



EPASSI SERVICE GENERAL TERMS OF CONTRACT FOR EMPLOYER CUSTOMERS

Epassi is a digital service which combines employee benefits into a service and offers a smart and reliable way of improving employee wellbeing. With the Epassi service, the employer company offers employee benefits to their employees. We have prepared a list of essential matters that will facilitate our cooperation. 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 the contract package. More detailed instructions on the use of the Epassi service are available at <https://www.epassi.fi/en/home>.

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1 Definitions

- 1.1 **Customer** refers to you as the employer using the Service.
- 1.2 **Epassi** refers to Epassi Finland Oy.
- 1.3 **Epassi Finland Oy** (hereinafter also referred to as “**Epassi**” or “**Epassi Finland**”) is responsible for the provision of the service package related to the obtaining of and paying for the employee benefits to the Customer as well as for processing 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 licence. Epassi Clearing has a payment institution licence 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 Payments and the Customer.
- 1.6 **Payment instrument** refers to a personal instrument of operating method or their combination which can be used for payment orders.
- 1.7 **Epassi Payment instrument** refers to the Payment instrument organised by Epassi, which becomes available for the Employees and other consumers due to deployment of the Epassi systems and/or Service.
- 1.8 **Epassi Wallet** refers to mobile 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/or consumers.
- 1.9 **Employee benefit Payment instrument** refers to a targeted non-taxable or tax-subsidised payment instrument for employee benefits or other fringe benefits intended for the Customer’s Employees, the use of which is limited to certain pre-determined purposes of use.
- 1.10 **General Payment instrument** refers to a payment instrument that is used by consumers when using the Epassi Wallet services for payment orders.
- 1.11 **Mobile app** refers to the mobile app, developed and owned by Epassi, for the monitoring, paying and use development of Employees’ employee benefits as well as for the use of Epassi Wallet services.
- 1.12 **Service** refers to a service package focusing on the maintenance and management of non-taxable and tax-subsidised employee benefit payment services offered for the Customer and the Employees online, including also the Online service and Mobile app intended for their technical management.
- 1.13 **Online service** refers to the Service management tool offered for the Parties online (www.services.epassi.fi).
- 1.14 **Service provider** refers to seller of services who has signed a contract with Epassi and is included in Epassi’s network offering services that can be paid for with the Epassi Payment instruments.
- 1.15 **Contract** refers to the service contract package between the Parties, which is described in detail in section 3.2.
- 1.16 **Balance** refers to the access right, which is measured in money, that is uploaded in the Employee benefit Payment instrument.
- 1.17 **Partner** refers to a third party cooperating with Epassi Clearing pursuant to a contract whose services or service functionalities are available in Epassi Wallet.
- 1.18 **Employee** refers to the Customer’s Employee who uses the Epassi Payment instruments.

2 Service

- 2.1 The Parties have agreed on the deployment of the Service for the management of the Customer’s non-taxable and tax-subsidised employee benefits and other fringe benefits. The Service enables the management of employee benefit distribution, payment processing and monitoring.



3 Scope of application

- 3.1 These General Terms of Contract have been translated into English and Swedish in order to improve their usability. In the case of a conflict between the application of different language versions, the original Finnish Terms of Contract take precedence.
- 3.2 The Contract between Epassi and the Customer consists of the whole for which the following order of precedence applies:
- I. Contract
 - II. Data Processing Contract
 - III. General Terms of Contract
 - IV. Epassi Service Descriptions

4 Use of the Service

- 4.1 The Customer is entitled to use the Service after the Contract has entered into force. The Service is offered as a "Software as a Service" (SaaS) service, in which the Customer orders access to the Service which is made available online. Once the Customer has made the order, the Customer will be granted access to the Service in accordance with the Contract. These General Terms of Contract are applied to all parts of the Service, including functionalities possibly added later.
- 4.2 The Customer agrees that the Service is delivered as it is. The Service does not fulfil other special requirements than those agreed with the Customer in the Contract and the Customer uses the Service at their own risk. The Service and its delivery are not always flawless, and the Service is continuously being improved.
- 4.3 The Epassi Payment instrument is a personal payment instrument and it can only be used to make payments to the Service providers who have joined Epassi's merchant location network.
- 4.4 In addition to the Terms of Contract, the Customer undertakes, when using the Service, to comply with the currently valid legislation concerning Payment instruments as well as other applicable rules and regulations, instructions of the authorities and especially the currently valid instructions of the Tax Administration concerning the acquisition of fringe and employee benefits using targeted payment instruments and the instructions concerning employee benefits in taxation. The Customer is aware that restrictions caused by the decisions and instructions of the authorities and their amendments may affect the use of the Service as well as the non-taxable and tax-subsidised employee benefits offered to the Employees.
- 4.5 When deploying the Service, the Customer approves that Epassi may transfer its outstanding claims from the Customer to Epassi Clearing. This is necessary for ensuring the Service's functionality. Epassi Clearing, as the subcontractor, is responsible for the management of Epassi Payments' transactions and remitting the employee benefit payments to its Service providers.
- 4.6 It is not possible to exchange the Balance uploaded to the Employee benefit Payment instrument into cash for the Employee's use. When using the Employee benefit Payment instrument, the Service provider cannot give change in cash when the value of the payment exceeds the value of the obtained service.
- 4.7 The Employee can, after deploying Epassi Wallet, upload balance or funds on their own MyMoney account or convert the Partner's regular customer scheme points into monetary funds. All balances and funds uploaded to Epassi Wallet by the Employee are subject to the separate Terms of Use between the Employee and Epassi, which are available at <https://www.epassi.fi/terms-of-use>.
- 4.8 When deploying the Service, the Customer has reported the employee benefit use value for the calendar year. If the Customer wishes to make changes to the employee benefit value for the following calendar year, the Customer must report the benefit values for the following calendar year to Epassi no later than on 1 December of the current year.
- 4.9 The products, functionalities and interfaces available to the Customer after the Service deployment are described in more detail in the Contract's Appendix 3 Epassi Service Description for Employers.



5 Availability of the Service

- 5.1 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 aims to implement Service updates and maintenance without causing interruptions in the Service use. The aim is to implement updates and maintenance requiring service interruptions at times when the discontinuation of the Service causes minimal harm to the Customer and the Customer's Employees. Epassi continuously develops its services in order to guarantee the best possible Service for the Customer.

6 Customer service

- 6.1 Epassi's Customer service helps the Customers and the Customer's Employees in using the Service and answers questions related to the benefit deployment, use and reporting. Epassi's Online service (services.epassi.fi) includes instructions and materials for the Customer to use when instructing their Employees. All instructions provided by Epassi should be complied with.

7 User account and information provided by the Service providers

- 7.1 When registering with the Service, the Customer creates a user profile for maintenance purposes and the related personal user IDs for itself (for the company) in order to be able to log in to the company-specific maintenance and reporting pages intended for employers. The Customer can add the information of the Customer's Employee in the Service so that the Employee can start using the Epassi Payment instrument either by approving the Epassi app Terms of Use with the Mobile app or by logging in to the Epassi Online service. The Employees can use the Epassi Payment instrument also with their telephone number if the Customer has added the information for their Employees in the Service. When using the telephone number as the payment method, the Employee must always report this to the Service provider's representative when making the payment and, simultaneously, tell their telephone number and the amount to be charged to the Epassi Payment instrument to the Service provider's representative and show their identification card.
- 7.2 The Customer is responsible for the confidentiality of the login information and other account information and undertakes to store the IDs carefully. The Customer's IDs must be immediately changed if there is a suspicion that they have fallen into the wrong hands. The Customer must immediately inform Epassi of any observed unauthorised use of the user information. For information security reasons, Epassi recommends that the Customer change the ID regularly.
- 7.3 Epassi publishes the information about the Service providers, their services and products provided by them in the Service. The Service providers are responsible for the correctness and updating of the information in the Service. Epassi is not responsible for their correctness.

8 Data protection

- 8.1 Epassi processes personal data as required by the EU's General Data Protection Regulation and currently valid data protection legislation. The Customer undertakes to comply with the currently valid data protection legislation.
- 8.2 The Customer acts as the controller pursuant to the data protection legislation for all such personal data that the Customer has uploaded in the Service and Epassi acts as the processor of the said personal data in order to produce the Service. Epassi processes such personal data on behalf and for the benefit of the Customer in accordance with the personal data processing contract signed between the Parties. The Customer must, as the controller, prepare its own privacy policies and acquire the required consent for the processing of personal data.
- 8.3 Epassi also collects personal data of the Customer's Employees in the Service directly from the users (i.e. Employees) in connection with the use of the Service. For such personal data, Epassi acts as the controller and processes such personal data in accordance with the Service's Privacy Policy. The Privacy Policy is available to the Customer's Employees in the Mobile app in connection with the registering and on Epassi's website (<https://www.epassi.fi/en/home>).
- 8.4 The Customer discloses the information on the Employees entitled to the benefits to Epassi's payment instrument register for the use of the employee benefits.
- 8.5 Epassi is not responsible for the processing of the information in a third-party service provider's (e.g. Partner's) service but they are subject to the terms and conditions of the said Service provider and/or Partner.

9 Invoicing

**Benefit invoicing and service fee**

- 9.1 As a rule, the invoicing takes place when the employee benefits are made available to the Employees so that the invoice consists of the balance, measured by quantity, uploaded to the Employee benefit Payment instrument by the Customer and the service fee in accordance with Epassi's valid price list. The term of payment of the invoice is fourteen (14) days net.
- 9.2 All Customer-specific additional work related to the use of the Service are invoiced in accordance with Epassi's separate valid price list.
- 9.3 Regardless of the used invoicing method, unused balance will not be refunded to the Customer after the termination of the Contract. The balance must be used before the termination of the Contract or, for the agreed services, no later than within the calendar year following the termination. If the balance is used outside the contract period, a service fee pursuant to the terminated contract will be charged from the Customer by Epassi.
- 9.4 Value added tax will be added to the Service fee in accordance with the currently valid instructions of the authorities.

Special terms of invoicing**Epassi GO service package**

- 9.5 When the Customer selects the Epassi GO service package, the invoicing takes place when the employee benefits are distributed to the Employees so that the invoice consists of the monetary Balance uploaded to the Employee benefit Payment instrument and the service fee in accordance with the valid price list. The Balance and the service fees are contract period-specific. The Balance is available to the Employees when the invoice has been paid until the end of the year at which the benefits are targeted when uploading. If the Contract continues after the turn of the year, unused Balance is refunded in the following year's invoicing when the Customer uploads more Balance for its Employees' use.
- 9.6 The currently valid price list is available in the Service and on the website of the Epassi GO service package.

Epassi Plus service package

- 9.7 If the Customer selects the Epassi Plus service package, the Employees cannot use the Employee benefit Payment instruments for paying for the benefits without valid Balance. The first invoice sent to the Customer is an estimate invoice that is based on the annual Balance use estimate agreed in the Contract between the Customer and Epassi.
- 9.8 The following invoices are based primarily on the actual use of the Balance, and they are invoiced with three (3) months interval so that the Balance is supplemented in accordance with the actual use during the last invoicing period but always at least in accordance with the agreed annual Balance top-up percentage. If the Contract continues after the turn of the year, unused Balance paid by the Customer will be carried over to the following calendar year to be used.
- 9.9 Epassi's service fee in accordance with the valid price list is added to the invoices. The currently valid price list is available in the Service and on the website of the Epassi Plus service package.



10 Special terms of the Epassi Wellbeing benefit

- 10.1 With the Epassi Wellbeing benefit, services related to massages, health care and other wellbeing defined by the Customer can be offered to the Employees. The Customer must ensure that the offered health care services have been recorded in its occupational health care plan. Some services also require that the Customer has signed a separate contract with the Service provider. If the Customer has signed a contract with the Service provider, the Customer is responsible for ensuring that the Service provider complies with the service specifications concerning the Epassi Wellbeing benefit payments agreed in the said contract. Epassi acts in this contractual relationship as the targeted payment instrument provider and invoicing party on behalf of the Service provider.
- 10.2 If the Customer has not signed a separate contract with the Service provider, the Customer authorises Epassi to conclude a contract on the use of the services in Epassi's wellbeing network between the Service provider and the Customer, while complying with service restrictions defined in the Customer remittance by the Customer. The said contract is established when the Customer starts using the Epassi Wellbeing benefit.
- 10.3 When the Employee uses the Employee benefit Payment instrument, the service restrictions and validity of the contract are available to the Service provider in connection with the payment transaction.
- 10.4 The Customer must report, for its own part, all the changes to these special conditions and operations of Epassi Wellbeing (e.g. change in the contact information). Epassi is not responsible for errors caused by any change notification failures. All changes can be made in the Service, on the Customer's own pages.

11 Validity of the Contract

- 11.1 The Contract is valid until further notice one (1) calendar year at a time starting from the entry into force of the Contract. A Party must terminate the Contract no later than three (3) months before the turn of the year if the contract period for the next year will not be implemented, otherwise the Contract will continue in force until the end of the following calendar year.

12 Termination of the Contract

- 12.1 The Contract is deemed to have been terminated and ended on the Customer's side if the Service is not used for two (2) consecutive calendar years. Any uploaded Balance will not be refunded after the termination of the Contract in accordance with this section and it is deemed to have expired on the same day when the Contract has been deemed to have been terminated and ended.
- 12.2 The Parties 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.
- 12.3 Epassi has the right to block the Customer's access to the Online service, remove the reports and other information, prevent the Customer's Employees from using the Employee benefit Payment instruments and from accessing the Service through the Mobile app when the period of notice has ended.
- 12.4 Epassi has the right to terminate the Contract with immediate effect if it is observed or suspected that the Service is used unlawfully or in a manner that may cause damage to Epassi.

13 Contract amendments

- 13.1 Epassi has the right to amend the Data Processing Contract, General Terms of Contract and its valid price list. Epassi informs the Customer of the amendments no later than two (2) months before the entry into force of the amendments. If the Customer does not approve the amendments, the Customer has the right to stop using the Service and terminate the Contract signed with Epassi with one (1) month period of notice.
- 13.2 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.
- 13.3 Epassi has the right to transfer the Contract to its Group companies without separate consent from the Customer. In addition, Epassi has the right to transfer this Contract further to a third party, including all the rights and obligations, in connection with a company restructuring or asset acquisitions without separate consent from the Customer.

14 Right of reference

- 14.1 Epassi has the right to use the name the Customer's company as its reference, unless the Customer expressly prohibits this in writing.

15 Intellectual property rights

- 15.1 Information saved in the Online service by the Customer belongs to the Customer. The intellectual property rights and other rights of the Service belong to Epassi. Thus, ownership rights are not transferred between the Parties with this Contract.

16 Confidentiality

- 16.1 The Parties undertake to keep confidential all information related to the Contract or information that has been marked as confidential information or that should be understood as confidential, unless otherwise provided in this Contract or valid legislation. The Parties have no right to disclose confidential information to a third party or use such information for purposes other than those mentioned in this Contract without written consent from the other Party. However, Epassi has the right to disclose such confidential information to its Group companies, possible subcontractors and the authorities.
- 16.2 The confidentiality obligation is valid during the validity of this Contract and two (2) years after the termination of the Contract, unless a longer confidentiality period is required by the legislation.

17 Limitations of liability

- 17.1 Epassi's liability for damage related to this Contract and these Terms of Contract is limited to a maximum of the aggregated amount of service fees collected from the Customer on the basis of the Contract within one (1) year if the damage has not been caused by an error concerning the Balance uploaded in the Service. Prices paid for the services and products to the Service providers are not included in the service fees.
- 17.2 Liability for all damage of both Parties related to this Contract and these Terms of Contract is limited to a maximum of the aggregated amount of benefits and service fees invoiced from the Customer on the basis of the Contract within one (1) year. Prices paid for the services and products to the Service providers are not included in the service fees. Neither Party is responsible for indirect or consequential damage caused to the other Party, unless the damage has been caused intentionally, by gross negligence or by breaching the confidentiality obligation.
- 17.3 Epassi is also not responsible for indirect or direct damage caused by unavailability of Epassi's Online service at a given time. In addition, Epassi is not responsible for damage caused to the Customer due to force majeure. Force majeure refers to unexpected events that neither Party could have reasonably anticipated or prevented. In cases of force majeure, the Parties undertake to do their best to fulfil their contractual obligations.
- 17.4 Epassi is not responsible for any matter beyond its control, such as the Epassi Payment instrument ending up in the possession of an unauthorised person due to a mistake, negligence or failure to comply with the instructions of the Customer or Customer's Employee. Epassi is not responsible for the Service provider's operations, products offered by them or the services, their availability, usability and quality nor any other damage caused by the operations of the Service provider.

18 Applicable legislation and dispute resolution

- 18.1 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 Customer's registered office.