



## GENERAL TERMS AND CONDITIONS

These general terms and conditions (the "**General Terms**") shall enter into force between Edenred Finland Oy, 00510 Helsinki, Business ID 1057825-2 ("**Edenred**") and the client (the "**Client**") or between Edenred and the Service Provider (the "**Service Provider**").

The Service Provider and Edenred or the Client and Edenred shall hereinafter in these General Terms be also referred to as a "**Party**" and jointly as the "**Parties**".

General Terms shall enter into force i) between Edenred and the Client after the Client has registered as a user of Edenred service and in connection with the registration, accepted the General Terms, after both Parties have signed the Agreement or, after the Client and Edenred's legal representative have verbally agreed on the usage of Edenred's services, ii) between Edenred and the Service Provider on the day appointed in the Service Agreement, after both Parties have signed the Agreement or, after the Service Provider and Edenred's legal representative have verbally agreed on the usage of Edenred's services.

### 1. SCOPE OF APPLICATION

These General Terms will, for the parts applicable, be applied to the contractual relationship of Edenred and the Client and Edenred and the Service Provider.

Unless specifically stated otherwise in the Agreement, the following order of priority applies to the contractual relationship between Edenred and the Client:

1. Service Agreement
2. General Terms (incl. the attached general terms and conditions applicable to Edenred Solutions and Edenred Voucher Service and Edenred Solutions' terms of use)
3. Price List and pay-by-use terms (the price list and invoicing terms in force from time to time will be published on the Website)

Items 1-3 shall jointly form the agreement between Edenred and the Client (the "**Agreement**").

Unless specifically stated otherwise in the Agreement, the following order of priority applies to the contractual relationship between Edenred and the Service Provider:

1. Service Agreement
2. General Terms (incl. the attached general terms and conditions applicable to Edenred Solutions and Edenred Voucher Service)
3. Price List (the price list and invoicing terms in force from time to time will be published on the Website)

Items 1-3 shall jointly form the agreement between Edenred and the Service Provider (the "**Agreement**").

### 2. DEFINITIONS

The following definitions are used in this Agreement:

'**Additional Service**' shall mean any additional service provided by Edenred, which Edenred offers to Service Providers of meal, sports and cultural services and/or public transportation travel ticket.

'**Beneficiary**' shall mean the holder of an Edenred Solution meaning the Client's employee who is, based on the agreement by the Client and Edenred,, entitled to utilise Vouchers and and/or Edenred Solutions.

'**Card(s)**' shall mean all Edenred's card-based solutions encompassed by the General Terms and the Agreement.

'**Client**' shall mean a company or entity registered in Edenred's Online service which has obtained a user ID to the Online Service along with a possibility of submitting orders for Edenred Solutions and/or Vouchers.

'**Edenred Account**' shall mean the user account into which the Beneficiary's information related to the Edenred Solution is recorded and where the usable value of the Edenred Solution is loaded.

'**Edenred Card**' shall mean the Beneficiary's personal Edenred Solution issued by PrePay Technologies Ltd, a company belonging to the Edenred Group, under a license granted by MasterCard International Incorporated. Edenred administers the Edenred Card that is valid in Finland and which may combine features of the Edenred Lounas and Edenred Virike Solutions.

'**Edenred Lounas**' shall mean the Beneficiary's personal Edenred Solution including MyEdenred Mobile issued by PrePay Technologies Ltd, a company belonging to the Edenred Group, under a license granted by MasterCard International Incorporated. Edenred administers the Edenred Lounas solution, valid in Finland and which may be used only to purchase prepared meals in Service Provider restaurants, cafeterias and other food establishments belonging to a limited network of food establishments that accept the Edenred Lounas solution.

'**Edenred Lounaseteli™**' shall mean the Beneficiary's personal Edenred Voucher valid in Finland and that may only be used to purchase prepared meals in Service Provider restaurants, cafeterias and other food establishments belonging to a limited network of food establishments that accept the Edenred Lounaseteli™ luncheon voucher as a means of payment.

'**Edenred and/or MyEdenred Mobile**' shall mean mobile application- and/or online-based Edenred Solutions. Edenred administers Edenred and/or MyEdenred Mobile Solutions valid in Finland and which include features of Edenred Lounas and Edenred Virike -solutions.



'**Edenred Solution or Edenred Solutions**' shall mean all present and future pre- and post-paid solutions issued and/or managed by Edenred, intended for the payment of employees' meals and/or sports- and/or cultural services as well as commutes. Currently, the vouchers referred to in General Terms are Edenred Lunch -cards, Edenred-cards, Edenred Virike -cards, Edenred Työmatka -cards and Edenred Mobile. Edenred Solutions may be used only in Service Providers' places of use for the purchase of products and services that are defined below and in the Edenred Solutions' terms of use.

'**Edenred Solutions' terms of use**' shall mean the Terms of Use annexed to the General Terms that are binding on the Beneficiary when using Edenred Solutions.

'**Edenred Työmatka**' shall mean the Beneficiary's personal Edenred Solution issued by PrePay Technologies Ltd, a company belonging to the Edenred Group, under a license granted by MasterCard International Incorporated. Edenred administers the Edenred Työmatka Solution that is valid in Finland and that may only be used to purchase commuting services from Service Providers belonging to a limited network of establishments that accept the Edenred Työmatka Solution.

'**Edenred Virike**' shall mean the Beneficiary's personal Edenred Solution including MyEdenred Mobile issued by PrePay Technologies Ltd, a company belonging to the Edenred Group, under a license granted by MasterCard International Incorporated. Edenred administers the Edenred Virike Solution, valid in Finland and that may only be used to purchase sports and/or cultural services from Service Providers belonging to a limited network of establishments that accept the Edenred Virike Solution.

'**Edenred Virikeseteli®**' shall mean the Beneficiary's personal value voucher, valid in Finland and that may only be used to purchase cultural and/or sports services from Service Providers belonging to a limited network that accept the Edenred Virike Solution.

'**General Terms**' shall mean these general terms and conditions which are a part of the Agreement between Edenred and the Client or Edenred and Service Provider.

'**Guidelines**' shall mean all rules, guidelines, regulations and other instructions given by Edenred to the Client, Service Provider and/or a Beneficiary from time to time and that relate to the use and functioning of Edenred Solutions and/or Vouchers such as instructions on technical details, instructions from banks that forward payment transactions and instructions published by authorities including the Finnish Tax Administration.

'**Maksuturva**' shall mean Maksuturva Group Oy, business ID:2121703-0

'**Merchant Agreement**' shall mean a separate Merchant Agreement, entirely independent from Edenred, between the merchant (Service Provider) and the recipient of payment transactions (the bank receiving the card transaction and/or other party providing payment solutions) regarding the receipt of card payments and which is not covered by the scope of General Terms and this Agreement.

'**Mobile Payments**' shall mean all mobile application and/or online-based payments encompassed by the General Terms and the Agreement.

'**Online Service**' shall mean any application offered by Edenred allowing the Client, Service Provider or Beneficiary to manage their Edenred Solution or matters or orders pertaining thereto.

'**Payer**' shall mean a company or entity that has made a pre-payment for the Edenred Solution and/or Vouchers ordered by the Client (either the Client itself, or, for example, its parent company, accounting entity or other third party).

'**Payments**' shall mean the price of Edenred Vouchers and/or Edenred Solutions in accordance with their nominal value, along with delivery-, service-, and other charges set forth in Edenred's service price list in force from time to time.

'**(Service) price List**' shall mean the price lists for the solutions issued by Edenred or for the Additional Services provided by Edenred. The price lists and invoicing terms in force from time to time are published on the Website or separately in writing. Service fees may vary depending on the Edenred Solution.

'**Service Provider**' shall mean any service provider, company and/or an entrepreneur that has entered into a Service Agreement with Edenred and is consequently authorized to approve certain Edenred Solutions and/or Vouchers as a payment for offering specified products or services.

'**Usable Value**' shall mean a value loaded into the Edenred Solution that yet remains to be used. Usable Value loaded into the Edenred Solution must be used within twenty-four (24) months from the time of loading or by the time defined by the Client.

'**Voucher(s) or Edenred Voucher**' shall mean all present and future voucher- and/or digital solutions issued by Edenred and which are in force for a marked period of time and paid in advance and which purpose is the payment of a Beneficiary's meal-, sports- and/or cultural services and/or a commuting benefit. Currently, the vouchers referred to in General Terms are Edenred Lounas Value Voucher (Edenred Lounasseteli™) and Edenred Virike Value Voucher (Edenred Virikeseteli®) and in addition, Edenred Lunch -cards, Edenred-cards, Edenred Virike -cards, Edenred Työmatka -cards and Edenred Mobile. Vouchers may be used only in Service Providers' places of use for the purchase of defined products and services.

'**Website**' shall mean Edenred's website at the address [www.edenred.fi](http://www.edenred.fi).

### 3. BACKGROUND AND PURPOSE

These General Terms set out the conditions subject to which i) Edenred delivers and Client orders Edenred Solutions for the Beneficiaries, as well as other general terms and conditions applicable to the Agreement and terms that apply to the approval of Edenred Solutions and/or Vouchers as a payment for meal-, sports- and cultural services and public transportation travel tickets, and ii) the Service Provider undertakes to approve all Edenred Solutions and/or Vouchers as a payment for meal-, sports- and cultural services and public transportation travel tickets bought by the Client from the points of sales defined in the Agreement.

The utilisation of Edenred Solutions and/or Vouchers must take place in compliance with authority decisions and guidelines in force from time to time, including the decisions and guidelines of the Finnish Tax Administration. The Client and the Service Provider warrant that they are aware of the



Guidelines and the fact that limitations set forth in Guidelines and amendments thereof may impact the use of Edenred Solutions and/or Vouchers and the services provided by Edenred based on this Agreement.

The Client is solely liable to ensure that Beneficiaries are aware of the content of the Guidelines and their impact on the use of Edenred Solutions.

#### **4. GENERAL OBLIGATIONS OF THE SERVICE PROVIDER**

Pursuant to the Agreement, the Service Provider shall have the right and obligation to accept all Edenred Solutions and/or Vouchers as payment for the meal, sports and cultural services and/or public transportation travel tickets offered by it. Service Providers who currently do not have card payment terminals in use, shall have the right and obligation to accept Vouchers and/or Mobile Payments as payment for the services provided by them. Edenred undertakes to notify the Service Provider of any changes to its Edenred Solution selection and/or Vouchers on its Website.

The Service Provider undertakes to accept Edenred Solutions and/or Vouchers only as payment for meal, sports and cultural services and/or public transportation travel tickets in accordance with the Agreement between the Service Provider and Edenred. The Service Provider may not exchange Edenred Solutions and/or Vouchers into cash or give any change for same. Edenred Solutions may not be accepted as payment for alcohol, tobacco, groceries or other goods or services to which the tax regulations applicable to Edenred Solutions and/or Vouchers do not apply. Edenred Solutions are personal.

The Service Provider undertakes to comply with all Guidelines provided to it by Edenred or a third party from time to time. Edenred shall provide the Service Provider with separate instructions regarding the utilisation of targeted Edenred Solutions.

When accepting Edenred Solutions, the Service Provider undertakes to comply with rulings of the Finnish Tax Administration on fringe benefits and the utilisation of targeted Edenred Solutions in force from time to time and with other authority regulations. The valid applicable tax guidelines are available on the Website. The Service Provider understands and accepts that only such services that from time to time belong to the benefit's scope may be paid with Edenred Solutions and/or Vouchers.

The Service Provider undertakes to identify and verify the identity of a holder of an Edenred Solution in accordance with the Guidelines.

The Service Provider undertakes to act in compliance with all existing Guidelines including guidelines on the utilisation of targeted Edenred Solutions and, to instruct its personnel to comply with the aforesaid.

The Service Provider may not charge any additional fee from the Client for the use of Edenred Solutions and/or Vouchers and may not put them into an unequal position in comparison with other payment methods. Edenred is not be liable for any possible damage caused by the use of services paid with Edenred Solutions and/or Vouchers.

The Service Provider has a right and obligation to use Edenred's trademarks only in accordance with the instructions issued by Edenred to indicate that the Service Provider accepts Edenred Solutions and/or Vouchers as a payment method.

Edenred is entitled to utilise the Service Provider's name and logo in the marketing of Edenred Solutions and/or Vouchers.

#### **5. ORDERING OF EDENRED SOLUTIONS**

The Client may order Edenred Solutions and submit a request to Edenred on a loading of Usable Value by signing into its user account on the Website.

In connection with ordering Edenred Solutions, the Client gives out contact person information to Edenred.

If pay by usage -invoicing applies to the Edenred Solution, in connection with ordering Edenred Solutions, the Client informs Edenred also on the solution-specific amount of the benefit after which the limits of Usable Value are defined per a Beneficiary. Loading of Edenred Solution activates automatically and without separate measures the granting of the benefit. For the sake of clarity, it is stated that, the pay by usage -invoicing requires that the Client pays to Edenred an advance deposit in accordance with the price list in force from time to time.

Upon the Client's request, Edenred loads the amount defined by the Client into the Beneficiary's Edenred account, in accordance with the terms and conditions of this Agreement. Edenred Solutions' Terms of Use applicable to the use of each specified Edenred Solution are annexed to the General Terms. The latest versions of the Edenred Solutions' Terms of Use are available on the Website.

Persons authorised by the Client manage the Client's user account by using username and password delivered by email to the address designated in the client details. Edenred shall process only such orders and loading requests that have been received from a legal representative of the Client or from a person holding an appropriate authorization given by the Client in accordance with this Agreement. Edenred aims to process requests for the loading of Usable Value within one (1) day, and to deliver the Edenred Solutions within ten (10) working days from the date of the order.

The Client undertakes to provide Edenred with all necessary information regarding the Beneficiary. The Client is liable for the correctness of information it has provided on the Beneficiary and for the Beneficiary's status as an employee of the Client. Edenred Solutions shall be delivered to the address given by the Client's contact person in the Online Service. Edenred reserves a right to refrain from granting a new or replacing Edenred Solution to a person designated by the Client without providing any reason.

If the Client belongs to the meal by agreement's scope of application, in connection with ordering an Edenred Solution, the Client i) chooses from Edenred's list of Service Providers such service providers from which the Client shall acquire services and/or in which the Client shall utilise Edenred Solutions, and ii) authorizes, when choosing service providers in accordance with what has been stated above in point i), Edenred to, on behalf of the Client, conclude and manage an agreement which is entered into with service providers designated by the Client for the purpose of producing a service to the Client. For the sake of clarity, it is stated that despite the Client belonging to the meal by agreement's scope of application, the Beneficiary is entitled to use Edenred Solutions also in other Service Providers in addition to such service providers that have been chosen to belong to the meal by agreement's scope of application.



## 6. SERVICE PROVIDER AND ACCEPTANCE SERVICE OF VOUCHERS, CARDS AND MOBILE PAYMENTS

The Service Provider undertakes to process Vouchers, Edenred Solutions, Cards and/or Mobile Payments received and accepted by it in accordance with the Guidelines.

When accepting a Voucher, the Service Provider must ensure that it is valid in accordance with the term of validity indicated therein and that the Voucher is intact, unused and authentic.

In order to process card payments, the Service Provider needs to have a payment terminal which is connected to MasterCard/Maestro payment system. A holder of an Edenred Card must show Edenred Card to the Service Provider prior to the purchase- and/or card transaction which is processed and verified in accordance with the Merchant Agreement between the Service Provider and the bank receiving the card transaction and which does not belong to this Agreement's scope of application.

The Service Provider may not accept a payment transaction which cannot be verified in online status by the recipient of the payment transaction in case such an immediate verification is necessary. The Service Provider warrants and shall be liable for ensuring that the sum charged from the Cards always corresponds with the service provided to the cardholders. The Service Provider shall pay its bank or its other contractual partner a customary merchant fee for transmitting the payments made by using the Cards based on such contractual parties' separate agreement. Under no circumstances shall Edenred be liable for payments that are based on agreements to which it is not a party.

Edenred is entitled to request from the Service Provider a proof of a single or several purchase transactions for the purposes of investigating cardholders' claims. Edenred reserves a right to refrain from accepting such payment transactions made with Edenred Solutions that are erroneous or illegal, void or in violation with the Agreement, or that have been made using a counterfeit or expired Edenred Solution.

In order to be able to process Mobile Payments, the Service Provider needs a functioning Internet connection. Monitoring of Mobile Payments takes place by means of logging into the Online Service. Mobile Payment transactions are processed and verified by PrePay Solutions Ltd ("PPS"), a company belonging to the Edenred group. Edenred reimburses the received Mobile Payments to the Service Provider in accordance with the valid reimbursement schedule. The valid reimbursement schedule is published in the Online Service or separately on the Website.

The Service Provider shall be liable for the safe delivery of Vouchers to Edenred. Edenred reimburses to the Service Provider the nominal value of Vouchers that the Service Provider has delivered to Edenred pursuant to the Agreement and processed in accordance with the Guidelines.

Edenred deducts from the Vouchers' nominal value, invoices from the Service Provider and/or deducts from the reimbursement to the Service Provider a service fee charge in accordance with its price list in force from time to time. Edenred's invoicing payment term is net fourteen (14) days. Service price list in force from time to time is published on the Website. Fees may vary depending on the Edenred Solution and/or Voucher. Other possible charges and fees, terms of payment and terms of invoicing will be defined on the Website or separately in writing. Any possible fees charged for the use of Cards shall be determined based on a separate Merchant Agreement.

Edenred is entitled to deduct a service fee charge set forth in its price list for Vouchers that have been processed in violation with the Agreement and/or Guidelines. In addition, Edenred is entitled to, instead of using rights of termination as per this Agreement or in addition to them, refrain entirely or partly from reimbursements made to the Service Provider for such parts that Vouchers have been processed or delivered in violation with the Agreement and/or Guidelines and also, in consequence of payment defaults by the Service Provider.

The Service Provider must ensure that Edenred has received i) Lounas Value Vouchers at the latest within fifteen (15) days from the expiration of the term of validity marked to the vouchers (i.e. by 15<sup>th</sup> of January), and ii) Virike Value Vouchers by the last working day of the February following the expiration of the term of validity marked to the vouchers. Lounas- or Virike Value Vouchers received after the said dates shall not be reimbursed to the Service Provider.

The Service Provider undertakes to promptly verify that the amounts reimbursed to the Service Provider by Edenred correspond with the nominal value of the Value Vouchers (deducted with Edenred's service fee) delivered and declared by the Service Provider to Edenred. The Service Provider is liable to verify the information on Vouchers' settlement form before sending the form to Edenred. The Service Provider undertakes to immediately and, at the latest within thirty (30) days from the date of reimbursement to notify, with a written claim letter, on any possible discrepancies in the amounts of Edenred's reimbursements and the amounts of Voucher payments received by the Service Provider. Edenred is not liable for such reimbursement amount discrepancies that have been claimed after the aforesaid time.

The Service Provider undertakes to verify that Edenred has received and paid the reimbursement on time. In case the Service Provider has not received payment for a reimbursement submitted by it, the Service Provider undertakes to give Edenred a notification on an unpaid reimbursement in writing at the latest within twenty-one (21) days of the date the Vouchers were sent to Edenred. Edenred is entitled to require and the Service Provider is obligated to deliver to Edenred necessary proof for the purposes of investigation work regarding to the unpaid reimbursement ("**Collaboration Obligation**"). In case the Service Provider fails to produce the required proof within seven (7) days from the request, the Service Provider shall be deemed to be in breach of the Collaboration Obligation in which case Edenred is not obligated to continue its investigation work. Edenred is not liable for such unpaid reimbursements that the Service Provider announces after the aforesaid period of time or related to which the Service Provider fails to comply with the Collaboration Obligation.

## 7. USER ID AND PASSWORD

The Client, the Beneficiary and the Service Provider are solely and separately responsible for the use and confidentiality of Edenred's services' user ID and password. The user ID and password are be strictly confidential and must not be disclosed to any third parties. The Client, the Beneficiary and the Service Provider are liable for all use occurring under the user ID and password and orders and/or amendments made based on them until Edenred has been requested in accordance with this Agreement to block access to the user account.

The Client, the Beneficiary and the Service Provider must immediately notify Edenred in accordance with this Agreement, if the Client, the Beneficiary or the Service Provider detect unauthorized signing into the user account, if the user ID or password has become to the knowledge of a third party or has been lost or, if the user ID and password must be changed or deactivated for any other reason.



## **8. USAGE RESTRICTIONS**

Edenred has a right to temporarily restrict the use of Edenred Solutions or Edenred services at any time or, to prevent the same permanently, in case Edenred has a justified reason to suspect that the Client, the Beneficiary and/or the Service Provider use the Edenred Solution or Edenred services in violation with terms and conditions.

The Client may restrict the utilisation of the Edenred Solution in case it has negotiated with Edenred on an exceptional usage restriction of Edenred Solution or Edenred services.

## **9. UPDATE AND MAINTENANCE**

Edenred has a right to interrupt the use of the service, without it leading to a liability for damages towards the Client, the Beneficiary or the Service Provider, if it is necessary due to maintenance, repair or development of the services or, if there is another justified cause for the interruption. To the extent possible, Edenred shall inform the Client, the Beneficiary or the Service Provider in advance on service interruptions.

Taken into consideration the development of the field and company operations, Edenred has a right to alter the services regarding the acceptance of Edenred Solutions, Online Services and Additional Services and their means of execution however so that the total service level will not decrease. In addition, Edenred is entitled to alter the service if it is consequential to a law, regulation, authority regulation or decision.

## **10. INFORMATION GIVEN TO EDENRED AND NOTIFYING ON CHANGES**

The Client, the Beneficiary and/or the Service Provider are solely and separately liable for the correctness of information given to Edenred and Edenred is not obligated to confirm or complement provided information.

In case of the Client's, the Beneficiary's and/or the Service Provider's information and/or circumstances change in a way which may impact the Parties' Agreement or the service provided by Edenred (incl. changes in contact details and changes in Beneficiaries and/or solvency), the Client, the Beneficiary and/or the Service Provider are responsible to notify Edenred on such changes without delay. Changes must be notified either in a Website's applicable form or through the Online Service.

## **11. EDENRED'S COMMUNICATION WITH THE CLIENT, THE BENEFICIARY AND THE SERVICE PROVIDER**

Edenred provides the Client and the Service Provider with notices related to the Agreement and the service provided by it in the Online Service or on the Website or by email or mail to the address given out by the Client and the Service Provider to Edenred, the postal services or authorities.

The Client and the Service Provider shall be deemed to have received and understood the notices provided by Edenred at the latest on the seventh (7) day from the delivery or mailing of the notice.

Edenred may issue notices to the Beneficiary relating to the service offered by it and it may support the deployment of the service by email, SMS, on the Website or in the Online Service intended for the Beneficiaries. Via the Online Service, the Beneficiaries may also monitor and manage their Edenred Solution and matters or orders pertaining thereto.

## **12. EDENRED SOLUTIONS' VALIDITY AND USABLE VALUE**

Edenred Solutions shall remain in force for twenty-four (24) months from the ordering Edenred Solution. If the use of Edenred Solution should continue after the term of validity or in case the Beneficiary needs a replacing Edenred Solution as a replacement of a damaged, lost or stolen one, the Client must order a new Edenred Solution for the Beneficiary. Edenred charges the Client for a renewal in accordance with its price list in force from time to time. The terms of validity and price lists may vary depending on the Edenred Solution in question.

The Usable Value loaded into an Edenred Account shall remain in force for twenty-four (24) months from the loading of the useable value. The Beneficiary cannot use any unused Usable Value after the expiration of the term of validity. If the Beneficiary's employment relationship with the Client terminates, the Client decides to remove the Beneficiary from the scope of the benefit or the Client terminates the Agreement with Edenred, the Usable Value of the Edenred Account expires within thirty (30) days from the Client's notification to Edenred. Under no circumstances shall Edenred reimburse any unused Usable Value on the Edenred Account to the Client or the Beneficiary except for the parts that the funds in question have been loaded into Edenred Virike account.

Funds loaded into the Edenred Virike account shall be reimbursed to the Client, upon its request, after the twenty-four (24) months' term of validity has expired. For the purposes of the reimbursement, the Client must confirm payment details to Edenred within six (6) months from the date of Edenred's notification. As soon as technically possible, the funds will be reimbursed but only to Clients that have confirmed the payment details. The reimbursement fees and restrictions in force from time to time have been specified in the price list and/or on the Website. In case the Agreement between the Client and Edenred terminates, any remaining Usable Value and Usable Value that expires during the calendar month in question shall not however be reimbursed.

The maximum amounts of Edenred Solutions' Usable Value and other limitations are determined based on the limits defined in Finnish Tax Administration's guidelines from time to time. Edenred Solution's Usable Value cannot be assigned to another Beneficiary or a third party. Edenred Account's Usable Value cannot be exchanged into cash and no change is given for it in connection with a payment.

## **13. PAYMENTS**

The Client and the Service Provider undertake to pay to Edenred during the term of validity of this Agreement the payments specified in this Agreement and/or on the Website.



In case the Client or the Service Provider fail to make a payment that is due, without committing to any other available right or remedy, Edenred is entitled to postpone the fulfilment of its own performance until such a payment has been made. In addition, Edenred is entitled to i) obligate the Client or the Service Provider to pay late payment interest in accordance with the Finnish Interest Act for the outstanding amount as of the date following the due date until the day on which the payment has been made in full, and ii) declare the Agreement as void if the Client or the Service Provider has not paid the outstanding amounts within thirty (30) days from Edenred's written notification on the payment of outstanding amounts to the Client or the Service Provider.

#### **14. DATA PROCESSING**

The Parties understand that producing of Edenred Solution and fulfilling obligations under the Agreement and these General Terms require processing of personal data and its transfers between the Parties.

Both Parties undertakes to process and safeguard the personal data of the Beneficiaries in accordance with the applicable regulations and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation or 'GDPR'), it being understood that the data transfer between the Client and Edenred must be considered to be a data transfer between different data controllers, each of whom remains responsible for their own processing and that Edenred is only responsible for processing the personal data of the Beneficiary from the moment when it receives the data from the Client.

Edenred informs on its processing of personal data in Edenred's privacy notice which is available on the Website.

#### **15. INTELLECTUAL PROPERTY RIGHTS**

Edenred and/or third parties shall own the Edenred Solutions and all intellectual property and other rights pertaining thereto, along with all the trademarks and other intellectual property rights belonging to Edenred. None of the aforesaid rights are transferred to the Client, the Beneficiary and/or the Service Provider with the Agreement but instead, the Agreement only entitles the Client, the Beneficiary and/or the Service Provider to use the Edenred Solution in accordance with the Agreement (incl. annexes) applicable from time to time.

#### **16. CONFIDENTIALITY**

The Parties undertake to maintain confidential all information related to the Agreement, personal data and/or marked or indicated as confidential or which should be understood as confidential, unless otherwise provided in this Agreement or valid legislation. A Party is not entitled to disclose confidential information to any third party, or to use such information for any purpose other than what is set forth in this Agreement without a prior written consent of the other Party. To the extent necessary, Edenred has a right to disclose confidential information to its group companies, subcontractors and MasterCard International Incorporation and/or authorities. The confidentiality obligation shall remain in force for the duration of this Agreement and for three (3) years after its expiration unless a longer confidentiality period is required under applicable legislation.

#### **17. LIABILITIES**

Edenred shall deliver the Client and/or the Beneficiary the Vouchers and/or Edenred Solutions with which the Client and/or the Beneficiary may purchase from Service Providers such employee benefits that are defined in the applicable General Terms. The Client and/or the Beneficiary are solely liable for the use of the Vouchers and/or Edenred Solutions. Edenred is not be liable for a loss or theft of the Vouchers or Edenred Solutions or for any other factor falling beyond its control.

In relation to the holders of Vouchers and/or Edenred Solutions and third parties, the Service Provider is liable for providing meal-, sports and cultural services and/or selling public transportation travel tickets and for all other services provided by the Service Provider and related obligations and/or damages caused by the aforesaid.

Under no circumstances shall Edenred be liable for the actions of the Service Provider, for products or services provided by it including their availability, usability and/or quality thereof or for any damage caused by the Service Provider or for any other factor related to the Service Providers. The Client and the Beneficiary are obligated to independently ensure that all claims towards the Service Provider are presented directly to the Service Provider.

In case of a breach of contract, the Service Provider is obligated to pay to Edenred all damages caused in consequence of the contractual breach in their full amount.

The Client's and/or the Beneficiary's liability for damages towards Edenred is limited to a sum equivalent to the amount of service fees paid during twelve (12) months period preceding the claim for compensation.

Edenred's liability for faults and/or delays of services under the General Terms is limited to Edenred's liability to ensure functionality of Edenred Solutions and/or to repair noted faults.

Under no circumstances will a Party be liable for indirect or consequential damages or loss caused to another Party such as loss of profit, market shares, turnover, business, production or goodwill.

Liability limitations under this Clause 17 do not apply to damage caused wilfully or with gross negligence.

#### **18. FORCE MAJEURE**

Neither Party shall be liable for any delay or a failure to fulfil obligations under this Agreement if it is caused by a Force Majeure event.



A Force Majeure event shall be deemed to comprise of an event occurring after the conclusion of the Agreement, being an unforeseen event beyond control of the Parties of which the Parties were not aware, which the Parties are not able to influence and which prevents or precludes the fulfilment of obligations under the Agreement. Such events include inter alia fire, natural disaster, mobilisation, war, currency restrictions, import and export restrictions, authority-imposed quarantine, strike, lock-out, cyber-attack, disruptions in or failure of telecommunication connections or payment terminal connection difficulties.

## **19. VALIDITY OF THE AGREEMENT**

This Agreement enters into force i) between Edenred and the Client after the Client has registered as a user of Edenred service and in connection with the registration, accepted the General Terms or after both Parties have signed the Agreement, ii) between Edenred and the Service Provider, on the day defined in the Service Agreement or after both Parties have signed the Agreement. This Agreement is in force until further notice.

A Party is entitled to terminate this Agreement in writing subject to a notice period of thirty (30) days.

Edenred's service shall close within thirty (30) days of the termination of the Agreement. Edenred has a right to block access to the Online Service, to delete reports and other data, to block the Beneficiaries use of Edenred Solutions and access to Online Service after the thirty (30) days' notice period has expired.

The Service Agreement shall be deemed as expired if the Client has not placed an order during the twenty-four (24) month period preceding the time of expiration.

A Party shall have a right to cancel this Agreement in writing to expire with immediate effects, if:

- a) the other Party has breached the terms and conditions of this Agreement and has failed to remedy such a contractual breach within thirty (30) days from the day on which it received a written notice from the other Party; or
- b) a bankruptcy or corporate restructuring proceeding application is filed towards the other Party or it is placed in liquidation or is otherwise found insolvent or, in case all of the Client's or Service Provider's assets or a substantial part thereof is transferred into a possession of third party.

Edenred has a right, without justifying its decision, to cancel the Agreement to expire with immediate effects, in case there is a cause to suspect that the service or service-related Edenred Solutions and/or Vouchers are being used unlawfully or in a manner which may cause damage to Edenred.

## **20. OTHER TERMS**

### **20.1. Agreement amendments**

Edenred has a right to unilaterally amend the terms and conditions of the Service Agreement, General Terms (incl. annexes), this Agreement and/or Edenred's price lists. Edenred notifies the Client or the Service Provider on the amendments in accordance with Clause 11 at least thirty (30) days prior to the day on which the amendments enter into force.

In case the Client or the Service Provider does not accept the amendment, the Client or the Service Provider is entitled to terminate the Agreement so that it expires on the day on which the amendments enter into force by giving a written notice to Edenred. If the Client or the Service Provider has not used its aforesaid specific right of termination before the amendment enters into force, the Client or the Service Provider is deemed to have accepted the amendments in consequence of which the Agreement is binding on the Client or the Service Provider in its amended form. The Client or the Service Provider will not however have the aforesaid specific right of termination, if the amendment by Edenred is consequential to law, regulation, authority regulation or decision.

Edenred has a right to update and publish terms of use and Guidelines which are immediately binding by informing the Client, the Beneficiary and/or the Service Provider on them through the Website.

This Agreement replaces all possible prior agreements between the Parties that fall to this Agreement's scope of application.

### **20.2. Assignment of rights**

Edenred has a right to assign its rights and obligations under this Agreement without the Client's or Service Provider's prior approval to a company or another entity belonging to the same corporate group as well as in connection with a transfer of business, to a company or another entity which is the recipient of business operations.

The Client or the Service Provider shall not have a right to assign any rights and obligations under this Agreement without Edenred's written consent.

### **20.3. Invalidity of terms**

In case one or several terms of this Agreement are deemed as void or unenforceable, this shall not for any other parts affect the applicability or validity of this Agreement.

### **20.4. Prevailing language and agreement version**

This Agreement has been drafted both in Finnish and in English. In case there are any discrepancies or contradictions between the Agreement's language versions, the Finnish language version shall prevail and be the decisive version.



This Agreement's (incl. annexes) version in force from time to time can be found on the Website. In case there are any discrepancies or contradictions between the versions, the version on the Website shall prevail and be the decisive version.

**20.5. Governing law and dispute resolution**

This Agreement shall be governed by the laws of Finland. Any disputes arising from this Agreement shall be resolved in the Helsinki District Court as a first instance.





## **EDENRED SOLUTIONS' AND EDENRED VOUCHER -SERVICE'S GENERAL TERMS**

These Edenred Solutions' and Edenred Voucher -service's general terms are part of Edenred's General Terms and become applicable by and between Edenred and the Client.

### **1. EDENRED ONLINE SERVICE**

The Edenred Online Service is a service intended for companies and other entities acting as employers in which the Client grants its Beneficiaries a meal benefit with which meals may be purchased, a benefit allocated to sports and cultural services and/or a benefit related to commutes and, orders an Edenred Solution and/or Vouchers from Edenred. With the Edenred Online Service, the Client, the Service Provider or the Beneficiary may manage their Edenred Solution and related matters and orders.

### **2. ORDERING AND PAYMENT OF EDENRED SOLUTIONS AND/OR VOUCHERS**

When submitting the first order, the Client must register into the Online Service. After registration, Edenred will provide the Client with a user ID, which can be used to log into the Online Service, where Edenred Solution and/or Vouchers are ordered and where the Payer effects Payment to Edenred's account.

In addition to the nominal value of the ordered Edenred Services and/or Vouchers, Edenred shall also charge delivery-, service-, and other fees set forth in Edenred's price list and in force from time to time. The price list shall be published on the Website. Such Payments shall be charged i) in accordance with the Client's order, or ii) if the Client has not, in connection with the so called digital order, specified which individual Edenred Solutions and/or Vouchers are included into the order, initially in accordance with Edenred's Client's price list's lowest pay range in force from time to time after which 3<sup>rd</sup> section of this Term 2 is applied to the order.

In relation to the abovesaid alternative ii), if the Client later on allocates the discharged Payment to Edenred Solutions and/or Voucher -products so that in consequence: a) the order includes more valuable Edenred Solutions and/or Voucher -products than for which the Client has initially been charged for in the form of Payments, the Client is responsible to make an additional payment to Edenred in the amount corresponding with the remainder of the final and allocated order and the Payment (incl. delivery-, service-, and other fees) defined in accordance with the price list in force from time to time and the Payment the Client has discharged in connection with its initial and unallocated order; b) the order includes, in value and number, a lesser amount of Edenred Solutions and/or Edenred Voucher -products than for which the Client was initially charged for in the form of Payments, an overpayment can be reimbursed to the Client by taking out the following fees, as per the Edenred price list in force from time to time, from the reimbursement before it is paid to the Client i) the lowest pay range service fee which was initially made in accordance with 2<sup>nd</sup> section of this Term 2 (i.e. the service charge already discharged by the Client will not be reimbursed), and ii) the overpayment's reimbursement fee.

In addition to a traditional reference payment, the Payer may also effect Payments in the Online Service using a credit card or through an online banking via the eMaksut -payment service. Online banking icons of all Finnish banks are available to the Payer. The eMaksut -payment service is provided by Maksuturva in collaboration with banks and financial institutions. The recipient of the payment is Maksuturva. The utilisation of eMaksut -payment service does not require any additional registration or payment of additional fees. Maksuturva is licensed as a payment institution by the Finnish Financial Supervisory Authority. All money transmissions and payment traffic are SSL-protected, which entails that third parties are not able to see the Client/Payer details.

If the Payment effected by the Payer falls short of the value of the Edenred Solutions and/or Vouchers ordered by the Client added with fees charged for them in accordance with the price list in force from time to time, Edenred has a right to reduce the amount of the delivery to the closest amount corresponding with the Payment and to reimburse the difference to the Payer. Edenred shall not deliver a number of Edenred Solutions and/or Vouchers that exceed the ordered amount, but rather reimburses the excess amount of Payment to the Payer, unless otherwise agreed with the Client. Alternatively, abovesaid 2<sup>nd</sup> and 3<sup>rd</sup> sections of this Term 2 shall be applied to the so called digital orders.

An order of Edenred Solutions and/or Vouchers is at all times binding. If the Client has, in connection with placing the Edenred Solution and/or Voucher order, specified which Edenred Solutions and/or Vouchers are included into the order, Edenred Solutions and/or Vouchers cannot later on be returned or exchanged for Edenred Solutions and/or Vouchers of different value or type. In relation to the so called digital orders it is however stated that, if the Client has not, when placing the order, specified which individual Edenred Solutions and/or Vouchers are included into the order and the Payments have not yet, in connection with the order, been allocated to Edenred Solutions and/or Voucher -products, the Client is entitled to notify at a later stage on the order's final content, i.e. to which Edenred Solutions and/or Voucher -products the Payment is allocated to.

Edenred shall under no circumstances reimburse the Client for any unused usage value of expired Edenred Solutions and/or Vouchers.

### **3. DELIVERY OF EDENRED SOLUTIONS AND/OR VOUCHERS**

Edenred is not obligated to deliver Edenred Solutions and/or Vouchers before it has received full Payment for them in the bank account designated in the Online Service from time to time.

Edenred Solutions and/or Vouchers shall be delivered to the address designated by the Client in connection with the registration or at a later stage in accordance with the delivery method included in the selection, unless another delivery method has been agreed upon



with the Client against an additional compensation. The delivery shall be addressed to the Client's street address located in Finland in which the delivery shall be handed over to a person designated by the Client or to a representative of the company against verification of identity.

The Client is obligated to notify Edenred on the delivery address valid from time to time and the up-to-date details of a recipient of the Edenred Solution and/or Voucher orders in accordance with the General Terms.

Edenred's liability for the transportation shall cease immediately after the Edenred Solutions and/or Vouchers have been handed over to the Client or the Client's freight carrier.

The Client undertakes to give notice to Edenred, immediately and at the latest within thirty (30) days from the time when Edenred Solutions and/or Vouchers have been delivered to the Client or the Client's freight carrier, on any possible deviations in the delivered Edenred Solutions and/or Vouchers or in their amount. A notice on Edenred Solutions and/or Vouchers omitted from the delivery shall be accepted only, if i) at the time of receiving the delivery, the Client has inspected the delivery and stated it as unharmed, and ii) Edenred Solutions and/or Vouchers included into the order have not been distributed to the Beneficiaries. In case the delivery is damaged, the Client must decline from its receipt.

#### 4. UTILISATION OF EDENRED SOLUTIONS AND/OR VOUCHERS

Utilisation of Edenred Solutions and/or Vouchers must be in compliance with authority decisions and guidelines in force from time to time, including the decisions and guidelines of the Finnish Tax Administration. The Client warrants that it is aware of the authority decisions and guidelines mentioned herein, as well as of the fact that the consequential limitations and their amendments may impact the utilisation of Edenred Solutions and/or Vouchers and the services provided by Edenred under the General Terms. The Client is liable to ensure that the Beneficiaries are aware of the content of authority decisions and guidelines and of their impact to the utilisation of Edenred Solutions and/or Vouchers.

It is specifically stated that:

The Beneficiary may utilise the nominal value of an Edenred Lounaseteli™ luncheon voucher or Edenred Lounas Card for a payment of a meal, either partly or in full, at a Service Provider. A Service Provider may accept an Edenred Lounaseteli™ luncheon voucher or a payment made with an Edenred Lounas Card only as a payment for a meal.

The Beneficiary may utilise the nominal value of an Edenred Virikeseteli® recreational voucher or Edenred Virike Card for payment, either partly or in full, at a Service Provider that offers sports or cultural services. A Service Provider may accept an Edenred Virikeseteli® recreational voucher or a payment made with an Edenred Virike Card only as payment for sports and cultural services.

Edenred Solutions and/or Voucher may not be used to purchase alcohol, tobacco, groceries or other commodities. Edenred Solutions and/or Voucher shall not be exchanged into cash and no change is given for same. Also, Edenred Lounaseteli™ luncheon voucher or a payment made with an Edenred Lounas Card cannot be exchanged into a meal voucher or other remuneration utilised within the Service Provider.

Service Providers accepting Edenred Solutions and/or Vouchers from time to time can be identified from Edenred stickers or other comparable identifiers placed in the vicinity of entrance and/or point of payment or another visible location.

**Edenred Solutions and/or Vouchers can be used in accordance with the included validity markings and terms applicable to each product. However, the Usable Value loaded into the Edenred Solution must be used within twenty-four (24) months from the time of the loading or until the time defined by the Client. Service Providers are not entitled to accept Edenred Solutions and/or Vouchers as a payment method after the aforesaid validity has expired. Edenred shall not reimburse or exchange expired Edenred Solutions and/or Vouchers to new ones. Employees cannot return to Edenred such Edenred Solutions and/or Vouchers they have received from the Client.**



## EDENRED SOLUTIONS' TERMS OF USE

These Edenred Solutions' Terms of Use are a part of Edenred's General Terms and become applicable by and between Edenred and the Beneficiary.

**Terms of Use shall apply to the Beneficiary's rights and obligations that relate to the use of Edenred Solution. Please read the Terms of Use carefully before taking the Edenred Solution into use. Activation and taking into use of Edenred Solution will be deemed as an acceptance of these Terms of Use. Activation and taking into use of Edenred Solution do not form an agreement between Edenred and the Beneficiary.**

Terms of Use in force from time to time can be found on the Website. Terms of Use are dependent on the Client Agreement by and between the Employer and Edenred and the General Terms applicable to it. For the parts applicable, General Terms shall form a part of these Terms of Use.

The Beneficiary may view the Terms of Use and personal data related to the Edenred Solution and also, manage the Edenred Account on the Website and/or Online Service.

In these Terms of Use:

'**Beneficiary**' shall mean the holder of the Edenred Solution meaning the Client's employee who is, based on the agreement by the Client and Edenred, entitled to utilise Vouchers and and/or Edenred Solutions.

'**Company**' shall mean the Beneficiary's Employer who is a Client of Edenred.

'**Client**' shall mean a company or entity registered in Edenred's Online service and obtained a user ID to the Online Service along with a possibility of submitting orders for Edenred Solutions and/or Vouchers.

'**Employer**' shall mean the Beneficiary's Employer who is a Client of Edenred.

'**Online Service**' shall mean any application offered by Edenred allowing the Client, Service Provider or Beneficiary to manage their Edenred Solution or matters or orders pertaining thereto.

'**Service Provider**' shall mean any service provider, company and/or an entrepreneur that has entered into a Service Agreement with Edenred and is consequently authorized to approve certain Edenred Solutions and/or Vouchers as a payment for offering specified products or services.

'**Terms of Use**' shall mean these terms of use of the Beneficiary as they are in force from time to time.

'**Usable Value**' shall mean a value loaded into the Edenred Solution that yet remains to be used. Usable Value loaded into the Edenred Solution must be used within twenty-four (24) months from the time of loading or by the time defined by the Client.

'**Website**' shall mean Edenred's website at the address [www.edenred.fi](http://www.edenred.fi).

'**We, Us, Ours**' refers to Edenred Finland Oy registered in Finland (business ID 1057825-2), which operates in the address Elimäenkatu 15, 00510 Helsinki.

'**You, Yours, he/she etc.**' refers to the Beneficiary.

### 1. EDENRED SOLUTION AND ITS UTILISATION

Edenred Solution is granted by Edenred Finland Oy. Edenred Solution is in force for twenty-four (24) months.

Edenred has entered into an agreement on Edenred Solution with the Beneficiary's Employer. A separate agreement on the Edenred Solution shall not be concluded between the Beneficiary and Edenred. These Terms of Use shall be binding on the Beneficiary immediately after the Beneficiary activates and takes into use the Edenred Solution which has been given to his/her possession.

The Employer may set restrictions of use to the utilisation of Edenred Solution. The Beneficiary himself/herself must revise from the Employer the possible restrictions of use on the Edenred Solution.

For the parts applicable, the General Terms in force from time to time and the Guidelines in force from time to time incl. guidelines of the Finnish Tax Administration shall apply to the utilisation of the Edenred Solution. The General Terms and Guidelines can be found both on the website and Finnish Tax Administration's website. An Edenred Solution may only be used for payment of products and services that belong to the scope of benefits in accordance with the Guidelines. Any restrictions consequential to the Guidelines and amendments thereto may impact the utilisation of the Edenred Solution. The Beneficiary shall be liable for utilising the Edenred Solution in accordance with the Guidelines. Any breach of the Guidelines and/or Terms of Use may result to Edenred Solution's deactivation in regard to the Beneficiary.

The Beneficiary must activate the Edenred Solution in the Online Service in accordance with the instructions included in the cover letter delivered to the Beneficiary. Finnish Tax Administration's Guidelines are followed in the payment transactions' affirmation method.

Edenred Solution is personal and can only be used by the Beneficiary to whom the Employer has designated the Edenred Solution. Edenred Solution or its Usable Value cannot be transferred into another Beneficiary or a third party. In case the payment transaction made with an Edenred Solution is voided or cancelled, the benefit can only be reimbursed to the Edenred Account used for the



payment transaction in question. Edenred Solution cannot be used for the payment of alcohol- or tobacco products and it cannot be utilised in an ATM.

The Beneficiary must sign the Edenred Card before it is taken into use.

The Edenred Solution contains two separate accounts onto which Usable Value has been loaded: the first one is intended for meal purchases and the second one is intended for sports and cultural events. Value cannot be transferred from one account to another. Edenred Account's Usable Value cannot be exchanged into cash and no change is given for it in conjunction with paying. Edenred will not, for any parts or under any circumstances, return to the Beneficiary Edenred Account's Usable Value.

The maximum Usable Value of the Edenred Lounas Solution and other restrictions are determined based on the limits defined by the Finnish Tax Administration in its guidelines from time to time. If a sales price of a prepared meal at a food establishment is below the minimum charge required under the guidelines of the Finnish Tax Administration, a difference charge in the amount of the difference between the minimum charge mentioned above and the purchase price shall be added to the sales price, and charged from the Edenred Account in order to ensure that the minimum charge is always compliant with the guidelines of the Finnish Tax Administration.

The Beneficiary must show the Edenred Solution to the Service Provider prior the purchase. The Beneficiary must affirm the payment transaction by signing the receipt or by other means required by the Service Provider in accordance with the Finnish Tax Administration's Guidelines. Online payment transactions must be affirmed by utilising the standard-form 3-digit security code found on the reverse side of the card.

Service Providers do not accept an Edenred Solution that is damaged, cancelled, non-activated or under a prohibition of use.

When utilising MyEdenred Mobile, transactions effected by the Beneficiary shall be verified by means of presenting the MyEdenred Mobile transaction to the Service Provider and, should the Service Provider so require, by verifying the transaction with a personal identification document. When the Beneficiary selects MyEdenred Mobile transaction, the Beneficiary must confirm the sum and the correctness of information on the transaction in question from the Service Provider.

The Beneficiary cannot himself/herself load value onto an Edenred Solution as the loading of Usable Value is carried out by the Employer. The Beneficiary can check the Usable Value of Edenred Solution / Edenred Account by logging in to the Online Service, by loading the MyEdenred mobile application (available for iPhone, Android and Windows phones) or by contacting Edenred's customer service.

## **2. VALIDITY AND ORDERING OF EDENRED SOLUTION**

The Edenred Solution shall remain valid for twenty-four (24) months from the ordering of Edenred Solution. The validity's expiration month and year have been indicated in front of the card or stated separately in the Online Service. Edenred Solution cannot be utilised after expiration of the term of validity. Usable Value may be utilised for twenty-four (24) months from the loading of Usable Value onto the Edenred Account if the Client has renewed the Edenred Solution e.g. in a situation where the Beneficiary's employment relationship remains to be in force.

In case the Beneficiary's employment relationship with the Employer ends, the Employer decides to remove the Beneficiary from the scope of the benefit, and/or agreement between the Employer and Edenred terminates, Edenred Solution's Usable Value expires within thirty (30) days from the Employer's notification to Edenred of the same.

Should the Beneficiary need a new Edenred Solution for instance on account of losing the Edenred Solution, the Beneficiary must order it through his/her Employer. Edenred reserves a right to refrain from delivering a new Edenred Solution if, based on the Employer's notification, the Beneficiary is no longer entitled to receive a new Edenred Solution.

## **3. CAREFUL RETENTION OF EDENRED SOLUTION AND SECURITY RESTRICTIONS**

Edenred Solution is personal. The Beneficiary must not allow any third party to utilise the Edenred Solution. The Beneficiary must maintain the secrecy of all confidential information related to the Edenred Solution and to refrain from disclosing such information to a third party.

The utilisation of Edenred Solution shall be deemed as binding on the Beneficiary unless, prior to the said utilisation of Edenred Solution, Edenred has received a request, made as required under these Terms of Use, to prevent the utilisation of the Edenred Solution. Usable Value on a lost Edenred Solution may be forfeit in case the Beneficiary fails to deactivate the Edenred Solution immediately after it has become lost.

## **4. DEACTIVATION OF EDENRED SOLUTION**

In case the Beneficiary wishes to prevent the utilisation of the Edenred Solution or in case the Edenred Solution is lost or stolen, the Beneficiary may request a prevention of utilisation by notifying Edenred's customer services or via his/her Online Service user account. Utilisation of Edenred Solution shall be prevented on the day on which Edenred has received the request. The Beneficiary may also request its Employer to contact Edenred in order to prevent the utilisation of the Edenred Solution via the Online Service and for a replacement of the Edenred Solution.

Under no circumstances shall Edenred reimburse the Beneficiary and/or the Employer for the costs incurred from deactivation of the Edenred Solution.



Edenred shall, at any time, have a right to temporarily restrict the utilisation of Edenred Solution or to prevent the utilisation of Edenred Solution altogether in case Edenred suspects a breach of these Terms of Use. Edenred shall have a right to inform the Beneficiary's Employer on the reasons according to which utilisation of Edenred Solution has been restricted.

## **5. LIABILITIES**

The Beneficiary shall be solely liable for the retention and use of the Edenred Solution issued to him/her. Edenred shall not be liable for Edenred Solution's loss, theft or for any other factor falling beyond its control.

Edenred shall provide the Beneficiary with an Edenred Solution with which the Beneficiary can use the Service Providers' services. Edenred shall only be liable for the functioning of the Edenred Solution. Edenred's liability related to Edenred Solutions shall be determined based on the agreement concluded between Edenred and the Employer. Primarily, the Beneficiary should contact the Employer in relation to any problems related to the use of an Edenred Solution.

Under no circumstances shall Edenred be liable towards the Beneficiary and/or the Employer for any disruptions in telecommunication connections or for any other factors falling beyond Edenred's control. Neither shall Edenred be liable for actions of Service Providers, for services offered by them, including the services' availability, usability and quality, for any damage incurred as a result of Service Providers' actions or for any other factors related to Service Providers.

## **6. PERSONAL DATA AND PRIVACY**

The Employer or the Beneficiary shall provide Edenred with personal data related to the Beneficiary ("**Personal Data**") necessary for the utilisation of the Edenred Solution and in order for Edenred to provide to the Beneficiary the service in accordance with these Terms of Use.

Edenred undertakes to process and safeguard the Personal Data of the Beneficiaries in accordance with the applicable regulations and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation or 'GDPR'), it being understood that Edenred act as the data controller.

Subject to applicable law, the Beneficiary have the right to request access to, correct, and delete your Personal Data, and to ask for data portability. The Beneficiary may also object to the processing of Personal Data or ask that Edenred restricts the processing of your Personal Data in certain instances.

Edenred informs on its processing of personal data in Edenred's privacy notice which is available on the Website.

## **7. GOVERNING LAW AND DISPUTE RESOLUTION**

These Terms of Use shall be governed by the laws of Finland. Any disputes arising from the Terms of Use shall be resolved by a court competent under the Finnish Code of Judicial Procedure or other applicable law.

## **8. OTHER TERMS**

Edenred Solution and all related rights shall remain as property of Edenred. Edenred shall have a right to assign its rights and obligations under these Terms of Use to a company or another entity belonging to the same corporate group with Edenred as well as in connection with a transfer of business, to a company or another entity which is the recipient of business operations.

These Terms of Use have been drafted both in Finnish and in English. In case there are any discrepancies or contradictions between the language versions of the Terms of Use, the Finnish language version shall prevail and be the decisive version.

The version of these Terms of Use in force from time to time can be found on the Website. In case there are any discrepancies or contradictions between the versions, the version on the Website shall prevail and be the decisive version.