

# General terms of service for Ping Payments AB's Payment Services

These terms and conditions are part of the agreement for Ping Payments AB's Payment Services ("the Agreement") and refer to payment services for organizations and companies ("the Merchant") connected to the Ping Payments Payment Services platform ("the Platform").

The platform is an Internet-based payment service that enables the Merchant to use digital tools and devices (computers, smartphones and tablets) to receive and mediate payments as well as carry out account transactions and money transfers.

Parties to the Agreement are Ping Payments AB ("the Supplier") and the Merchant, these are referred to hereafter collectively as "the Parties" and individually as "the Party".

## Definitions

The agreement refers to the Merchant's application for handling account transactions and payments via the Internet, the Supplier's written approval of such an application, these terms and conditions and at any time applicable Instructions, appendices etc. which are expressly stated to belong to the Agreement.

**Account transfer** refer to local and international account-to-account transfers between banks and other financial institutions. Account transfers may be facilitated through PSD2 "Open banking", giro transactions or proprietary bank channels.

**Bank day** refer to the day of the week when banks are generally open (i.e. not Saturdays, red days and holidays).

**Payment method** refer to the payment or collection method(s) that the Merchant uses to receive funds and payments in their business. Examples of Payment methods are card payments, invoicing and direct debit. For each Payment Method, there may be Instructions that supplement these terms.

**Payment services** refer to all or any of the following payment services: Visa and MasterCard credit- and debit transactions, Local payment options, direct debit transactions, PSD2 account-to-account transactions, Bankgiro transactions, Autogiro direct-debit transactions, direct money transfers, Invoice, Certificates of value and other integrations with the Platform with the purpose of paying for goods or services or for transferring funds.

For each payment service, there may be Instructions that supplement these terms.

**Invoice** refers to an invoice issued by the Supplier, or a subcontractor engaged by the Supplier, against which the End customer pays for services provided by the Merchant.

**Financial exposure** refers to the risk of Chargeback (as defined below) for goods or services paid for but not delivered.

**Instructions** refer to regulations, instructions, routine descriptions, terms and conditions etc. communicated by the Supplier at any time in writing and/or orally, which, in relation to these terms and conditions, take precedence.

**Holder** refers to a natural or legal person in whose name a Credit Card, Invoice, Bank Account, Swish, Vipps, Pivo, MobilePay number or Certificate of value has been issued.

**Credit card** refers to a credit or debit card issued by an authorized and/or licensed card issuer with a brand name and of a card type that the Parties have agreed in writing to be covered by the Agreement. Agreed brands and card types that the agreement shall cover appear in the Agreement.

**Cardholder** refers to a natural person in whose name a Credit Card has been issued.

**Network rules** refer to the regulations, rules, terms, conditions and laws issued by Local payment options, connected banks, Bankgirot, subcontractor of invoice services, MasterCard, Visa and/or authority in the market(s) where the Agreement is applicable.

**Gift cards** refer to gift cards and vouchers issued by the publisher Ping Payments AB for payment between private individuals and companies and between companies and other companies.

**End customer** refer to the natural or legal person who, through the Merchant's activities, uses the Supplier's Payment Services according to the Agreement.

**Local payment option** refer to payment services provided by operators Getswish AB, Vipps AS, MobilePay A/S and Pivo Wallet Oy with the intent to facilitate mobile-first direct real-time payments between private individuals and companies that the Parties have agreed in writing to be covered by the Agreement.

**System owner** refers to the natural person who is ultimately legally responsible for the Merchant's activities on the Platform. The system owner must be an authorized signatory in the Merchant's organization and the person who signs the Agreement.

**The Merchant** refers to the organization that has been granted access to the Supplier's Payment Services according to the Agreement.

**The Merchant's partner** refers to a partner or client for whom the Merchant provides products and services based on the Agreement.

**Transaction** refers to both 1) payment transactions/money transfers with Credit Card, Local payment options, Invoice, Account transfer or a Certificate of value as means of payment, as well as 2) money transfers and returns/credits of corresponding transactions.

**Processing actor** refers to the redeeming actor that processes a payment against the payment method. The processing actor for card payments is Bambora. The processing actors for local payment options are either Getswish AB, Vipps AS, MobilePay A/S or Pivo Wallet Oy . The processing actor for giro payments is Bankgirot. The processing actor for Account transfers is the respective bank.

**Payment order** refer to the Merchants instructions for debiting the Supplier's client funds account with respect to client funds withheld for the Merchant.

**Payout partner** refer to a third party employed by the Supplier who carries out the payment of funds according to the Merchants instructions in the Payment Order.

**Certificate of value** refers to certificates of value, gift cards and vouchers issued by the Merchant that are used as means of payment when in the Merchants application.

All given definitions must apply to both 1) singular and plural, and 2) definite and indefinite form of the respective definition. Definitions can also be found elsewhere in the Agreement.

## Conditions for redemption of Payment transactions

The terms in this section refer to the redemption of payment transactions/money transfers, regardless of whether the Transactions are initiated through the Merchants web- or mobile applications.

### 1. Background

- 1.1 The Supplier's business is to offer services for the redemption, escrowing and mediation of payment transactions and money transfers.
- 1.2 The supplier redeems Transactions carried out by the Merchant through Payment services as specified in the Agreement and these terms and conditions.
- 1.3 Upon initiation of a Transaction in the Supplier's Platform, an authorization is carried out by sending transaction data as well as amounts and associated information via the Supplier's Platform interface ("API") and further through various processing actors to the issuing supplier of the means of payment for approval. An approved authorization is then returned via the Supplier's API and the payment is thus completed. The relevant amount has now been debited or reserved on the means of payment used. The Merchant is, according to the conditions established by the Payment services, always obliged to show the name of the Supplier and the processing actor in the redemption function.
- 1.4 In accordance with the Agreement, the Supplier compiles and forwards, automatically or at the request of the Merchant, completed transactions and payment instructions to connected banks and other Payment partners. These delivered payment instructions constitute Payment orders which, upon execution, debits the Supplier's client funds account and credit the Merchant's account.
- 1.5 All transaction data is saved in the Supplier's system so that full transaction history can be retrieved verified by the Merchant.

### 2. Network Rules

- 2.1 The network rules are superior to the provisions in the Agreement. The parties are thus aware of and agree that the cooperation according to the Agreement must always be conducted in accordance with the Network Rules.
- 2.2 If at any time it should be established that the cooperation is not conducted in accordance with the Network Rules, the Supplier shall immediately inform the Merchant of this, whereby the Parties shall immediately initiate discussions with the aim of reaching an agreement on the effect of the circumstance on the Parties' cooperation. If, during the discussions, the Parties are unable to agree within ten (10) Banking Days calculated from the day the discussions began, each Party has the right to terminate the Agreement with ninety (90) calendar days' notice.
- 2.3 If a provider of Payment Services, the legal system or another authority complains to the Supplier that the cooperation is not carried out in accordance with the Network Rules and, because of this, requests that the delivery of the Platform must cease or that one or more deficiencies must be remedied within a certain time, the following shall however apply.

The respective Party always has (regardless of what the Agreement otherwise stipulates regarding notice periods) the right to terminate the Agreement so that the delivery of the

Platform ends the day before the day the deficiency according to the provider of Payment Services, the judiciary or another authority has ordered the Supplier to remedy the deficiency. This means that the Supplier may terminate the Agreement with immediate effect, in such case when it is requested by the provider of Payment Services, the judiciary or another authority and when the Merchant's failure to remedy the deficiency has been determined by the Supplier.

### **3. Scope, etc.**

- 3.1 Transactions may take place in SEK, NOK, DKK and EUR.
- 3.2 What is stipulated in the Agreement regarding payment transactions/money transfers shall also apply in applicable parts to returns and/or credits of payment transactions/money transfers.
- 3.3 The Supplier will provide the Merchant with unique identification numbers for each Payment Method that the Parties have agreed shall be covered by the Agreement. These identity numbers, which must always be used when the Supplier reports Transactions to the Merchant, may not be used for other Payment Methods or for other services than what has been agreed between the Supplier and the Merchant.
- 3.4 The platform may not be used for the sale of cryptocurrency. Currently in the Agreement, it covers all forms of digital or physical value units whose purpose is to allow, immediately or in the future, the conversion of means of payment into cryptocurrency.
- 3.5 The platform may not be used for the sale of tobacco and gambling. Currently in the Agreement, it covers all forms of betting, lottery, bingo, casino, card games, non-skill sports games, and purchase of units of value, etc. which can be used to pay for participation in games.
- 3.6 Sale or rental of other goods and/or services that are in conflict with Swedish, European or international law, the Network Rules or that require special permission may under no circumstances take place via the Platform. Examples of such goods and services can be (but are not limited to) weapons, explosives, pharmaceuticals, drugs, sexual services and medical procedures.

### **4. Merchant's obligations**

- 4.1 The Merchant undertakes to;
  - follow the Agreement and any instructions regarding the Agreement from the Supplier or from a party engaged by the Supplier, therein including instructions given in response from the Platform's transaction management, or other form of authorization system, including manual authorization;
  - process and receive Holder's advertised Transactions in accordance with the Network Rules;
  - not solicit or accept Transactions 1) for any fraudulent purpose, 2) in any other way that is contrary to the permitted use of the Payment services or 3) in any way that the Supplier has not approved in writing;

- when accepting payment transactions, provided that nothing else has been agreed in writing, not 1) hand out cash with the exception of what may be permitted according to the Instructions, 2) issue a check or other payment instruction, or 3) appropriate payment for a claim other than payment for the Merchant's goods and/or services;
  - not use trademarks belonging to the Supplier, Local payment options, Banks, Visa and/or MasterCard for other than what has been agreed in writing between the Parties;
  - comply with applicable legislation and authority regulations at all times;
  - not create multiple payment transactions/money transfers at one and the same time regarding the same purchase;
  - not submit to the Supplier any Transactions undertaken with anyone other than the Merchant;
  - only create payment transactions for the Merchant's own business and under the Merchant's own name and brand;
  - not create payment transactions for the purpose of aggregating payments from underlying businesses, e.g., resellers or partners to the Merchant.
- 4.2 Returns and refunds must refer to a previously undertaken Transaction. The amount of the return/refund must not exceed the amount of the initial Transaction. The return/refund must be made using the Payment service that was used for the initial Transaction. The amount may not be refunded in cash, unless otherwise agreed in writing between the Parties. In the case of returns/refunds the Merchant must retain transaction details that makes it possible for the Supplier to uniquely identify the individual that received the return/refund.
- 4.3 If the Merchant is run as a sole proprietorship, trading company, limited partnership or limited liability company meaning that the Holder and the Merchant are identical, i.e., have the same social security number or organization number, or that the Holder is an owner or part-owner of the Merchant the Merchant may not use personal Payment services to pay through the Platform.
- 4.4 The Merchant undertakes to comply with the standard PCI DSS in the version at which time it is published on the website [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org). The website contains both additional information about PCI DSS as well as a description of what the Merchant generally has to (and must) observe in terms of handling Credit Card information.
- 4.5 When the Merchant offers goods and/or services, the Merchant may not apply a higher price when paying by Payment services than what the Merchant applies for other forms of payment, nor apply a higher price or charge an extra fee for payment via the Payment services. However, this does not apply if it is permitted by law or regulation. If the Merchant charges a fee or offers a reduction of the fee due to the use of a certain means of payment, the Merchant must inform the Holder of this before the Transaction is carried out. The fee charged by the Merchant must be reasonable and in accordance with the law and the Network Rules.
- 4.6 If the Merchant wishes to debit the Holder afterwards for costs that have arisen in connection with a service, etc., the Merchant must inform and obtain the Holder's approval for this before debiting the Holders Payment service. The Merchant must, if possible, carry out the Transaction in two (2) parts, whereby the Merchant must immediately charge the Holder for the part of the transaction amount that is known at the time of the transaction and then

charge the Holder only for the part of the transaction amount that was not known at the time of the transaction.

- 4.7 If the Merchant becomes aware of an incorrectly executed Transaction, the Merchant shall notify the Supplier thereof without delay and no later than forty-five (45) calendar days and request correction.

## **5. The supplier's commitments**

- 5.1 The Supplier undertakes to pay the funds received from payment transactions and money transfers through the Payment services to the Merchant, provided 1) that the Transaction is available to the Supplier, 2) that the Transaction meets the requirements stipulated in the Agreement, 3) that the time period for cancellation and exercise of the right of withdrawal according to the Act (2005:59) on distance contracts and agreements outside business premises (Distansköpslagen) has expired or is no longer applicable, 4) that the Merchant has otherwise fulfilled his obligations under the Agreement and, 5) that the Merchant has otherwise fulfilled his obligations towards the Holder.
- 5.2 The Supplier is responsible for ensuring that Transactions that meets the conditions according to point 5.1 is disbursed to the Merchant within the agreed time frames after the Merchant has delivered the service or goods to the Holder.
- 5.3 The Supplier's responsibility according to the Agreement only covers Transactions that have actually reached the Supplier. This means that the Supplier, if the Merchant engages a third party for the delivery of Transactions to the Supplier, has no responsibility for any claims, actions or omissions attributable to the cooperation between the Merchant and the third party. Nor does the Supplier have any responsibility for inaccuracies, etc. with regards to Transactions that come to the Supplier's attention to the extent that the inaccuracy is due to circumstances attributable to the third party.
- 5.4 The Supplier must provide the Merchant with information about completed Transactions, i.e. information about the amount of the Transactions, fees and, where applicable, exchange rates. The information is provided with the periodicity and in the manner specifically agreed upon by the Parties (preferably through API access).
- 5.5 The Supplier is responsible for loss to the Merchant that occurred in cases other than those referred to in points 5.1 and 5.2 above, only if gross negligence by the Supplier can be determined. However, the supplier is not responsible under any circumstances for indirect damage, consequential damage or for damage attributable to a Payment service not allowing or completing a Transaction.

## **6. Merchant's responsibility**

- 6.1 The Merchant is responsible for establishing the necessary agreements that regulate the Merchant and/or the Merchant's partner are solely responsible for errors and deviations in the quality, nature and execution of the goods and services sold.
- 6.2 The Merchant's responsibility according to point 6.1 above applies regardless of what the Merchant may have agreed with the Holder, the End Customer or others. This also applies if the Merchant;

1) operates as an agent/intermediary, etc. and thereby sells/mediates the goods/services of another party/subcontractor, or 2) sells/mediates goods/services on behalf of another

party/subcontractor and it may thereby be someone other than the Merchant who is to execute the implementation (e.g. delivery of a product/service or the execution of an event, trip etc.) to which the Transaction refers.

- 6.3 At the Supplier's request, the Merchant is obliged to reimburse the Supplier for all amounts, together with interest, Transaction fees and handling costs, that the Supplier repaid or refunded to a Payment service, Holder or other, due to the Merchant's responsibility according to points 6.1 and 6.2 above, including but not limited to;
- a card issuer's final debiting of the Supplier for a claimed Transaction in accordance with Visa's and/or MasterCard's Chargeback Rules;
  - a connected bank's final debiting of the Supplier for a claimed Transaction in accordance with Local payment options or the connected bank's Chargeback rules;
  - that the Merchant, without observing normal care, accepted invalid, falsified or unauthorized use of Certificates of value;
  - that the Merchant disregarded his obligations according to, or otherwise acted in violation of the Agreement or legislation and/or authority regulations.
- 6.4 The Merchant is further, regardless of whether negligence, breach of contract or other acts that can be attributed to the Merchant, obliged to pay compensation at the Supplier's request for amounts (e.g. fees and other financial sanctions) that the Supplier has been forced to pay to Local payment options, affiliated banks, subcontractors, Visa and/or MasterCard or other, insofar as the issued amount is attributable to the Agreement and to 1) advertised Transactions, or 2) fraud, bad faith or willful action.
- 6.5 If the Supplier, before the obligation to issue amounts according to point 6.3 or 6.4 above occurs, receives a warning, injunction or similar (e.g., from Local payment options, an affiliated bank, a subcontractor, Visa and/or MasterCard), the Supplier must notify the Merchant without delay of the measures or similar that the Merchant has to take in order, if possible, to avoid the Supplier's obligation to pay the amount coming into effect.
- 6.6 If Local payment options, an affiliated bank, a subcontractor, Visa and/or MasterCard consider that the Merchant, in relation to the Merchant's total number of payment transactions/money transfers, has reached an unacceptably high level of complaints due to fraud, unauthorized purchases or complaints from the Holder, the Supplier has the right to suspend the delivery of the agreed services according to the Agreement, until the Merchant has remedied the underlying problems.

## **7. Payment terms**

- 7.1 The Supplier's payment of commission on behalf of the Merchant, if applicable according to the Agreement and as such commissions have been agreed between the Merchant and the Merchant partner, shall be made against an invoice from the Merchant to the Supplier. In this invoice, the Merchant only has the right to charge the Supplier commissions on settled funds. The invoice must be issued with a 30-day payment period.
- 7.2 The Merchant's payment for agreed services and transaction fees must be made through an invoice issued by the Supplier to the Merchant. The invoice must be issued with a 30-day payment period.

- 7.3 If at any time the Supplier notices that its financial exposure or credit risk assessment of the Merchant has increased, the Supplier has the right to change the payment terms with immediate effect to ensure that they correspond to the higher financial risk or credit risk. The Supplier shall also have the right to request additional security if the Supplier deems it necessary.
- 7.4 The Merchant and the Supplier may, despite clause 7.1, choose to settle client debt and commission compensation in a different way than by invoice.

## **8. The supplier's right to withhold payment and/or delay payments and settlement rights**

- 8.1 If the Supplier assesses that 1) the Merchant's credit risk or financial exposure has increased, 2) the Merchant does not fulfill its obligations under the Agreement or 3) when the Merchant's solvency can reasonably be questioned by the Supplier, or 4) when termination of the Agreement has been sent, the Supplier has the right to withhold or delay payments to the Merchant at a minimum until the expiry of the Holder's complaint and possible refund period.

Payments withheld or delayed in accordance with the previous paragraph can be used by the Supplier in respect of all the Merchant's obligations/commitments towards the Supplier, the Holder and/or the End Customer according to the Agreement. The foregoing shall also apply with regard to commitments that arise in connection with the termination of the Agreement until the day the Supplier pays out the withheld funds.

- 8.2 In addition to what is stipulated above, the Supplier has the right to withhold and/or delay payment to the Merchant if the Supplier considers it likely that a Transaction will be subject to a so-called Chargeback. In such a situation, the Supplier shall have the right to withhold and/or delay payment up to an amount corresponding to the expected Chargeback.
- 8.3 If the Agreement has been terminated (regardless of the reason for this) or if the Merchant ceases to send Transactions to the Supplier, payments shall cease on the date on which the termination has taken place and payments of funds withheld by the Supplier shall take place in accordance with point 8.1 above.
- 8.4 A condition for the Supplier to pay withheld funds to the Merchant is that the Merchant, at the Supplier's request, can present documentation that proves that the Merchant has fulfilled his obligations with regard to delivery of the goods, services or Certificates of value that the Merchant provides. If the Merchant cannot prove that the Merchant has fulfilled the obligations to the Holder and/or End Customer, the Supplier has the right to delay the payment of funds for which the documentation is missing, until the Merchant can present such documentation.
- 8.5 Payments that have been withheld or delayed in accordance with the above can be used by the Supplier regarding all of the Merchant's obligations and commitments towards the Supplier according to the Agreement. This also applies to commitments that arise due to the termination of the Agreement until the day the Supplier pays the total amount of withheld funds or delayed payments.
- 8.6 Settlement according to points 6.3 and 6.4 may take place by withdrawal from the deducted fees and commissions withheld by the Supplier on the Merchants behalf. The Supplier must inform the Merchant without undue delay the reason for the Merchant's liability for compensation. If the Merchant does not consider himself liable for compensation, the Merchant must immediately inform the Supplier thereof and specify the reasons for this. This



clause 8.6 shall apply throughout the complaint period that is valid at any time according to the Network Rules and Chargeback regulations.

- 8.7 If the Supplier assesses that the Merchant's risk level with regard to money laundering or terrorist financing has increased or if the Service, due to events or transactions in the Service that may cause a reassessment of the Merchant's risk level, automatically blocks the Merchant's access to the Service, the Supplier has the right to withhold or delay payments to the Merchant.

Payments withheld or delayed in accordance with the previous paragraph can be used by the Supplier in respect of all the Merchant's obligations/commitments towards the Supplier according to the Agreement. The foregoing shall also apply with regard to commitments that arise in connection with the termination of the Agreement until the day the Supplier pays out the withheld funds.

## Conditions for payment via the Internet and through mobile applications

The terms in this section refer to the technical and legal circumstances for delivery of the Platform.

### 9. The Service

- 9.1 The Supplier makes the Platform available to the Merchant for the Payment methods and Payment services that the Parties has agreed upon.

### 10. Access to the Service

- 10.1 Only Merchants whose System Owner has validated their identity and who have undergone and been approved by the Supplier's customer knowledge ("KYC") and anti-money laundering ("AML") process, may access and offer payment services via the Platform.

- 10.2 The Merchant has the right to access the Platform to utilize the Payment methods and payment services included in the Agreement.

### 11. Configuration of the Platform

- 11.1 The Merchant is aware that the Supplier does not provide front-end or web-based payment functions, i.e. web shops, marketplaces, shopping cart and/or checkouts. In order to accept and receive payments through the Platform, the Merchant has to develop any such functions needed. For this purpose, the Supplier makes technical documentation available to the Merchant. The supplier provides the technical information when the Agreement is signed.

- 11.2 If the Merchant wishes the Supplier to assist in the implementation of the Platform, such work can be carried out according to a specific agreement and according to the Supplier's current hourly rate for such work.

### 12. Testing of the Platform

- 12.1 After entering into this Agreement and after developing the agreed payment functionality, the Merchant has the right to perform a test of the system in accordance with the procedure described by the Supplier in the technical documentation.

- 12.2 The Merchant is obliged to notify the supplier before the test begins.

### **13. Statistics and insights**

- 13.1 As soon as the Merchant starts using the Platform, the Supplier begins collecting and storing data and statistics about carried out Transactions. The Merchant has access to the Supplier's Transaction data and insights for any Transactions initiated by the Merchant. The Merchant may access this data through the Platforms API and in accordance with the documentation provided by the Supplier.

### **14. Service level agreement (SLA)**

- 14.1 The Supplier commits to use all commercially reasonable efforts to achieve an average minimum uptime of 99.9% (measured on a quarterly basis) of the Platform, to receive Transaction requests, excluding from the uptime calculation any downtime of the Platform caused by acts or omissions of Merchant, changes implemented on specific Merchant request, general internet failures, failures of individual Payment services or force majeure.

The Merchant is obliged to immediately notify the Supplier of any downtime of the Platform which the Merchant experiences and to provide all reasonably requested co-operation in investigating and resolving any such downtime.

The Supplier uses all reasonable efforts to avoid having to take the Platform offline for executing planned maintenance. Should under exceptional circumstances such maintenance nevertheless prove necessary, the Supplier will provide as much notice as practically possible and plan such maintenance in a manner and on a date and time to minimize the potential number of affected potential Transactions for all its Merchants. Should under emergency situations (e.g., in case of force majeure event or terrorist attack) unplanned maintenance becomes necessary to the Platform, requiring it to be taken offline, the Supplier will use all available resources to keep the required downtime to the absolute minimum.

- 14.2 The Supplier takes all reasonable measures to provide a secure payment system and shall keep its systems used to provide the Services in compliance with all laws and regulations as well as the high security standards provided through Microsoft Azures PCI-DSS compliant hosting environment.
- 14.3 Planned maintenance to the back-office of the Platform will happen in the standard weekly maintenance window on Sundays 07:00 – 07:15 hours CET or at other times as determined by the Supplier and communicated to the Merchant. The back-office area may be temporarily not available during planned maintenance. As specified in clause 14.1 back-office maintenance will only in exceptional circumstances affect the availability of the Platform API for accepting Transactions.
- 14.4 The supplier will notify the customers about maintenance via e-mail or other means of communication in good time, at the very least, three (3) days before the maintenance is carried out.

### **15. Data and platform security**

- 15.1 All transfers of sensitive Transaction information and Payment service information in the Platform, between the Merchant and the Supplier, between the Merchant and the Holder/End Customer and to the Supplier's storage of this data, must be in encrypted format.
- 15.2 The supplier performs daily backups of all systems included in the Platform.

- 15.3 If the Merchant loses data where the Supplier's actions caused the loss, the Supplier can help the Merchant to recreate this data on the basis of the latest working backup copy. The Merchant cannot make further claims against the Supplier regarding loss of data.
- 15.4 If the Merchant loses data due to circumstances for which the Supplier is not responsible, including the Merchant's own circumstances, the Supplier may, at a separate cost, assist the Merchant in recreating this data from the latest working backup copy to the extent possible. However, the Merchant is obliged to always make backup copies of their own data.
- 15.5 In and by signing this Agreement, the Merchant undertakes to log in to the Supplier's administrative services using a secure, two-factor, authentication method, as provided by the Supplier.
- ~~15.6 In connection with the establishment of the Agreement, the Merchant's login to the Supplier's administrative services is connected to the login method BankID.~~
- 15.7 The Merchant must always keep their access credentials and information about the use of the Platform secret from everyone except authorized employees of the Merchant. If the Merchant suspects that an unauthorized third party may access the Platform using the Merchants credentials, the Merchant must immediately inform the Supplier about this.
- 15.8 The Supplier may put requirements on the handling of the Merchant's credentials and, at its own discretion, require the Merchant to validate their identity through other means.
- 15.9 All of the Supplier's servers are equipped with an updated anti-virus program. The Merchant should secure their computers with up-to-date anti-virus software. If the Supplier receives viruses or the like from the Merchant on several occasions, the Supplier may terminate the connection to the Merchant and also require the Merchant to install and update an anti-virus program.
- 15.10 The IT systems that the Supplier uses to operate the Platform are certified and security approved and undergo regular penetration tests and security hardening procedures in accordance with PCI-DSS requirements as provided by <https://www.pcisecuritystandards.org/>.
- 15.11 The Supplier documents bi-annual self-assessment and security reviews of front- and back-end resources as well as back-office resources and VPN-services used by the Platform and the Merchants.
- 15.12 The Supplier strives to avoid misuse of its services, but cannot guarantee that misuse or intrusion into the Supplier's IT system can be ruled out.
- 15.13 The Merchant must immediately inform the Supplier if he has been the victim of misuse of transaction and/or credit card information or if he has been subjected to attempted or actual intrusions into the Merchant's IT systems . In the same way, if the Merchant suspects a misuse of transaction information and/or credit card information or the Supplier's services or if an intrusion into the Supplier's IT system has taken place or is suspected to take place, the Merchant must immediately inform the Supplier of this.
- 15.14 If the Supplier believes that the Merchant is abusing the Platform, violating the security rules and guidelines issued by the Supplier, or that abuse is taking place from a domain belonging to the Merchant, the Supplier has the right to suspend the Merchant's use of the Platform or deny access to the Platform without advance warning.

- 15.15 The Supplier does not take responsibility for the consequences that may arise if the Merchant has not complied with the safety rules and guidelines issued by the Supplier.
- 15.16 In cases where the Merchant comes into contact with card numbers, the Merchant undertakes to follow and fulfill the conditions set out in the PCI DSS regulations. The applications developed by the Merchant or a third party that were used to perform/support the Platform must be developed in accordance with the PA DSS guidelines and/or the successor program, SSF.
- 15.17 The Merchant is not entitled to forward Payment service information to their own or third party servers, unless the payee, including the Merchant himself, is specifically PCI certified.
- 15.18 If the Supplier discovers that the Merchant is carrying out such forwarding, the Supplier will immediately suspend the Merchant's use of the Platform. The Merchant cannot regain access to the Platforms until the Merchant can demonstrate compliance with all legal requirements and PCI rules for payees.
- 15.19 In such cases, the Supplier has the right to inform competent authorities and companies, including Payment services, and the Supplier may also require the Merchant to inform specific authorities, companies or Holders.
- 15.20 The Supplier must immediately inform the Merchant if he has been the victim of misuse of transaction and/or credit card information or if he has been subjected to attempted or actual intrusions into the Merchant's IT systems . In the same way, if a misuse of transaction information and/or credit card information or the Supplier's services or if an intrusion into the Supplier's IT system has taken place or will take place is suspected, the Supplier must inform the Merchant of this.

## **16. Personal data**

- 16.1 The Parties agree that they will each be responsible for personal data regarding the personal data that each Party processes in connection with the Agreement and that the Parties must comply with applicable data protection legislation with regard to this personal data.
- 16.2 The Supplier processes the Merchant's personal data such as contact information in order to provide the Merchant with the Platform, administer the business relationship and for commercial and marketing purposes. The data may also be used for statistical analyzes and business reports, in fraud investigations and to comply with applicable laws and regulations. The data may also be transferred outside the EU/EEA area to a state that does not have the same level of protection for personal data. In such a case, the supplier will introduce appropriate measures to protect the data in accordance with current legislation within the EU/EEA. By providing personal data about other people, the Merchant certifies that the Merchant has consent to disclose the data and that it will be used for the purposes and in the manner described here.
- 16.3 This Agreement is subject to the rules on personal data processing set out in the Platform's Privacy Policy.

## **17. Laws and regulations, etc.**

- 17.1 The Supplier is a licensed Payment Institution that is under the supervision of the Financial Supervisory Authority of Sweden under institute number 45035. The Supplier complies with the network rules from Local payment options, VISA and MasterCard as well as the PCI

requirements and applicable legislation in all markets where the Supplier operates and offer the Platform.

- 17.2 The Merchant is obliged to comply with current legislation and current conditions for payees in the PCI standard.
- 17.3 The Supplier assumes no responsibility for the legality of the Merchant's use of the Platform or the content of the data that the Merchant sends in connection with the solution. It is entirely up to the Merchant to comply with the legislation vis-à-vis their own customers and third parties.
- 17.4 The Merchant shall indemnify the Supplier in respect of claims that third parties or authorities may make against the Supplier in the event of alleged violations of third party rights or the Merchant's disregard of existing legislation or terms and conditions from a supplier. In the event of such demands, the Supplier has the right to prevent the Merchant's use of the Supplier's services without warning.

## **18. Rights**

- 18.1 The Supplier has all rights, including intellectual property rights, to code, trademarks and other material made available to the Merchant in connection with the use of the Platform.
- 18.2 The Merchant receives only a time-limited, non-exclusive right of use to the code and other material made available to him, and does not have the right to copy the code or other material to a greater extent than necessary, as compensation for the use prescribed in this Agreement.
- 18.3 The Merchant's use of the code and other material made available to him always takes place on the condition that all outstanding amounts are paid to the Supplier.
- 18.4 The Merchant's violation of these rights is considered a material breach of the Agreement.

## **Common provisions**

The terms in this section refer to general provisions that cover all parts of this Agreement.

### **19. Validity of the agreement and grounds for termination**

- 19.1 The agreement is deemed entered into on the day the Supplier grants an application for the Supplier's Payment Service. The Supplier notifies the Merchant in writing that the application has been granted and that the Agreement has thus entered into force. The agreement is valid until further notice with a mutual notice period of ninety (90) calendar days.
- 19.2 Termination of the Agreement must take place in writing. A termination sent via e-mail shall be deemed to have taken place in writing. The provisions in point 25.8 shall be applicable to a termination of the Agreement.
- 19.3 If a Party significantly breaches its obligations under the Agreement, the other Party has the right to terminate the Agreement with immediate effect. Accordingly, the Supplier has, among other things, right to terminate the Agreement with immediate effect if debiting cannot take place according to clause 6 or 8 above, or that payment cannot be collected according to clause 20 below.

- 19.4 If the Agreement, regardless of the reason for it, has been terminated, at the same time the Merchant's sales against the Payment services provided with the support of the Agreement shall cease, which in turn means that the Supplier is no longer entitled or obliged to receive Transactions from the Merchant.
- 19.5 If the Agreement, regardless of the reason, has been terminated, the Parties are responsible according to the Agreement for Transactions undertaken with the support of the Agreement prior to that.
- 19.6 The Supplier has the right to terminate the Agreement with immediate effect 1) in the event of significant changes in the Merchant's ownership, and on the condition that additional conditions according to 19.6 are met, 2) if the Merchant or a person connected to the Merchant is, or becomes, registered in such register as referred to in clause 19.10 below or a circumstance occurs which forms the basis for such registration, 3) if the Supplier makes it likely in an overall assessment that the Merchant must be considered to be involved in, or otherwise be involved with, criminal activity, 4) if the number or nature of advertised Transactions according to the Supplier's well-founded opinion deviates from what the Supplier considers to be normal, 5) if the Merchant has provided incorrect, incomplete or misleading information, 6) if the Merchant's business, industry affiliation or nature according to the Supplier's well-founded assessment has changed, or will change, compared to the conditions at the conclusion of the Agreement, 7) if the Merchant's ability to pay according to the Supplier's assessment can be called into question, 8) if the Merchant can, according to the Supplier's reasonable assessment, be expected to end up insolvent; 9) if the Merchant significantly fails to fulfill any of his obligations towards the Holders; 10) if the Merchant does not accept all Payment Methods covered by the Agreement, or 11) if the Merchant, according to the Supplier's reasonable assessment, through his actions/activities can damage or is damaging the Supplier's reputation.
- 19.7 The Supplier continuously checks how the information that the Merchant has provided to the Supplier, e.g. regarding the time that elapses between the time of payment in the Platform and the time of delivery/performance of the product/service referred to in the payment, corresponds to the conditions actually prevailing at each time. It is the Merchant's responsibility to participate to a reasonable extent to facilitate this reconciliation. The reconciliation referred to in the previous paragraph takes place primarily to ensure that the applicable payment terms between the Parties, any collateral provided to secure the Supplier's right to payment, etc. at any given time 1) correspond to the actual conditions, and 2) are otherwise also in compliance with the Supplier's guidelines and policy. If the information provided by the Merchant deviates from the actual conditions, the Supplier has the right to take the necessary measures which, in the Supplier's opinion, are necessary to compensate for the deviation. Such a measure can e.g. consist of the Supplier requiring 1) that the Merchant provides a new or changed security to secure the Supplier's right to payment, or 2) that the payment terms are changed. If the Merchant does not accept the measures that the Supplier requires based on the previous paragraph, the Supplier has the right to terminate the Agreement with immediate effect.
- 19.8 The Supplier has the right to change and issue new Instructions without obtaining the Merchant's approval in advance. Such changes or new Instructions will take effect no earlier than thirty (30) calendar days after the Merchant has been informed of this in writing. In the event that the Merchant does not accept such changes or new Instructions, the Merchant must immediately notify the Supplier in writing together with a written termination of the Agreement.

- 19.9 Registration in special registers may take place if the Agreement is terminated due to the Merchant's breach of contract or due to the Merchant providing incorrect, incomplete or misleading information when e.g. The conclusion of the agreement.
- 19.10 Such a register as referred to in clause 19.9 is kept by e.g. Local payment options, banks, Visa and/or MasterCard from time to time. In the Agreement, Local payment options, banks, Visa's and/or MasterCard's various monitoring systems for redemption agreements that have been terminated due to breach of contract or similar reasons are also equated with "special registers".

## **20. Pricing**

- 20.1 For the Platforms that the Supplier provides according to the Agreement, the Merchant must pay the prices stated in the Agreement. The prices and fees according to the agreement are valid for the lifetime of the agreement and may only be changed through a mutual agreement in writing between the Parties.

## **21. Limitation of Liability**

- 21.1 The supplier's liability under the Agreement is limited to 5,000 euros per calendar year. The supplier is under no circumstances liable for indirect damage.
- 21.2 If the Merchant wishes to make a claim for compensation against the Supplier due to an error caused by the Supplier, such a claim must be made against the Supplier within 45 days from when the Merchant became or should have become aware of the basis for the claim in order to be asserted. Claims against the Supplier expire if arbitration is not initiated within one year from when the basis for the Company's claim became or should have become known to the Merchant.

## **22. Information sharing**

- 22.1 From the conclusion of the Agreement, at the Supplier's request, the Merchant must provide the Supplier with updated KYC and AML information. Such information shall be provided without delay and no later than two (2) weeks from the time the request is stated.
- 22.2 The Merchant must notify the Supplier in writing and immediately of changes regarding the composition of the board, CEO, company, ownership relationships, address, telephone number, e-mail address, account number, changed industry affiliation or business and other conditions that may be of importance to the Agreement.
- 22.3 The Party must further immediately inform the other Party of events that can be assumed to affect, or will affect, all or parts of the collaboration according to the Agreement.

## **23. Force Majeure**

- 23.1 The parties are exempt from penalty for failure to fulfill a certain obligation under the Agreement if the failure is based on circumstances beyond the reasonable control of the Party and which prevent or significantly hinder timely fulfillment thereof ("Force Majeure").
- 23.2 The Party that invokes force majeure is obliged to take reasonable measures to limit the damage caused by the event. If the fulfillment of the Agreement is prevented to a significant extent for longer than fifteen (15) Banking Days due to Force Majeure, the Party has the right,

without compensation obligation, to withdraw from the Agreement in writing with thirty (30) calendar days' notice.

- 23.3 This clause is subject to the Force Majeure Terms of the Network Rules. The supplier is always obliged and has the right to, at the request of Local payment options, affiliated banks, MasterCard, Visa and/or authorities, take the measures determined by the Network Rules.

## **24. Privacy**

- 24.1 The content of the Agreement is confidential. If the Parties wish to share the Agreement, e.g. in the case of a third party carrying out so-called "due-diligence" on one of the Parties, the other Party must be notified of this no later than three (3) days before the information in the Agreement is shared. The Party does not, regardless of this, have the right to disclose to another any information about the other Party's activities that is to be considered a business or professional secret. However, the Merchant acknowledges that the Supplier, in accordance with the applicable rules on confidentiality in payment service companies, may transfer such information as referred to in the previous paragraph to 1) companies that are part of the same group as the Supplier, 2) Local payment options, affiliated bank, Visa and/or MasterCard as well as, 3) companies with which the Supplier cooperates to ensure the fulfillment of the Agreement regarding, for example, PCI-DSS and other security issues.
- 24.2 The first paragraph shall not prevent the Parties from disclosing such information that the Party is obliged to disclose according to legislation, authority regulations or regulation, or orders from a competent authority or court.

## **25. Miscellaneous**

- 25.1 Party is not entitled to assign any of its rights and/or obligations under the Agreement to another without the other Party's written consent. The Supplier may, however, without the Merchant's consent, transfer its rights and/or obligations to companies that are part of the same group as the Supplier.
- 25.2 If it is not clear from the Agreement how a cost that arises as a result of the collaboration shall be borne or distributed, the Parties shall, in connection with a decision being made that such a measure shall be carried out, also decide how the measure shall be paid for. If there is no such decision, and the Parties cannot agree on how the costs are to be borne or distributed, if the measure is implemented anyway, the Party that implements the measure shall also pay for it alone.
- 25.3 The parties shall not, in addition to what follows from the Agreement, have the right to represent each other, or use each other's brands, companies or know-how without the other Party's written consent. Such right of use does not entail the creation of any right and shall terminate with immediate effect at the same time as the Agreement terminates.
- 25.4 The Party may, with the exception of what is stipulated in the paragraph below, employ subcontractors or third parties without the other Party's consent. However, the Merchant must immediately notify the Supplier if such engagement affects or could affect the cooperation according to the Agreement.
- 25.5 If the Merchant intends to engage a subcontractor or third party who will in any respect process data about transactions or Payment Methods, this subcontractor or third party must be approved in advance by the Supplier. Each Party is responsible for all actions or actions and



omissions of subcontractors or third parties as if the Party itself took the action or action or failed to take an action or action.

- 25.6 Each Party confirms that the Agreement (as well as the documents referred to in the Agreement) constitute the Parties' complete regulation of the matters to which the Agreement relates. All oral or written commitments and statements that preceded the Agreement are replaced by the Agreement.
- 25.7 Unless otherwise specifically stipulated herein, all amendments to and additions to the Agreement must be in writing and signed by the Parties to be binding.
- 25.8 All notices under the Agreement must be in writing and in Swedish or English, unless otherwise agreed, and delivered in person or through an internationally recognized courier company, to the relevant address previously notified. A written Notice that has been sent to a Party shall be deemed to have reached the other Party upon delivery, provided that when a delivery takes place after working hours, the Notice shall be deemed to have reached the Party at the beginning of regular working hours the following Bank Day. In this regard, regular working hours are 9:00 a.m. to 17.00.

Written notices can also be sent via e-mail. In such cases, the Other Party must confirm receipt of the message by replying within three (3) Bank days for e-mail to be considered as received.

- 25.9 Each Party is responsible for informing its relevant personnel about the content of the Agreement
- 25.10 Each Party is liable for compensation for direct loss incurred as a result of the Party causing the damage violating any of the provisions of this Agreement.

## **26. Applicable Law and Disputes**

- 26.1 Swedish and/or common European law shall be applied to the Agreement.
- 26.2 Disputes regarding the Agreement, its execution, interpretation and/or application or other legal relationship related to the Agreement shall primarily be resolved through negotiations between the Parties.
- 26.3 Disputes that arise due to the Agreement, and which cannot be resolved within thirty (30) calendar days through discussions between the Parties, shall be finally settled by arbitration administered by the Stockholm Chamber of Commerce's Arbitration Institute ("SCC").
- 26.4 Rules for Simplified Arbitration shall be applied unless the SCC, taking into account the difficulty of the case, the value of the object of dispute and other circumstances, decides that the Arbitration Rules of the Stockholm Chamber of Commerce's Arbitration Institute shall be applied. In the latter case, the SCC shall also decide whether the arbitration board shall consist of one (1) or three (3) arbitrators. The seat of the arbitration shall be Stockholm and the language of the proceedings shall be Swedish. Swedish law shall be applied to the dispute.
- 26.5 This Agreement is subject to the rules on personal data processing set out in the Platform's Privacy Policy.