

The checkout service is a payment transfer service offered by Checkout Finland Ltd (hereinafter “Checkout”) through which a seller of services or other service provider can accept payments from their customers via a single interface in an online store or by means of a payment terminal.

(1) DEFINITIONS

“Service” refers to the payment transfer service provided by Checkout.

“Merchant” refers to a seller or other service provider who has concluded an agreement with Checkout concerning the Service for the purpose of accepting payments.

“Parties” refer to Checkout and the Merchant together.

The “Agreement” is defined in section (23).

“Customer” refers to a Merchant’s customer who pays the Merchant a receivable based on a good or service via Checkout’s Service.

The “Scheme Owner” refers to the party offering and/or regulating the relevant card payment method (e.g. Visa, MasterCard).

“Cards”, “Card Payment” and “Cardholder” refer to MasterCard, Visa and other card payment schemes that the Service covers at any given time.

The “Payment Method Provider” refers to the creditor, acquirer, bank, telecommunications operator or other party providing payment services with whom Checkout has concluded an agreement on the transfer of payments for the implementation of the Service. In this Agreement, the Payment Method Provider also refers to the Scheme Owner.

“Rules” refer to all current and future terms and conditions, regulations and instructions set by the Payment Method Providers and which are applied to the Services, including the conditions and instructions of the Scheme Owners.

(2) SERVICES

The payment methods covered by the Service are listed in the service description (hereinafter the “Service Description”) valid at any given time published on Checkout’s website.

In respect of certain payment methods, adoption of the Service requires a contractual relationship between the Merchant and the Payment Method Provider. The Payment Method Provider decides alone on its agreements, and Checkout is not liable for any consequences that the Merchant may incur from non-conclusion of the agreement, from the terms and conditions of the agreement or from other actions or omissions of the Payment Method Provider. The Merchant understands that the Payment Method Providers may, at their discretion, withdraw some payment methods from the Merchant’s use, cancel certain payment methods and change their terms and features. Consequently, Checkout may be forced to block the Merchant from further use of a payment method or impose additional restrictions or conditions on its continued use. Checkout will aim to give notice of any changes to the Rules or of other changes restricting the use of the Service after having been informed of these.

Checkout will provide the Merchant with an interface description of the Service for ensuring compatibility with the Merchant’s systems. The Merchant must ensure that the Merchant’s system functions in accordance with the valid interface description and with other instructions issued by Checkout. Checkout exercises due diligence in preparing and maintaining the interface description, but it is not responsible for the comprehensiveness of the interface description or for its being free of errors, nor is it responsible for the Service’s compatibility with the Merchant’s service. Before adopting the Service, the Merchant is responsible for testing the compatibility and performance of the Service with those of the Merchant’s service at its own expense. Where necessary, Checkout will provide instructions on conducting the test.

Checkout may on its website, for example, share information on computer software or tools that the Merchant can utilise in taking the Service into use. Checkout has not created such software or tools, nor does it own any rights to them. Checkout does not accept any liability whatsoever for the above-mentioned software or tools, including their freedom from defects, fitness for purpose or the right of the Merchant to use them.

Checkout does not guarantee that the Rules enable the delivery of all of the Merchant’s services (e.g. adult entertainment services). Checkout maintains on its website a list of products and services that the Merchant may not offer in the service.

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Every day between 6 am and 23 pm
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Checkout has the right to change the contents of the list, in which case the changes will enter into force one month after the change. The list may, at the discretion of Checkout, also contain other restrictions than those based on the Rules.

Checkout has the right to provide the Service in the manner it deems best and to use subcontractors. Checkout has the right to decide which Payment Method Provider or method is used in implementing the Service and to make changes to these. Checkout has the right to make changes that affect the Service's technology and use. Checkout is not liable for any costs or loss arising from the changes, including the costs of necessary changes to the Merchant's or Customer's equipment, software or systems. Checkout aims to provide notice of changes affecting use of the Service in advance within a reasonable time.

The Merchant is obliged to provide Checkout with adequate information on the transfer of payments.

(3) SPECIAL CLAUSES ON ACCEPTANCE OF CARD PAYMENTS

The Merchant can also offer the Customer the option to pay by Card. According to the definitions of the Scheme Owners, Checkout is a payment service provider (Mastercard: Payment Facilitator, Visa: Internet Payment Service Provider). The Merchant understands that the Card Scheme Rules obligates the Merchant, as the Merchant accepts card payments under the agreement between the Acquirer and Checkout. If the Agreement is in conflict with the Card Scheme Rules, the Rules take precedent.

If the Merchant and Checkout have agreed on the acceptance of unauthenticated Card Payments, or if the Merchant effectively accepts unauthenticated card payments in the Service, the Merchant will bear sole liability for possible fraudulent transactions and their costs. Unauthenticated payment here refers to a payment where the Cardholder has not been identified using Verified by Visa or MasterCard SecureCode or other authentication service approved by the Scheme Owner.

When accepting Card Payments, the Merchant is obliged to comply with the requirements of the PCI DSS standard valid at any given time which are available at www.pcisecuritystandards.org. The website also includes a Self-Assessment Questionnaire to be completed in accordance with the requirements and guidelines of Checkout.

The Merchant may not (i) set amount thresholds for accepting a Card; (ii) accept Card Payments in currencies other than the euro; (iii) accept a payment that is not based on the sale of a good or service between the Merchant and the Cardholder, or which the Merchant knows or should have known to be fraudulent or unauthorised; (iv) present for transfer any payment transaction aimed at the refinancing of the Cardholder's existing obligation; (v) require the Cardholder to waive their right to dispute a payment transaction; (vi) process one purchase of goods and/or services as several payment transactions; (vii) accept payment with a Card held by the Merchant themselves or by the Merchant's owner or partner.

The Merchant is not authorised to accept Card Payments for goods or services that arise out of its own sales together with transactions of other providers bundled as a single transaction, or have the aforesaid submitted by third parties as their own transaction (cross-selling).

The Merchant must provide on its website Cardholders with all information required by existing legislation, including the official name of the Merchant, customer service contact information, delivery terms and conditions, a complete description of the Merchant's products and services, return and refund policy and the Merchant's data security policy. If the Merchant offers an option for recurring transactions based on a continuous agreement, the Cardholder must be clearly informed on the website as to how to terminate the agreement.

(4) SPECIAL CLAUSES ON ACCEPTANCE OF CARD PAYMENTS WITH A PAYMENT TERMINAL

Acceptance of card payments with a payment terminal requires a card reader supported by the Service and an application that can be downloaded onto a mobile device. The payment methods covered by the Service are listed in the service description concerning the acceptance of card payments with a payment terminal valid at any given time published on Checkout's website. The Merchant can only accept Card Payments if both the Card and the Cardholder are physically present when making the payment. The Cardholder is identified with the Card's PIN, in which case the Merchant may not request the Cardholder's signature or require any other means of identification, or require the Cardholder to disclose their PIN. The Service does not support payment other than by

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means of chip-embedded cards. If the Cardholder cannot be identified with the PIN owing to an error condition or another reason, the Merchant must request the Cardholder to confirm the payment with their signature and check that it corresponds to the signature on the Card. In this case, the Merchant must check that (i) the Card has not expired; (ii) the account number embossed on the Card matches the account number appearing on the Card's reverse side; (iii) the Card does not bear traces of modifications or otherwise appear tampered with; (iv) the Card information is consistent with the Merchant's observation, and that (v) the name embossed on the Card is the same as on the Cardholder's identification card/document. The Merchant must never print out a receipt with information indicating the PIN.

(5) GENERAL OBLIGATIONS OF THE MERCHANT

The Merchant must comply with the Rules, existing laws, decrees, regulations issued by the authorities and good practices in all its activities. The Merchant is obliged to provide Checkout with correct and complete information about its activities, including all information necessary for identification, such as information on beneficial owners. The Merchant must take special care to ensure that the Customer's identifying information and other personal data is handled in accordance with the law and the Rules, and that the Customer's personal and identification data remains confidential. The Merchant is obliged to ensure that the terms and conditions of the Agreement are binding, where applicable, on the Customer. The Merchant may not use the Service to offer payment transfer services.

(6) RELATIONS BETWEEN THE MERCHANT, THE CUSTOMER AND CHECKOUT

Checkout will not become involved in legal proceedings between the Merchant and a Customer, such as those relating to an order or other agreement. Checkout is not responsible for any legal proceedings between the Merchant and a Customer, or for related mutual payment or remuneration obligations. Checkout does not accept any responsibility whatsoever for the solvency of the Customer or the Merchant or for the properties of, or defects or delays in a good or service which is subject to legal proceedings. Checkout will not be involved in legal proceedings concerning rectification, cancellation, termination or other similar situations or in disputes arising from these. Checkout will not refund service charges to the Merchant, even if legal proceedings between the Merchant and a Customer are not instituted. The Merchant is responsible for obligations pursuant to consumer protection regulation and for other obligations, such as the consumer customer's right to return goods. If a consumer has returned a product they have purchased, the Merchant is obliged to refund the respective payment in accordance with Checkout's payment method-specific instructions. At the reasoned request of the Customer (e.g. in the case of an erroneous payment or a product return), Checkout may return the payment received by Checkout to the Payment Method Provider and, primarily, deduct the credited amount from the funds to be remitted to the Merchant, or, alternatively, to invoice the Merchant for the payment.

(7) REMITTANCES, CHARGES AND FEES

Checkout will disburse the payments made by the Payment Method Provider to the bank account agreed with the Merchant. The settlement period depends on the payment method selected by the Customer and it is determined on the basis of an agreement between Checkout and the Payment Method Provider. The requirement for settlement is that the Merchant has submitted all the documents and information requested by Checkout. The statements of account are available in electronic format in Checkout's Internet service. The Merchant undertakes to pay Checkout the fees for the Service agreed by the Merchant and Checkout in writing or in accordance with the service price list. Checkout reserves the right to change the service price list, in which case the changes will enter into effect within one month of Checkout having given notice of the change in the service price list. Checkout is not obliged to pay the Merchant interest in respect of the period the funds paid by the Customer are, pursuant to the Agreement, in Checkout's possession. If Checkout is substantially late in settlement pursuant to the Agreement, the Merchant has the right to penalty interest, unless the delay is due to a force majeure event.

If the Payment Method Producer recovers credit losses on payments of the Customer, compensatory fees or other costs from Checkout, Checkout has the right to deduct a corresponding amount from the funds to be remitted to the Merchant, or to invoice the Merchant for the difference. The Merchant undertakes at the request of Checkout to assist Checkout in investigating contested payment transactions.

(8) INTELLECTUAL PROPERTY RIGHTS

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The Merchant has the right to use the Service (including the interface defined by Checkout) as well as Checkout's checkout trademark for accepting payments concerning products and services in accordance with the Agreement. Use of the name, trademark, logo or other identifier of Payment Method Providers may be permitted on the basis of an agreement between the Payment Method Provider and Checkout or the Merchant. The Merchant must comply with the Rules and guidelines issued by Checkout in the use of identifiers. Under this agreement the parties shall not transfer to the other party rights to trademarks, brand names or other intellectual property rights, nor shall they issue any access rights other than those expressly agreed in this Agreement. Both parties have the right to use the business or brand names or trademarks of the other party in the marketing of the Service or a related service. Before beginning use, a party should inform the other party of the use and purpose thereof and comply with the instructions issued by the other party. A party has the right to prohibit the use of a business or brand name or a trademark entirely or partially.

(9) INFORMATION PRODUCED AND PROVIDED BY THE MERCHANT

The Merchant is responsible for providing payment information relating to the Merchant's service, for the accuracy and adequacy of this, for other content of invoices and for processing of remarks concerning these. The data content required by the Service and the technical implementation are defined in the Service's interface description and in various payment-specific descriptions. If a payment is made in an amount other than that intended, Checkout will not credit to the Merchant or the Customer any excess commission charged unless the incorrect amount has arisen from an error in the Service.

The Merchant is liable for all loss caused to Checkout by incomplete or incorrect information provided by the Merchant. Checkout or the Payment Service Provider is under no obligation to verify or supplement information provided.

(10) STORAGE OF IDENTIFIERS

The Service Provider is obliged to handle and store identifiers necessary in the use of the Service with due care and in such a way that they do not fall into the hands of a third party. The Merchant is obliged to notify Checkout immediately if the identifiers are lost or have fallen into the hands of a third party or the Merchant has reason to suspect this. After receiving notification from the Merchant that the identifiers have been lost, Checkout will endeavour to limit any damage arising from the loss. Checkout is not liable under any circumstances for any loss arising from unauthorised use of the identifiers.

(11) PRIVACY POLICY

Checkout complies with the legislation governing the protection of personal data and appropriate practices for protecting information from illegal disclosure or use. Checkout may handle the personal data of the Merchant and of natural persons representing the Merchant that the Merchant or a party acting on its behalf has disclosed to Checkout for the purpose of adopting or implementing the Service. Checkout may also handle personal data received from third parties, such as credit institutions and other financial institutions, and from publicly available sources. Information handled may consist of, for example, names, personal identity codes or dates of birth, home addresses, email addresses, IP addresses, unique identifiers of devices relating to the Service, bank details as well as payment transaction histories (including location data). Checkout may use the personal data described above for implementing and developing the Service, for customer relationship management and marketing, in authorised evaluation of credit histories, and as part of risk management with the aim of preventing misuse of the Service and ensuring compliance with the law and the Rules. Checkout has the right to disclose personal data for the above-mentioned purposes to third parties. Payment Method Providers may also handle personal data in accordance with their own fraud prevention and risk management methods. Moreover, certain Payment Method Providers may handle personal data in order to develop their own services.

By concluding an Agreement on the Service or by using the Services, the Merchant and natural persons acting on its behalf consent to personal data being handled in the manner described in this section and to personal data being handled outside the European Economic Area should implementation of the Service so require.

(12) SHOP-IN-SHOP TRADING VENUES

If the Merchant uses the Service for accepting payments in a so-called shop-in-shop trading venue, the Merchant consents under this Agreement to reporting payments it has accepted to the Merchant managing the venue. The Merchant managing the trading

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venue undertakes under this Agreement to process information only for the purpose of monitoring, managing and developing sales in the venue and to comply with the existing legislation and good data processing practice.

(13) SERVICE OF THE MERCHANT

The Merchant must draw up a description on each of its services to be connected to the Service. The Merchant's service will not be connected to the Service until Checkout has approved the service description submitted by the Merchant. The descriptions of the Merchant's service are part of this Agreement. The Merchant may terminate the Agreement in respect of one or more of its services in accordance with section (16). The Merchant bears sole responsibility for its service, including definition, planning, implementation, maintenance and, in particular, for data protection and data security. The Merchant is also responsible for functionalities and features of the service, such as potential age, nationality, sector or jurisdiction restrictions. The Merchant is responsible at its own cost for ensuring that the server and data connection, including the related encryption and identification method, used in sending payment material are protected and encrypted in the manner required by the PCI DSS standard, Checkout's interface description and other guidelines. Checkout has the right to invoice the Merchant for the costs incurred from investigations of a defect or fault that arise from a disruption or disturbance caused by the device, data connections or software of the Merchant or from some other disruption or fault arising from the service.

Checkout may accept notices of defect concerning the service from Customers insofar as they concern problems encountered in connection with products or services paid for via the Service, such as quality deficiencies or supply disruptions in a product or service. Checkout is not responsible for investigating notices of defect. Checkout has the right, however, to charge the Merchant for costs incurred from investigating a notice of defect to Checkout from the Merchant.

(14) AVAILABILITY OF SERVICE AND REPAIR OF FAULTS

The Service is available to the Merchant 24 hours a day, seven days a week, excluding interruptions due to servicing, updating, maintenance, disruptions and other similar reasons. Checkout does not guarantee the Merchant or the Customer uninterrupted access to the Service. Checkout has the right to temporarily interrupt provision of the Service if this is necessary for servicing or maintenance. Checkout aims to ensure that interruptions are as short as possible. Checkout undertakes to begin rectifying a fault in the Service of which it has been notified and for which it is responsible, without undue delay, on working days (excluding Saturdays) between 9 a.m and 4 p.m. At other times, rectification measures will be started if agreed separately, in which case a separate remuneration will be charged for the work. Checkout's liability for a fault is restricted to rectifying the fault or resupplying the service. The Merchant is obliged to notify Checkout immediately if it notices interruptions, problems or other disruptions in the Service, and to actively participate, if possible, in investigating the issue. Checkout is not responsible in the event that the Service cannot be delivered to the Merchant or to the Customer because the Customer's data terminal, software or systems do not support the features required by the Service.

(15) INTERRUPTION AND RESTRICTION OF USE OF THE SERVICE

Checkout has the right to interrupt provision of the Service entirely or restrict the Service in respect of one or more payment methods, for example, if

- a) the Merchant cannot be reached;
- b) the Merchant does not comply with the Agreement, the Rules or the instructions issued by Checkout; or
- c) the Merchant's software, systems or data connections cause damage, disruption or otherwise jeopardise the security or operation of the Service.

(16) VALIDITY, TERMINATION AND CANCELLATION OF THE AGREEMENT

The Agreement enters into force when the Merchant has provided Checkout with all the necessary information it has requested in order to open the Service and has accepted the terms and conditions in Checkout's service. The agreement is effective until further notice.

Each party may terminate the Agreement in writing with one month's notice. A party may cancel the agreement with immediate effect if the other party has substantially breached the terms and conditions of this Agreement. Checkout always has the right to cancel the agreement entirely or in part if the Merchant's service marketing or other procedure do not comply with the Rules, existing laws, decrees, regulations issued by the authorities or good practice.

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(17) EFFECTS OF TERMINATION OF THE AGREEMENT

If for any reason the Agreement ends, the Merchant shall be obliged to immediately stop providing the Service to its customers and to cease using the checkout trademark and other identifiers and materials relating to the Service. Irrespective of any termination of this Agreement, Checkout shall pay the Merchant receivables based on the Agreement that have arisen during its validity. If Checkout had the right on the basis of the Agreement to recoup costs or invoice the Merchant for costs or other payments, Checkout shall also have this right after the termination of the Agreement if the basis of the receivable has arisen during the validity of the Agreement (e.g. a notice of defect relating to a payment transaction, made after the termination of the Agreement).

(18) CONFIDENTIALITY AND NON-DISCLOSURE

The Merchant is aware that information sent in the Service is subject to bank secrecy. Checkout does not disclose to the Merchant any information other than the payment's reference number and amount.

The parties undertake to keep confidential all business and trade secrets, such as financial position and the Service's method of implementation or factors concerning its security solutions that a party may become aware of in connection with this Agreement. The party undertakes not to use this information for any other purpose than the implementation of the Agreement. The party shall undertake not to disclose information to third parties and to ensure that third parties are unable to access information. The terms and conditions concerning confidentiality and non-disclosure shall continue to apply after the end of the Agreement.

(19) NOTICES

The Merchant should send notices relating to the Agreement in writing to the customer service email or to the postal address given on Checkout's website. Checkout will send written notices concerning the Agreement to the most recent invoicing or email address provided by the Merchant. Notices mailed by Checkout shall be considered to have been received by Merchant on the seventh day from the date on which they were sent and notices sent by email on the day following their dispatch. The Merchant is obliged to notify Checkout if the contact person for the Agreement changes. The Merchant must also inform Checkout without delay if the content of the service, the URL address, the server, the Merchant's contact information or other essential factor changes.

(20) AMENDMENT OF THE AGREEMENT

Checkout may change the General Terms and Conditions by notifying the Merchant of the new terms and conditions of agreement no later than one month before they enter into force. If the Payment Method Provider changes the terms of its service, these shall enter into effect in accordance with the agreement between the Payment Method Provider and Checkout. In this case, Checkout has the right, without a notice period, to change the terms and conditions of the Agreement to correspond to the Payment Method Provider's terms of agreement. Other changes to the Agreement shall be agreed between the parties by means of an agreement in writing signed by competent representatives of the parties.

(21) ASSIGNMENT OF THE AGREEMENT

The Merchant is not entitled to transfer the Agreement or a right or obligation based on the Agreement to a third party. After notifying the Merchant of a transfer, Checkout shall have the right to transfer the Agreement entirely or in part to a third party to whom the business operations referred to in the Agreement will be transferred. Checkout also has the right to transfer its receivables based on the Agreement to a third party. Following the notifications of the assignment of receivables, payments can be validly made only to the assignee.

DAMAGES AND LIMITATIONS OF LIABILITY Checkout is not liable for any indirect or consequential loss. Checkout's liability for direct loss is in all cases limited to the amount of the payment transaction relating to the loss, however, not more than five thousand (5,000) euros. The limitations of liability referred to above do not apply to loss that Checkout has caused deliberately or through gross negligence. Damages must be claimed from Checkout within two (2) months of the date on which the party became aware or should have been aware of the grounds for damages. A party is not liable for the destruction, disappearance or alteration

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of the data or files of the other party, or for the damage and costs incurred in consequence thereof, such as the costs of recreating the files.

(22) FORCE MAJEURE

Neither party is responsible for delays or loss arising from an obstacle beyond their control, which they could not reasonably have been required to take into consideration upon conclusion of the agreement and whose consequences they could not reasonably have avoided or overcome. A strike, lockout, boycott or another industrial action is considered a force majeure event also when a party is subject to or involved in it themselves. In particular, a delay or interruption in payments arising from the provider of the payment method is regarded as a force majeure event. A force majeure event of a party's subcontractor is also considered grounds for relief from liability if subcontractor services cannot be performed elsewhere without incurring unreasonable costs or causing a substantial waste of time. A party must inform the other party without delay of any force majeure event and of its cessation.

(23) AGREEMENT AS A WHOLE

This Agreement consists of the following sections:

- 1) An electronic agreement form approved by the Merchant or an agreement signed by the Merchant
- 2) General Terms and Conditions of Agreement
- 3) Service description
- 4) Interface description
- 5) Service price list
- 6) Prohibited services
- 7) Customer service description

In the event of any inconsistency or discrepancy between the sections of the Agreement, they shall be applied in numerical order.

(24) SETTLEMENT OF DISPUTES AND APPLICABLE LAW

A small business Customer may submit a dispute arising from these terms and conditions to the Finnish Financial Ombudsman Bureau (www.fine.fi) or the Banking Complaints Board within the Bureau. The laws of Finland shall apply to this agreement. Any disputes arising from this Agreement shall be settled in Helsinki District Court.

(25) VALIDITY OF THE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions of Agreement took effect on 1 October 2016 and will remain effective until further notice. The valid version of the General Terms and Conditions has been published at <http://www.checkout.fi/sopimukset/>

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