679, "Data protection regulation") and in accordance with other possibly applied legalistaion and sees also otherwise to that the privacy of the Customer is being duly protected when processing personal data. Personal data is processed for the business activities and services of Maksuturva, the relevant Financial Institution, the relevant Vendor and/or the relevant Transport Company. Personal data regarding the Customer may be transferred to the Financial Institution or Transport Company in order to identify the Customer and to execute and settle the transaction in question when the Customer uses the services of the Financial Institution or the Transport Company under this Assignment.

The Customer can get more information about the processing of personal data by contacting the controller (Vendor) or Maksuturva by calling +358 (09) 321 3300 or sending an email to [privacy@maksuturva.fi](mailto:privacy@maksuturva.fi).

## **13 Complaints**

Any complaints concerning errors or omissions in the Assignment must be presented to Maksuturva in writing within fourteen (14) days from discovering the error or omission, however no later than within (7) days from the termination and expiration of this Assignment in accordance with Section 23 below.

Complaints shall be sent by e-mail to: [reklamaatiot@maksuturva.fi](mailto:reklamaatiot@maksuturva.fi).

## **14 The transaction between the Customer and the Vendor**

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Maksuturva is not responsible for the transaction between the Vendor and the Customer, such as the order, the agreement or the delivery. Maksuturva accepts no responsibility for the quality or functionality of, or defects in, the underlying products or services, nor is Maksuturva responsible for any delays in delivery, failure to deliver or the non-collection of a delivered product or service.

Any remarks, complaints and demands concerning the Vendor's activities, services and products shall thus be addressed directly to the relevant Vendor.

Notwithstanding the circumstances referred to in Section 9 above, Maksuturva is neither part in the returning or a similar arrangement of a product that has been received by the Customer from the Vendor and accepts no responsibility for any thereto related costs.

#### **15 Force majeure**

Maksuturva is not liable for any loss arising due to force majeure or other similar circumstances, which unreasonably affect the business of Maksuturva. Such circumstances that discharge Maksuturva from responsibility can include for example:

- acts of authority,
- war or threat of war, insurrection or civil unrest,
- interruption in postal services, automatic data processing, data transfer, other electronic communication means or the supply of electricity, such as power-, cable- or data communication failure, which are beyond the control of Maksuturva,
- the operations of the relevant Financial Institution
- interruption or delay in the business of Maksuturva due to fire or another comparable disaster, or
- industrial action, such as strike, lockout, boycott and blockade, regardless of whether it concerns Maksuturva or not.

Force majeure or any other of the above circumstances entitles Maksuturva to interrupt the provision of its services until further notice.

#### **16 Limitation of liability**

In addition to Section 15 above, Maksuturva is not liable towards the Customer for any consequential or indirect loss, such as loss of income or profits, or other comparable losses.

The maximum liability of Maksuturva towards the Customer is limited to the amount that the Customer has transferred to the Customer Account in accordance with this Assignment, or in invoice and part payment cases, limited to the price of the purchased product or service.

#### **17 Suspension of the Maksuturva Service**

Maksuturva has the right to suspend the use of the Maksuturva Service if the Customer becomes subject to bankruptcy-, liquidation-, corporate restructuring-, seizure-, receivership- or other comparable execution proceedings. Maksuturva has also the right to suspend the use of the Maksuturva Service if Maksuturva has justified reasons to suspect that the Maksuturva Service is used in activities that are in breach of law or this Assignment, or if the use of the Maksuturva Service endangers the data and information security of Maksuturva.

#### **18 Availability of the Maksuturva Service**

The Maksuturva Service is available to the Customer 24 hours a day, seven (7) days a week, excluding interruptions relating to maintenance, upgrading, failures or other similar reasons. Maksuturva gives no guarantee that the Maksuturva Service is available to the Customer without interruptions.

#### **19 Copyright and trademarks**

All copyrights and trademarks relating to the Maksuturva Service belong either to Maksuturva or the relevant Financial Institution. All copyrights and all rights to the trademarks have been reserved.

The Customer using the Maksuturva Service undertakes, without the written consent of the holder of the copyright, not to publish, copy or distribute any information contained in the service by electronic means or through other communication channels.

#### **20 Disputes and forum**

Any disputes arising from this Assignment or its interpretation shall primarily be settled through negotiations between the parties, but should these be found unsuccessful, then such disputes shall be settled by the District Court of Helsinki in first instance

A consumer Customer may also bring an action regarding disputes arising from this Assignment against Maksuturva in the district court in which judicial district he/she has his/her place of residence. If a consumer Customer does not reside in Finland, the disputes arising from this Assignment shall be settled by the District Court of Helsinki in first instance.

#### **21 Applicable law**

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This Assignment is governed by Finnish law.

**22 Term, termination and rescission**

This Assignment enters into force at the time these general terms and conditions have been accepted by the Customer by electronic means and when the Customer through the Maksuturva Service has transferred the agreed Funds to the Customer Account or alternatively, has by electronic means confirmed to Maksuturva to pay the purchase from Vendor against an invoice or by part payment.

This Assignment is in force until Maksuturva in accordance with the Assignment given by the Customer under this Assignment has transferred the payment of the Customer to the relevant Vendor or returned the payment to the Customer in accordance with Sections 9, 10 or 11 above.. In invoice and part payment cases the Assignment is in force until Maksuturva has submitted the confirmation of the invoice or part payment purchase to Vendor and Financial Institution or its cancellation in accordance with these general terms and conditions.