

General Terms and Conditions for Bambora Payment Services

(December 2021)

These general terms and conditions form part of the Agreement and apply to the following services:

- 1) **Acquiring of card transactions** provided by Bambora AB corporate reg. no. 556233-9423;
- 2) **Online payments** provided by Bambora Online A / S corporate reg. no. 28855060;
- 3) **Invoice payment** provided by Collector Bank AB corporate reg. no. 556597-0513; and
- 4) **Direct payment** via Nordea e-payment provided by Nordea Bank Abp, Satamaradankatu 5, FI-00020 NORDEA, Finland, domicile Helsinki, Business ID 2858394-9
- 5) **Direct payment via Mobilepay** provided by Mobilepay A/S reg. no. 26045231, Vester Søgade 10, 6th floor, 1601 Copenhagen, Denmark.

These general terms and conditions are divided into five Sections consisting of special terms and conditions for the services described under Sections 1–5 above, and a concluding Section with common provisions applying to all Payment Services.

Bambora AB and Bambora Online AB are part of the Bambora Group, represented in this Agreement by Bambora AB, and are collectively hereinafter referred to as "**Bambora**". Collector Bank AB ("**Collector**") is acting in this context as a subcontractor to Bambora for the invoice and instalment payment service. Nordea Bank Apb is acting as an individual supplier, whereby Bambora, by way of this agreement, is enabling the Merchant's access and provision of Nordea e-payment as a payment method. Mobilepay A/S is acting as an individual supplier, whereby Bambora, by way of this agreement, is enabling the Merchant's access and provision of Mobilepay as a payment method. The parties to the Agreement are thus Bambora and the Merchant and these are hereinafter jointly referred to as the "**Parties**" and separately as a "**Party**".

1 Definitions

Agreement

means the Merchant's application for Payment Service(s), Bambora's written grant of such application, these general terms and conditions as updated from time to time, any changes to the Agreement communicated as set out in Sections 48.2 and 48.7 and any applicable Instructions in force from time to time and Appendices (if any) which are expressly stated to form part of these general terms and conditions and/or the application and any supplement to the general terms and conditions.

Business Day	means a day (excluding Saturdays and Sundays) on which banks are open for general business in Stockholm.
Card	means a card or another form of payment instrument correctly issued by an authorised and/or licensed card issuer, bearing a trademark of a card type which the Parties have agreed shall be covered by the Agreement. The agreed trademarks and card types are set out in the application.
Cardholder	means a natural person in whose name a Card has been issued.
Card Information	means information embossed or printed on the front or back of the Card and/or information stored in the Card's magnetic stripe, chip or equivalent technology.
Card Schemes	means the Card Schemes agreed and listed in the application or otherwise agreed from time to time.
Chargeback	means any claim for the return of funds to a Cardholder, issuer of a Card or Merchant related to a Transaction as applicable (irrespective of the reason for such claim) in accordance with the Regulations.
Collateral	means all of the Merchant's present and future rights, title and interest in: <ul style="list-style-type: none"> a) the aggregate amount of all proceeds, including any claim the Merchant may have against Bambora with respect to any proceeds, derived from the sale of Merchant's goods or services to Cardholders, as held from time to time by Bambora on behalf of the Merchant (Sw. <i>redovisningsmedel</i>, Fin. <i>tillytsvarat</i>) on any client fund account or otherwise pursuant to this Agreement, and/or b) the Security Deposit, if any.
DCC - Dynamic Currency Conversion	means an additional functionality where the Cardholder is offered to execute the payment in the Card's billing currency.
Designated Account(s)	means the account(s) for payment under this Agreement established and maintained by the Merchant at financial institution(s) acceptable to Bambora and set out in the application.
Financial Exposure	means the risk for a Chargeback.
Instructions	means the instructions and operational routine descriptions issued by Bambora in writing from time to time, available at www.bambora.com , to

the Merchant pursuant to the Regulations or otherwise for the purposes of the services provided under this Agreement.

Local Law	means applicable laws and regulations of the country where the Merchant is established or domiciled.
Merchant	means the company which is granted connection to Bambora's Payment Services under the Agreement.
Payment Default	means a failure by the Merchant to pay on the due date any amount payable pursuant to a Recourse Claim or any other amount payable by it under this Agreement at the place and in the currency in which it is expressed to be payable.
Payment Services	means all or any of the following payment services: acquiring of card transactions, payments online, invoice and instalment payment service, payments via app and other integrations with Bambora's digital payment platform.
Payment Services Provider, PSP	means an entity that provides technical solutions and services for handling authorizations and/or Transactions and/or Chargebacks, operating as a subcontractor to or, on-behalf of the Merchant.
Pledge	the first priority pledge over the Collateral created under or pursuant to this Agreement.
Recourse Claim	means any claim of Bambora against the Merchant in respect of any (i) Chargeback, (ii) refund, (iii) rejected, fraudulent, reversed or otherwise corrected Transaction or (iv) fees (as set out in the application), costs, handling charges or penalties, etc. that Bambora is required to pay to the Card Schemes, any regulatory authority or other third party in connection with any claim.
Regulations	means rules, regulations, directives, etc. issued by Card Schemes relevant to the services provided by Bambora under this Agreement, available at the respective Card Schemes' website.
Sales Method	means any sales method used by the Merchant in the sale of goods and/or services covered by this Agreement as set out in the application and Instructions may be issued by Bambora for each such Sales Method.

Sales of value units	means, at present, 1) purchases of virtual currency, and 2) transfers to other payment solutions, including gift certificates valid for longer than thirty-six (36) months.
Secured Obligations	means at any time all present and future moneys, debts and liabilities due, owing or incurred by the Merchant pursuant to the Recourse Claims, any unpaid fees and any other obligation of the Merchant under this Agreement.
Security Deposits	means the amount (if any) deposited by the Merchant on Bambora's client funds account or any other bank account agreed between the Parties.
Transaction	means both 1) purchase transactions in which a Card is used as means of payment, and 2) refund/crediting of corresponding purchase transactions.

All the definitions specified shall apply 1) both in the singular and plural, and 2) with both the definite and the indefinite article before the respective definition. Definitions can also be found elsewhere in the Agreement.

Terms for acquiring of card transactions

This Section contains provisions relating to the service of acquisition of Transactions with Cards as a payment method if the Transactions take place online.

2 Background

- 2.1 One of Bambora's operations is the acquiring of card transactions. Bambora AB is a payment institution that has a permit to provide acquisition and is monitored by the Swedish Financial Supervisory Authority.
- 2.2 When paying by card in Bambora's online system, an authorisation is carried out by transmitting Card Information and amounts and associated data via the Bambora system and further through various processing partners to the card-issuing bank for approval. An approved authorisation is then returned via the Bambora service and the payment is thus completed. The relevant amount is now reserved on the card used.
- 2.3 During the following night, Bambora compiles all Transactions and carries out file deliveries to connected redeeming banks. Such delivered transaction files form Bambora's basis for payments.
- 2.4 Following this file delivery, the transaction data is saved in the Bambora system so that the transaction history can be compiled by the Merchant.

3 Incorporation of Regulations and Instructions

- 3.1 All services and the co-operation pursuant to this Agreement shall be carried out in compliance with the Regulations. If there is any conflict between the Regulations and the terms and conditions set out in this Agreement, the Regulations shall prevail.
- 3.2 If either Party becomes aware that the co-operation under this Agreement is not conducted in accordance with the Regulations, such Party will promptly notify the other and the Parties shall immediately commence discussions with the aim of making the co-operation compliant with the Regulations. If the Parties are unable to reach an agreement within ten (10) Business Days from the date on which discussions were initiated then each Party shall be entitled to terminate this Agreement with thirty (30) calendar days' notice.
- 3.3 However, in the event that any Card Scheme claims that the cooperation is not being maintained in accordance with the Regulations and therefore requests that the shortcomings be remedied within a certain timeframe, the following shall apply: The respective Party shall always have the right (i.e. regardless of any other provisions in the Agreement concerning periods of notice), to terminate and withdraw from the Agreement effective from the day before the day the shortcoming according to the Card Schemes should have been remedied if the Party has good grounds to assume that the shortcoming cannot or will not be remedied within the prescribed timeframe.

4 Scope

- 4.1 Pursuant to the Agreement, Bambora shall be able to acquire Transactions undertaken with a Card at the Merchant's. Transactions may only be made in the currencies agreed in the Agreement.
- 4.2 Bambora will provide the Merchant with unique customer numbers for each Sales Method (Merchant ID) which the Parties have agreed shall be covered by the Agreement. Such customer numbers, which must always be used in conjunction with the Merchant's reporting of Transactions to Bambora, may not be used for Sales Methods or goods or services within a stated industry, other than as agreed upon between Bambora and the Merchant.
- 4.3 Sales of value units may take place only following written consent from Bambora.

5 The Merchant's undertakings

- 5.1 The Merchant undertakes:
- a) to comply with the Agreement and any directions relating to the Agreement from Bambora or from any party retained by Bambora, including instructions provided in responses from various forms of authorisation systems, including automated voice response;
 - b) to treat all Cards equally (irrespective of the amount) amongst the Card types that are, from time to time, accepted by the Merchant for payment of its goods or services;
 - c) to respond to Cardholders' disputes and handle Chargebacks in accordance with the Regulations;

- d) not to encourage the use of, or to accept, Cards 1) for any fraudulent purpose; 2) in any other manner which contravenes the permissible use of Cards; or 3) for any purpose not approved by the Cardholder;
- e) in conjunction with payment by Card, unless otherwise agreed in writing: 1) not to dispense cash other than as may be permitted pursuant to the Instructions; 2) not to issue cheques or other payment instructions; or 3) not to secure payment for any claims other than payment for the Merchant's goods and/or services;
- f) not to submit any Transaction to Bambora that is illegal, or that the Merchant should have known was illegal, or any Transaction which could damage the goodwill or the reputation of the Card Schemes and/or Bambora;
- g) not to use the Bambora trademark for any purpose other than as agreed in writing between the Parties;
- h) to comply with applicable law and public authority regulations in force from time to time;
- i) not to create multiple purchase transactions in respect of a single purchase with the same Card;
- j) not to transfer to Bambora Transactions which have been carried out at a party other than the Merchant; and
- k) comply with the rules regarding marketing of online payment services, in accordance with Chapter 7a, Sections 1–2 of the Swedish Payment Services Act (2010:751) ("**the Swedish Payment Services Act**") and Section 32 of the Finnish Payment Institutions Act (297/2010, as amended).

5.2 Refunds should be made in whole or partially to a preceding debit transaction and made using the Card used for the purchase. Original credit transactions may be processed with Bambora's express prior consent. Refunds and original credit transactions will not be processed by Bambora if there are insufficient client funds to cover such transactions, unless Bambora has given express consent. Bambora may at its discretion request that the Merchant ensures a sufficient balance is present before processing refunds and original credit transactions.

5.3 Where the Merchant itself possesses a Card, (where the Merchant is operated as a sole proprietorship, partnership, limited partnership or limited liability company which is a so called closely-held company) such Card may not be used for payment at the Merchant's. "**Possession of a Card**" means that the Cardholder and the Merchant are identical, i.e. have the same personal ID or registration number, or that the Cardholder is the owner of or a partner of, the Merchant.

5.4 When offering goods and/or services, the Merchant may not apply a higher price or surcharge fee for payment made by Card than the price applied for payments made by any other form of payment, unless such higher price or surcharge is permitted by Local Law, Regulation 2015/751 on interchange fees for card-based payment transactions and the Regulations.

- 5.5 If the Merchant applies a surcharge fee or offers a reduction of a fee in conjunction with the use of a certain Card, the Merchant shall notify the Cardholder before the Transaction is executed.
- 5.6 If the Merchant wishes to charge the Cardholder in arrears for costs which arose in conjunction with a service etc. (such as a hotel visit, rental car or similar) the Merchant must inform the Cardholder and obtain the Cardholder's consent before charging in arrears. In such case, the Merchant shall, when possible, divide the Transaction into two (2) parts, whereupon the Merchant shall immediately charge the Cardholder for that part of the transaction amount which is known at the time of the Transaction, and subsequently charge the Cardholder in arrears only for that part of the transaction amount which was not known at the time of the Transaction.
- 5.7 On becoming aware of any incorrectly executed Transaction, the Merchant shall, without undue delay and no later than within forty-five (45) calendar days, notify Bambora and request rectification.

6 PCI REQUIREMENTS

- 6.1 The Merchant undertakes to comply with applicable PCI standards as published on www.pcisecuritystandards.org in order to process Card Information in a secure manner.
- 6.2 The Merchant undertakes not to store any sensitive data regarding Cards or data relating to Transactions. In cases where the Merchant's business require handling and storage of Card data, Card Information or data relating to Transactions, such handling and/or storage must be carried out in accordance with all applicable laws, regulations and rules such as the "Guidelines on the security of internet payments "(EBA/GL/2014/12)".
- 6.3 The Merchant will, and will ensure that any third party service provider utilised by the Merchant for the purpose of this Agreement (or for any service provided hereunder) will, only use technical equipment for the services that is compliant in all respects with (and, if required, approved under) the applicable standards published by PCI Security Standards

Council, and the Merchant assumes liability for the compliance of any equipment used by any such third party service provider with the standards.

6.4 Bambora shall at all times have the right at its request (following the giving of reasonable notice where possible) to:

- a) receive all information (and confirmations) with respect to the Merchant's and any relevant third party service provider's compliance with Sections 6.1, 6.2 and 6.3;
- b) audit, or request the audit of, the Merchant's and/or any third party's compliance with Section 6.1, 6.2 and 6.3; and
- c) have its forensics investigators of choice investigating any breach or suspected breach of, or non-compliance with, the requirements of Sections 6.1, 6.2 and 6.3.

6.5 All costs in relation to any request made by Bambora pursuant to Section 6.4 shall be borne by the Merchant.

6.6 The Merchant shall promptly notify Bambora in writing of any breach or suspected breach or non-compliance by it or by any third party of the requirements of Sections 6.1, 6.2 and 6.3 that the Merchant becomes aware of.

6.7 In case the Merchant suspects irregularities or fraudulent use of Card Information, the Merchant is required to report this suspicion to Bambora and the Merchant's Payment Service Provider without delay.

7 Bambora's undertakings and liabilities

7.1 Subject to the terms of this Agreement, Bambora undertakes to make payment, less recoupment of fees, any credit(s), adjustments, fines or Chargebacks to the Designated Account(s) for purchase transactions made using Cards, provided that 1) the purchase transaction is received by Bambora within the period of time prescribed in the Instructions; 2) the purchase transaction fulfils the requirements prescribed in the Agreement; 3) Bambora having received the corresponding funds from the Card Schemes unless otherwise agreed, and 4) the Merchant has otherwise fulfilled its obligations pursuant to the Agreement.

7.2 The obligations of Bambora pursuant to this Agreement extends only to Transactions that are actually received by Bambora. If the Merchant engages any third party in respect of any Transaction to Bambora, then Bambora shall have no liability for any claim, action or omission relating to the co-operation between the Merchant and third party. Nor shall Bambora have any liability for any mistake, error, or similar in Transactions received by Bambora insofar as such is due to circumstances attributable to the third party.

7.3 Bambora shall provide the Merchant with information in relation to each Card type of the amount involved in each Transaction, the fees applied and, where applicable, any exchange rate used. The information will be provided with the frequency and in the manner separately agreed between the Parties.

- 7.4 Bambora shall only be liable towards the Merchant for any loss it has directly suffered, if it is finally judicially determined that Bambora has acted with gross negligence. However, Bambora shall not be liable under any circumstances for indirect loss, consequential loss or for loss attributable to a card issuer not consenting to the execution or implementation of a Transaction. Bambora's aggregate liability under this Agreement shall under all circumstances be limited to EUR 10 000 (ten thousand euro) or an amount corresponding to the fees for the service withdrawn by Bambora, or otherwise paid to Bambora by Merchant, in the twelve month period preceding the last event giving rise to the claim hereunder, whichever is the higher.
- 7.5 Any claim for compensation under this Agreement by Merchant towards Bambora must be presented in writing by the Merchant to Bambora immediately but no later than within forty-five (45) calendar days from when the Merchant became aware of, or should have become aware of, the circumstance giving rise to the claim, unless otherwise stated herein. Any claim towards Bambora will expire if it is not brought before court within in one (1) year from when the Merchant became aware of, or should have become aware of, the circumstance giving rise to the claim.

8 The Merchant's liability

- 8.1 The Merchant shall be liable against the Cardholder for all defects and deviations in the quality, condition and performance of sold goods and services. Such defects and/or deviations, as well as the non-delivery or deficient delivery of goods/services to a Cardholder or any other party designated by the Cardholder, shall at all times be deemed to constitute a breach of the Merchant's obligations.
- 8.2 The Merchant's liability pursuant to Section 8.1 above shall apply notwithstanding any agreement which may have been reached between the Merchant and the Cardholder, the purchaser or any other party. The aforesaid shall also apply where the Merchant 1) conducts operations as an agent/middleman, etc. and thereby sells/brokers a third party's goods and/or services, or 2) sells/brokers goods and/or services on behalf of a third party, and thereby a party other than the Merchant may be required to make performance (e.g. delivery of goods and/or services or the carrying out of an event, trip, etc.) to which the Transaction relates.
- 8.3 The Merchant shall be obligated, upon request by Bambora, to reimburse Bambora for all amounts, plus interest and handling charges, which Bambora has paid/refunded to an issuer of a Card, a Card Scheme, a Cardholder or any other party, or any other cost incurred for Bambora or fee that Bambora may charge the Merchant at any time (including after either Party's termination and the expiry of this Agreement), as a consequence of:
- a) The Merchant's obligations under Sections 8.1 above;
 - b) a card issuer's final debiting of Bambora in respect of a Transaction which is the subject of a complaint pursuant to the Regulations' provisions regarding Chargebacks;

- c) the fact that the Merchant, without exercising normal care, has accepted an invalid or forged Card or a Card which has been used in an unauthorised manner;
- d) the fact that the Merchant has in any respect breached its obligations pursuant to, or otherwise acted in contravention of, the Agreement;
- e) breach of applicable law or public authority regulations;
- f) breach of the Instructions issued by Bambora; or
- g) breach of the Merchant's obligations under Section 5.1 k) above.

8.4 Irrespective of whether negligence, breach of contract or any other cause of action may be imputed to the Merchant, the Merchant shall also be obliged, upon request by Bambora, to pay compensation for any amounts (e.g. integrity fees and other economic sanctions) which Bambora is obliged to pay to Card Scheme(s) insofar as such amount is related to the Agreement and/or to 1) Transactions which are the subject of a complaint; 2) fraud, bad faith or wilful conduct provided that such obligation to pay is not due to Bambora's act or omission.

8.5 In the event Bambora, prior to any obligation to pay an amount pursuant to Sections 8.3 or 8.4 above, receives any warning, order or similar (e.g. from Card Schemes), Bambora shall notify the Merchant without delay of the measures which the Merchant must take in order, if possible, to avoid Bambora incurring an obligation to pay the amount.

8.6 In the event Card Schemes believe that the Merchant has reached a level of complaints due to fraud, unauthorised purchases or complaints from Cardholders which is unacceptably high in relation to the total number of the Merchant's purchase transactions (assessed in line with Card Schemes' normally applied levels), Bambora shall be entitled to terminate the Agreement with immediate effect.

8.7 Bambora shall inform the Merchant, without undue delay, about the reason for the Merchant's liability to compensate as set out in Section 7.3 and 7.4. In the event the Merchant considers that it is not liable to compensate, the Merchant shall immediately notify Bambora thereof and specify the reasons therefor. This Section 8.7 shall remain in force during the entire claim period applicable from time to time pursuant to the Regulations' provisions regarding Chargebacks, regardless if the Agreement has been terminated or will expire during the claim period.

8.8 Reimbursement pursuant to Sections 8.3 and 8.4 may take place through a deduction from the amount to be paid by Bambora in conjunction with the payment terms applicable between the Parties. The Merchant shall be obliged to ensure that there are sufficient funds in the Designated Account(s). In instances where the Merchant does not have sufficient funds to cover amounts due, Bambora will offset such amount against settlement funds. In the absence of sufficient settlement funds, Bambora will issue an invoice detailing amount due for payment.

9 Payment terms and conditions

- 9.1 Payment by Merchant to Bambora of agreed prices and fees shall take place through Bambora making a deduction for the amount in connection with the payment routines terms that apply between the Parties. In case the net value is less than zero (0), the Merchant shall, upon Bambora's request, settle the amount by crediting Bambora's bank account. Should none of the above payment options be possible for whatever reason, Bambora has a right to invoice the Merchant for any outstanding amount payable by Merchant, including the Recourse Claims.
- 9.2 If Bambora notices, at any given time, that Bambora's Financial Exposure or its credit risk in relation to the Merchant has increased, Bambora is entitled to change the payment terms with immediate effect in order for them to correspond to the higher Financial Exposure or credit risk. Bambora shall furthermore be entitled to request additional security if Bambora deems it necessary.

10 Bambora's right to withhold and/or delay payments, and right of settlement by withdrawal

- 10.1 Bambora shall be entitled to immediately withhold or delay payments to the Merchant until Bambora is holding an amount corresponding to the Secured Obligations, as calculated from time to time, which corresponds to the expiration of every individual Chargeback period 1) if Bambora believes that Bambora's credit risk or Financial exposure has increased, 2) when the Merchant fails to perform its obligations pursuant to the Agreement, 3) when the Merchant's solvency is reasonably deemed to be questionable, 4) when notice of termination of the Agreement has been given or 5) when Bambora would be entitled to terminate this Agreement pursuant to this Agreement, but has chosen not to or decided to delay such termination.
- 10.2 In addition to the preceding Section, Bambora shall be entitled to withhold or delay payments to the Merchant in the event Bambora deems it probable that a Transaction will be subject to a Chargeback. In such situation, Bambora shall be entitled to withhold and/or delay payment of an amount equal to the anticipated Chargeback.
- 10.3 Where notice of termination of the Agreement is given, for whatever reason, Bambora will withhold payments commencing on the date notice of termination of the Agreement is given, and payment of the funds withheld by Bambora shall be made in accordance with Section 10.1 above.
- 10.4 Should Bambora exercise its right to withhold or delay payment as set out in either Section 10.1, 10.2 and 10.3 above, the Merchant will access details around the withheld amount with the frequency and in the manner decided by Bambora.
- 10.5 A prerequisite for Bambora to release withheld funds, is that the Merchant shall, upon Bambora's request, provide Bambora with documentation which shows the date of delivery of the sold goods and/or services. Payment of released funds shall be made on a monthly basis or as otherwise determined by Bambora and conditioned on that the Merchant has provided Bambora with documentation deemed sufficient by Bambora. Bambora shall be

entitled to withhold funds corresponding to the outstanding value of the undelivered or unused goods and/or services (as determined on the basis of the information received from the Merchant).

- 10.6 Payments which have been withheld or delayed pursuant to the aforesaid may be applied by Bambora in respect of all the Merchant's obligations/undertakings to Bambora pursuant to the Agreement. The aforesaid shall also apply to obligations which arise following the termination of the Agreement until the day Bambora pays the total amount of withheld or delayed payment.
- 10.7 Any Collateral held by Bambora pursuant to this Agreement may be applied by Bambora in the discharge (by way of set-off or otherwise) of the Merchant's payment obligations pursuant to this Agreement (and both before and after termination of this Agreement).

11 Pledge of collateral

- 11.1 The Merchant hereby irrevocably and unconditionally, on the terms and conditions set out herein, pledges to Bambora all its rights, title and interest in and to the Collateral for the purpose of constituting security for the Secured Obligations.
- 11.2 The Parties agree that the Pledge created pursuant to this Agreement is legal, valid and enforceable against the Merchant upon the execution of this Agreement.
- 11.3 The Merchant shall promptly, at its own expense, do whatever Bambora reasonably requires:
- a) to perfect or protect the Pledge or the priority of the Pledge; and
 - b) to facilitate the enforcement of the Pledge or the realisation of the Collateral or the exercise of any rights vested in Bambora by reason of the Pledge;
- including executing any transfer, assignment or assurance to, or as requested by, Bambora, making any registration and giving any notice, order or direction considered necessary or desirable by Bambora.
- 11.4 On and at any time after the occurrence of a Payment Default or any default in paying any other amount payable by it to Bambora under this Agreement and as long as it is outstanding, Bambora shall have the right to enforce the Pledge and immediately withdraw the Collateral, or any part thereof, from the client fund account and set them off against any outstanding Recourse Claim or any amount due but unpaid or enforce the Pledge in any other way and on such terms as Bambora determines.
- 11.5 The Pledge shall be a continuing security and will extend to the ultimate balance of the Secured Obligations and shall continue in force, regardless of any intermediate payment or discharge in whole or in part of the Secured Obligations.

Terms of online payment

This Section contains provisions regarding the possibility of receiving payment with Cards and other payment methods online.

12 The Service

12.1 Bambora is providing a technical gateway/payment exchange to the Merchant for the Payment Service(s) that the Merchant has chosen in connection with its order, and which are stated in the order confirmation.

13 Domain(s)

13.1 The Merchant has the sole right to create access to the payment system from domains included in the agreement with Bambora.

13.2 If the Merchant has not entered into any other specific agreement with Bambora, the agreement with Bambora consists of a single domain. If the Merchant would like access to the payment system from other domains, the Merchant must contact Bambora.

14 Code and script

14.1 The Merchant must personally implement code on its website that enables the Merchant to receive payments via Bambora's Payment Service. Bambora will provide the Merchant with technical documentation, which can also be found on the Bambora website.

14.2 If the Merchant would like Bambora to assist it in the implementation of the Payment Service, the service can be performed by specific agreement and according to Bambora's current hourly rate for such services.

15 Merchant testing

15.1 Following the conclusion of this Agreement, the Merchant has the right to perform a system test by following the procedure described by Bambora in the technical documentation.

15.2 The Merchant is obligated to provide the information that Bambora needs to test the Payment Service.

16 Statistics

As soon as use of the Payment Service has commenced, Bambora will be storing data and statistics on payments completed. From the time the Agreement is concluded, the Merchant will have access to statistics. The Merchant can access its statistics by using the login function on the Bambora website (www.bambora.se), and then logging in using the Merchant's username and password.

17 Operation

17.1 Bambora strives to always have as high an availability level as possible for its services. However, a specific level of service availability cannot be guaranteed, due to the nature of the internet and the fact that Bambora cannot monitor all the parts and elements that are included in the communication solution between the Merchant and Bambora. Bambora's availability, measured over a month, is usually around 99.8%.

17.2 To ensure high availability, Bambora continuously maintains and updates the hardware and software used. Maintenance that can lead to downtime for shorter periods is performed as far as possible at times with low payment traffic. Bambora will notify customers of maintenance via email well in advance before the maintenance is performed.

18 Encryption

18.1 All transfers within the payment system of Card Information from the Merchant to Bambora and Bambora's storage of such data will take place in accordance with the requirements set out in the regulations Payment Card Industry Data Security Standard (PCI DSS).

19 Backup copies

19.1 Bambora performs daily backups of all its servers and systems. The backups are performed and stored in accordance with the Card Schemes' PCI certification requirements.

19.2 If the Merchant loses data and the loss is caused by Bambora's actions, Bambora can assist the Merchant to recover the data based on the most recent working backup. The Merchant does not have the right to make any further claims vis à vis Bambora regarding the loss of data.

19.3 If the Merchant loses data due to circumstances for which Bambora is not responsible, including the Merchant's own circumstances, Bambora may, at separate cost, assist the Merchant in restoring the data from the most recent working backup to the extent possible. However, Merchants are advised to always make backup copies of their own data.

20 Password

20.1 In connection with the conclusion of this Agreement, the Merchant will receive a username and password, which the Merchant must use to access and administer its Payment Service with Bambora.

20.2 The Merchant must always keep its username and password secret from all but authorised employees of the Merchant. If the Merchant suspects that a third party has come into possession of the password, the Merchant must immediately inform Bambora.

20.3 Bambora may require the Merchant's password to have a certain minimum length and complexity, and may at any time and at its sole discretion require the Merchant to change its password.

21 Antivirus software

21.1 All Bambora servers are equipped with an up-to-date antivirus program. The Merchant should secure its computers with up-to-date antivirus software. If Bambora encounters viruses or the like from the Merchant on several occasions, Bambora may terminate the connection to the Merchant and also demand the Merchant installs and updates an antivirus program.

22 Security checks

22.1 The IT systems that Bambora uses for the Payment Services are certified and security-approved as per the Card Schemes' PCI standard and undergo an annual IT review, which is carried out by a recognised IT security company.

22.2 Every quarter, a recognised IT security company scans Bambora's servers and networks to increase security and avoid hacking.

23 Misuse, etc.

- 23.1 Bambora strives to avoid misuse of its services, but cannot guarantee that Bambora's IT system will not suffer any misuse or hacking.
- 23.2 The Merchant must immediately inform Bambora if it has been subjected to misuse of Card Information or if the IT systems used by the Merchant have been subjected to attempted or actual hacking. In the same way, if the Merchant suspects misuse of Card Information or of Bambora's services or that Bambora's IT system has been or will be hacked, Bambora must be informed.
- 23.3 If Bambora considers that the Merchant is abusing the Payment Service, breaching the security rules and guidelines issued by Bambora or the supplier, or that abuse is taking place from a domain belonging to the Merchant, Bambora has the right to suspend the Merchant's use of the Payment Service or deny access to the Payment Service from the domain concerned.
- 23.4 Bambora does not take responsibility for any consequences that may arise if the Merchant has not complied with the security rules and guidelines issued by Bambora.

24 Transfer of Card Information

- 24.1 In cases where the Merchant comes into contact with card numbers, the Merchant undertakes to comply with and fulfill the conditions set out in the PCI DS Standard. The applications developed by the Merchant or third parties that were used to perform/support the Payment Service must have been developed in accordance with the PA DS Standard.
- 24.2 The Merchant does not have the right to share Card Information with its own servers or any third-party servers, unless the payee, including the Merchant itself, is specifically PCI-certified.
- 24.3 If Bambora discovers that the Merchant is sharing such data, Bambora has the right to immediately suspend the Merchant's use of the Payment Service. The Merchant may not regain access to the services until the Merchant can demonstrate that it meets all legal requirements and PCI regulations for payees.
- 24.4 In such cases, Bambora has the right to inform competent authorities and companies, including suppliers, and Bambora may also require the Merchant to inform specific authorities, companies or Cardholders.

25 Laws and regulations, etc.

- 25.1 Bambora fulfils the Regulations and the PCI requirements.
- 25.2 The Merchant is obligated to comply with the applicable legislation and applicable conditions for payees set out in the PCI Standard.
- 25.3 Bambora does not assume any liability for the legality of the Merchant's use of the payment system or the content of the data that the Merchant transmits in connection with the solution. It is entirely up to the Merchant to comply with the legislation vis à vis its own customers and third parties.

25.4 The Merchant will indemnify Bambora in respect of claims that third parties or authorities may make against Bambora in the event of alleged violations of third-party rights or the Merchant's breach of existing legislation, or conditions from a supplier. In the event of such claims, Bambora has the right to prevent the Merchant's use of Bambora's services without warning.

26 Rights

26.1 Bambora holds all the rights, including intellectual property rights, to the code and other materials made available to the Merchant in connection with the use of Bambora's Payment Services.

26.2 The Merchant will only receive temporary, non-exclusive user rights to the Code and other materials made available to the Merchant, and the Merchant does not have the right to copy the Code or other materials to a greater extent than necessary, as compensation for the use provided for in this Agreement.

26.3 The Merchant's use of the code and other materials made available to it presupposes that all outstanding sums are paid to Bambora.

26.4 The Merchant's breach of these rights will be considered a material breach of contract.

Terms of invoice payment and instalment payment

This Section contains provisions relating to Bambora's Invoice and instalment payment Service (“**the Invoice and instalment payment Service**”) provided by Bambora via the subcontractor Collector Bank AB.

27 Contractual relationship

27.1 Collector is not directly associated with the Merchant. The Merchant's contracting counterparty is Bambora. Collector Bank AB is, however, in a direct contractual relationship with the end customers who purchase the Merchant's goods and services (“**the Customer**”) and who pay for their purchase using the Invoice and instalment payment Service. In the first instance, the Merchant must contact Bambora with the information that the Merchant is obligated to provide under these general terms and conditions and with any questions or comments.

27.2 In the Merchant's online store, the Customer can choose to pay by invoice. After the Customer has received the invoice, the Customer can apply to pay for the purchase in instalments via Collector. The Customer is then given the opportunity to choose from the payment plan options that Collector offers at any given time. Once the Customer chooses payment by instalments, the Customer is given the opportunity to choose from the payment plan options that Collector can offer.

28 Granting of credit for purchase

- 28.1 Collector grants a one-time credit for the Customer to purchase goods and services ("**the Purchase**") and which the Customer has chosen to pay through the Invoice and Instalment Payment Service, all as stipulated in the individual credit agreements between Collector and the Customer. The credit risk arising from the Purchase is thus transferred to Collector. The Customer's creditworthiness is checked in real time based on the information provided by the Customer to Collector.
- 28.2 In order for a Customer to be granted credit, Collector must issue a positive credit decision. Collector has the right to refuse an End Customer credit on justified grounds. Collector's customer service is responsible for providing Customers with information about credit decisions concerning them.
- 28.3 Collector is responsible for providing Customers with the contact details for its customer service and an online helpline for the Customer.
- 28.4 Collector's credit assessment and lending presupposes that a valid and binding purchase agreement has been concluded between the Customer and the Merchant. The Merchant is responsible for ensuring that those Customers who, in the event of online sales, are forwarded to the payment page have concluded valid purchase agreements. Collector assumes no liability vis à vis the Merchant in cases where it transpires after the credit check that the credit agreement between the Customer and Collector cannot be concluded, if the error is not Collector's, nor for any consequences in the event of a failed credit agreement.
- 28.5 When using the Invoice and Instalment Payment Service, an invoice will be sent to the Customer with a payment deadline of fourteen (14) calendar days. The Merchant has the right to add a reasonable shipping fee and a reasonable invoice fee to the Purchase sum, which will be added to the total amount for which Collector is to grant credit. Collector does not provide credit for amounts other than those mentioned above.
- 28.6 Collector charges the Customer the following interest and fees: <https://cdn.walleepay.com/terms/Terms FI.pdf>. Collector is responsible for this pricing and has the right to change the customer prices due to, for example, increased general production costs, changes in the Merchant's business model, increases in interest rates, significant changes in the business environment, new legal requirements or for other important reasons. The Merchant undertakes to remain up to date with the current price list stated above.

29 Payment and fees

- 29.1 Bambora will pay compensation to the Merchant for Purchases for which Collector has granted credit in accordance with these general terms and conditions ("**the Payment**").
- 29.2 The Merchant will pay the cost of the Invoice and Instalment Payment Service to Bambora in accordance with these general terms and conditions, at the amounts stated in the applicable price list ("**the Fees**").

- 29.3 Bambora will furnish Payment to the Merchant after deduction of the amount the Merchant must pay to Bambora, including but not limited to the Fees (net settlement model). Payment will be made within seven (7) calendar days of the Purchase on a Banking Day, provided that the Merchant has activated the Purchase. This means that the payment will be further delayed in the event that the Merchant has not sent the product or performed the service (e.g. as a result of the product not being in stock at the time of the Purchase). Payment to the Merchant furthermore presupposes that Bambora has found no grounds to withhold funds from the Merchant in accordance with the provisions in Section 30 below.
- 29.4 The Merchant is not entitled to activate the Purchase until the product has been sent (or the service has been performed) in accordance with Sections 30.1 and 30.2. In any case, it is a requirement that the product purchased by the Customer has been sent to the Customer for Payment to the Merchant to take place. The Merchant undertakes to inform Bambora (i) of when the product has been delivered, (ii) if the product has not been delivered to the Customer or (iii) if the Customer has not picked up the product. The Merchant undertakes to deliver the product to the Customer within ninety (90) days after completion of the Purchase. If the Merchant has not delivered the product to the Customer within ninety (90) days, or if the Merchant cannot verify that the Customer has picked up the product, Collector has the right to declare the Purchase cancelled and thereby cancel the Invoice and Instalment Payment Service vis à vis the Customer. Collector is not responsible for granting credit in the event of late delivery. The Merchant must set conditions for the Customer that match Bambora's requirements in this regard, i.e. requirement that the product be collected within ninety (90) days. In the event that the Agreement ceases to apply after termination by one of the Parties and the Merchant has undelivered products, Collector has the right to declare the Purchase cancelled and thereby cancel the Invoice and Instalment Payment Service vis à vis the Customer.
- 29.5 Payments are to be made to the bank account specified by the Merchant. Bambora has the right to offset and deduct any Fees yet to be paid by the Merchant and other payments to be made to Bambora, from Bambora's Payments to the Merchant. If the funds available are insufficient for offsetting, the Merchant is obligated to pay such outstanding debt to Bambora within one (1) week of the Merchant receiving a written request from Bambora to do so. If such payment is not received, Bambora has the right to invoice the Merchant for such debt.

30 Complaints, returns and delivery requirements for Invoice and Instalment Payment

- 30.1 Regardless of the method of delivery, products and services purchased must be delivered to the person and address that has been approved by Collector during the credit check.
- 30.2 If the goods are delivered to a postal agent, the delivery point must be the delivery point that is closest to the Customer's approved address or within 10 kilometres of that address.
- a) The goods must be sent by trackable mail, i.e. by registered letter or with a tracking number.
 - b) The logistics company must have security routines for their deliveries.

- c) In the case of a home delivery, confirmation of the delivery must be ensured by way of valid ID check and the recipient signing.
 - d) If the delivery is picked up by a representative, the recipient's ID document must be presented and the recipient's name registered.
 - e) The details under Sections a) to d) above must be documented and provided to Bambora upon request.
- 30.3 The Merchant undertakes to take full responsibility for any losses and/or costs incurred by Bambora as a result of cancellation or cancellation of Purchases, withholding of transaction price, defects in goods or services, delayed deliveries of acknowledgement of receipts for services, and any other claims and complaints coming from the Customer that depend on the actions of the Merchant or its subcontractor.
- 30.4 Bambora is entitled to exercise its right to offset or, if insufficient funds are available, reimbursement from the Merchant if costs have arisen as a result of (i) the goods or services being sent or delivered to an address not approved by Collector, (ii) the possibilities to claim or receive compensation for the Purchase are limited (e.g. when payment has already been demanded or the product has been sold to a third party), (iii) there is an ongoing dispute between the Customer and the Merchant based on a circumstance other than the Customer's unwillingness to pay, i.e. as a result of defective goods/services or a delivery has not been made, (iv) a Purchase has taken place where a claim is made against a company or against an individual who shares a financial interest with the Merchant, including group companies, employees or the Merchant's owners, (v) Purchases have been made where the customer has received cash, cheques or the like, (vi) the Merchant has not provided Bambora with the Customer's e-mail address and telephone number, (vii) the Merchant does not comply with the fraud provisions set out in these general terms and conditions, (viii) the Merchant commits a breach of this Agreement, (ix) the Customer exercises their legal right to withdraw, or the Merchant has granted an extended right to withdraw, (x) the Merchant has not used registered mail or trackable mail as provided for in these terms and conditions, or when the tracking number is not provided at Bambora's request, or, (xi) the Merchant uses terms and conditions vis à vis a Customer who does not comply with these terms and conditions.
- 30.5 If the Merchant accepts cancellation or revocation of Purchases for reasons other than mandatory legal provisions or for a reason outside the purchase agreement between the Merchant and the Customer, the Merchant is also obligated to compensate Bambora for any credit interest and handling fees not received from the Customer and other costs that Bambora may have incurred as a result. If it transpires that the Merchant has completed the Purchase with the incorrect use of information due to the Merchant not having checked the Customer's identity with due care and diligence, Collector has the right to cancel the Purchase. In such a case, Bambora has the right to exercise its right of offsetting and reimbursement.

- 30.6 The Merchant is obligated to inform Bambora without delay of any Purchase cancelled or revoked, as well as of all price discounts, partial refunds and other binding requirements from Customers.
- 30.7 Should Bambora be held liable to repay the purchase price to the Customer in full or in part, or to pay compensation or other type of payment to the Customer as a result of the joint liability referred to in the applicable consumer protection legislation, the Merchant is obligated to reimburse Bambora in full for all costs incurred by Bambora as a result.
- 30.8 The Merchant is not entitled to grant the Customer use of the Invoice and Instalment Payment Service to pay for a down payment, cash contribution or the like in order to obtain credit or take out a loan with the Merchant or a third party.
- 30.9 The Merchant must answer questions from Bambora regarding fraud cases within twenty-four (24) hours of being contacted by Bambora.

31 Tax consequences

Each Party shall bear sole responsibility for any value added tax (VAT) or other tax consequences incurred as a result of the Invoice and Instalment Payment Service.

32 Compensation for loss or damages

In addition to the liability clause found elsewhere in this Agreement, such as in Section 25.4, the Merchant must reimburse Bambora for any credit interest and handling fees that have not been received from the Customer and any other costs that have been incurred by Bambora as a result of the Merchant accepting a termination or cancellation of a purchase agreement for reasons other than mandatory legal provisions or due to circumstances that are outside the purchase agreement between the Merchant and the Customer.

33 Transitional period

Until further notice, Collector, instead of Bambora, will be the party who is in contact with the Merchant and thus handling Payment to the Merchant of funds that have flowed in as a result of the Purchase. The rights and obligations attributed to Bambora in these terms and conditions (such as in Sections 29 and 30) therefore apply to mutatis mutandis to Collector.

34 Other

- 34.1 The Merchant's online store must have, as a minimum, SSL protection. The Merchant may not store personal data that has been obtained for the credit decision in its own databases without having obtained the prior permission of the Customer.
- 34.2 The Merchant shall ensure that Collector's General Credit Terms applicable at any given time are available for the Customer to read upon request. The current version is available (in Swedish) at the following link: https://cdn.walleepay.com/terms/Terms_SE.pdf and (in Finnish) at the following link: https://cdn.walleepay.com/terms/Terms_FI.pdf.
- 34.3 In cases where the Merchant intends to display marketing and advertising materials relating to the Invoice and Instalment Payment Service, such materials must be obtained from

Bambora. Due to certain legal requirements pertaining to creditors, the Merchant's own materials may not be used for marketing.

- 34.4 According to the law governing the registration of certain creditors, the creditor must store credit documents and related details of the credit granting process for five (5) years from the date on which the credit became due for full payment. The provision also applies to marketing and advertising materials and, for that reason, the Merchant must keep such materials on behalf of Collector for the prescribed period.
- 34.5 Bambora, Collector and the Merchant have the right to use subcontractors in their operations. Bambora, Collector and the Merchant have full responsibility for the work and actions of any subcontractors in the same way as they are responsible for their own work and their own actions.
- 34.6 Within the framework of the Invoice and Instalment Payment Service, Bambora will be processing the Customer's personal data on behalf of the Merchant as part of Bambora sharing them with Collector. For this reason, the Merchant and Bambora have concluded a personal data processing agreement which is annexed to, and forms part of, this Agreement. In the event of any conflict between the personal data processing agreement and the Agreement in general, the personal data processing agreement shall take precedence to the extent that the conflict concerns Bambora's processing of the Customer's personal data.

Terms for direct payment via Nordea e-payment

This Section contains provisions relating to direct payment ("**Nordea e-payment**"). The Merchant has the right to add Nordea e-payment as an alternative means of payment provided that the Merchant notifies Bambora and otherwise fulfills the terms of this Agreement.

35 Contractual relationship

- 35.1 In order for the Merchant to be able to receive payment via Nordea e-payment, 1) the Merchant must have signed an agreement with Nordea ("**the Bank**") to receive payment via Nordea e-payment and 2) the Merchant must provide the agreement number/ID and the MAC key issued by the Bank to Bambora.
- 35.2 The Merchant's contracting counterparty for the Nordea e-payment service is the Bank. If the Merchant has any questions about Nordea e-payment, the Merchant should primarily contact the Bank.
- 35.3 The Merchant undertakes to immediately inform Bambora of significant changes in the relationship with the Bank concerning Nordea e-payment and that may negatively affect Bambora, and furthermore whether the Nordea e-payment agreement with the Bank has been cancelled (regardless of the reason).
- 35.4 The Merchant has the right at any time to cancel access to Nordea e-payment through Bambora's Payment Service, whereby Bambora, upon the Merchant's notification, has the

right to invoice the Merchant for the current month regardless of when such cancellation takes place.

36 Payment and fees

36.1 The Merchant will pay the applicable fee for Nordea e-payment to the Bank in accordance with the agreement or other arrangement with the Bank. The Merchant will also pay fees once a month to Bambora for access to Nordea e-payment as a payment method in the Merchant's online store.

37 Purchase, return, complaint and delivery requirements for purchases made via Nordea e-payment

37.1 Please refer to the current agreement between the Merchant and the Bank for information on handling complaints, returns and delivery requirements for purchases via Nordea e-payment.

Mobilepay direct payment terms

38 Contractual relationship

38.1 In order for the Merchant to be able to receive payments via Mobilepay, the Merchant must contact Bambora to activate the service.

38.2 The Merchant's contracting counterparty for the Mobilepay service is Bambora. If the Merchant has any questions about Mobilepay, the Merchant should primarily contact Bambora.

38.3 The Merchant has the right, at any time, to terminate access to Mobilepay via Bambora. In this case, the Merchants need to notify Bambora in order to cancel access to Mobilepay via Bambora.

39 Payment and fees

39.1 The Merchant will pay Bambora, as per their agreement, for the use of Mobilepay (the Merchant pays nothing to Mobilepay).

40 Purchase, return, complaint and delivery requirements for purchases

40.1 Please refer to the current agreement between the Merchant and Bambora, concerning the acquisition service, for information on handling complaints, returns and delivery requirements for purchases via Mobilepay.

Common provisions

This Section contains provisions of a general legal nature applying to Bambora Payment Services as described above.

41 The period of validity of the agreement and grounds for withdrawal

- 41.1 The Agreement is considered concluded on the date Bambora approves an application for Payment Services. Bambora will notify the Merchant in writing that the application has been approved and that the Agreement has thus entered into force. The Agreement is valid until further notice, with a mutual notice period of thirty (30) calendar days.
- 41.2 Any notice of termination of the Agreement must be in writing and the notice may be sent by email. Section 48.7 shall apply to a notice of termination.
- 41.3 In the event a Party is in material breach of its obligations under the Agreement, the other Party shall be entitled to terminate the Agreement with immediate effect. In accordance therewith, Bambora shall inter alia be entitled to terminate the Agreement with immediate effect in the event the Merchant does not reimburse Bambora in accordance with Section 9 or payment is not made pursuant to Section 42.
- 41.4 In the event the Agreement is terminated, irrespective of the reason therefore, the Merchant's sales against payment by Card pursuant to the Agreement shall terminate at the same time, which means that Bambora, in its turn, shall no longer be entitled or obligated to accept Transactions from the Merchant.
- 41.5 In the event the Agreement is terminated, irrespective of the reason therefore, the Parties remain liable for any and all Transactions effected on the basis of the Agreement prior to such termination.
- 41.6 Bambora has the right to withdraw from the Agreement with immediate effect 1) *in the event* of significant changes in the Merchant's ownership, 2) *if* the Merchant or a person associated with the Merchant is, or will be, registered in such a register as referred to in Section 41.8 below or circumstances occur that constitutes a basis for such registration, 3) *if* in Bambora's overall assessment finds it probable that the Merchant must be considered to be involved in, or otherwise have a connection with, criminal activity, 4) *if* the number or nature of disputed Transactions in Bambora's well-founded opinion deviates from what Bambora deems to be normal, 5) *if* the Merchant has provided incorrect, incomplete or misleading information, 6) *if* the Merchant's operations, industry affiliation or character in Bambora's well-founded opinion have changed, or will change, compared to the circumstances at time of conclusion of the Agreement, 7) *if* the Merchant's ability to pay in Bambora's opinion is questionable, 8) *if* the Merchant in Bambora's reasonable opinion can be expected to go bankrupt; 9) *if* the Merchant materially fails to fulfill any of its obligations vis à vis the Cardholders; 10) *if* the Merchant does not accept all the Cards covered by the Agreement, or 11) *if* the Merchant, in Bambora's reasonable opinion, can damage or is damaging Bambora's reputation through its actions/activities.

- 41.7 Bambora continuously monitors whether the information that the Merchant has provided to Bambora, such as regarding the time that elapses between the time of payment by Card at the Merchant's store and the time of delivery/provision of the goods/services the payment concerns, correctly reflect the actual circumstances prevailing at any given time. It is the Merchant's responsibility to reasonably help facilitate such data reconciliation. The reconciliation referred to in the previous paragraph is primarily performed to ensure that the payment terms applicable between the Parties, any collateral provided to secure Bambora's right to payment, etc., 1) correctly reflect the actual circumstances, and 2) are also otherwise in compliance with Bambora's guidelines and Instructions. If the information provided by the Merchant deviates from the actual circumstances, Bambora has the right to take the necessary measures which in Bambora's opinion are necessary to compensate for the discrepancy. Such measures may, for example, consist of Bambora requiring 1) the Merchant to provide a new or different security to safeguard Bambora's right to payment, or 2) the payment terms to be changed. If the Merchant does not accept the measures that Bambora requires on the basis of the previous paragraph, Bambora has the right to withdraw from the Agreement with immediate effect.
- 41.8 The Merchant may be registered in a special register if the Agreement is terminated due to the Merchant's breach of contract or due to the Merchant providing incorrect, incomplete or misleading information at time of, for example, conclusion of the Agreement.
- 41.9 Such registers as referred to in Section 41.8 are kept by, for example, Visa and/or MasterCard from time to time. The Agreement also considers the Networks' various systems, for monitoring acquisition agreements that have been terminated due to breaches of agreement or similar reasons, to be equivalent to "**Special Registers**".

42 Prices

For those services that Bambora provides under the Agreement, the Merchant must pay the prices and Fees that Bambora generally applies at any given time and that are available in the application for connection to Bambora's Payment Services, and/or in the notification that Bambora sends the Merchant that the application has been approved. Bambora reserves the right to change its prices and fees at any time. Such changes will take effect no earlier than thirty (30) calendar days after the Merchant has been informed of the change. Payment must also be furnished under the conditions set out in Section 9.

43 Limitation of liability

- 43.1 Notwithstanding the provisions stated in Section 7.4, Bambora's liability under the Agreement is limited to EUR 10,000 per calendar year, with the exception of situations where Bambora has acted with gross negligence or malicious intent. Bambora may under no circumstances be held liable for indirect losses.
- 43.2 If the Merchant wishes to claim compensation from Bambora due to an error caused by Bambora, such a claim must be brought against Bambora within forty-five (45) days of the date on which the Merchant became aware or should have become aware of the grounds for

the claim. Claims against Bambora will lapse if court proceedings are not initiated within one (1) year from the time the grounds for the Company's claims became known or should have become known to the Merchant.

44 Reporting

44.1 From the conclusion of this Agreement, the Merchant shall, at Bambora's request and without delay, provide Bambora with its most recent annual report in Swedish, in Finnish or in English, unless otherwise agreed. Furthermore, at Bambora's request, the Merchant shall without delay and within two (2) weeks of Bambora's request, provide interim reports (e.g. half-yearly and quarterly reports) and other information that may be relevant to the Parties' cooperation within the framework of the Agreement.

44.2 The Merchant shall notify Bambora immediately in writing regarding changes relating to the composition of its company name, ownership structure, address, telephone and e-mail address, relevant account numbers, changes in branch affiliation and other circumstances which may be of significance under the Agreement.

44.3 A Party shall also notify the other Party immediately of events which may be assumed to affect, or will affect, all or parts of the co-operation pursuant to the Agreement. It is of particular importance that all planned changes in a Party's IT system which in any respect may be assumed to affect the co-operation are notified to the other Party immediately upon commencement of planning with respect to the changes.

44.4 Bambora shall regularly verify how the information which the Merchant has provided to Bambora, e.g. regarding the time which elapses between the date of payment by Card at the Merchant and the date for delivery/performance of the product/service to which the payment relates accords with the circumstances actually prevailing from time to time. The Merchant shall be obliged to assist, to a reasonable extent, in order to facilitate such verification.

44.5 The verification referred to in the preceding paragraph shall take place primarily to ensure that the payment terms and conditions and any security provided to secure Bambora's right to payment, etc., from time to time 1) correspond to the actual circumstances; and 2) are otherwise also in accordance with Bambora's guidelines and policies.

45 Force Majeure

45.1 Neither Party shall be liable for the failure to perform any obligation pursuant to the Agreement where such failure is due to a Force Majeure Event where such circumstances are beyond such Party's control which prevents or renders materially more difficult timely performance of its obligations.

45.2 Force Majeure Events shall include, inter alia, war, acts of war, terrorist actions, import or export prohibitions, natural disasters, restrictions on general public transport, deficiencies or delays in energy supplies or telephone connections, the actions or omissions of public authorities, new or amended legislation, orders or actions of public authorities, labour

conflicts, blockades, fire, flooding, extensive losses or destruction of property or major accidents, as well as defects or delays in products or services from subcontractors as a consequence of circumstances stated above (each a “**Force Majeure Event**”). Labour conflicts shall be deemed to be Force Majeure Events irrespective of a Party’s role in such conflict.

45.3 In the event that a Party wishes to be released from its obligations under the Agreement by relying on Section 45.1, such Party shall, where possible, notify the other Party thereof without undue delay.

45.4 In the event the performance of the Agreement is materially impeded for a period in excess of fifteen (15) Business Days due to a Force Majeure Event, either Party shall, without liability, be entitled to terminate the Agreement by giving thirty (30) calendar days’ written notice to the other Party.

46 Confidentiality

46.1 The terms and conditions of the Agreement and any information about the Merchant shared with Bambora are confidential, except for any information accessible on Bambora’s website including these general terms and conditions, and the Parties shall not be entitled to disclose such information to any third party. Nor may either Party disclose to any third party information regarding the other Party’s business which may be considered a business or trade secret.

46.2 The Merchant agrees, however, that Bambora may, in accordance with duty of confidentiality of payment institutions, transfer such information as referred to in Section **Error! Reference source not found.** above to 1) companies within the same group as Bambora; 2) Card Schemes; 3) service providers with which Bambora co-operates in order to offer additional services, or to improve Bambora’s services or to ensure the performance of the Agreement in respect of e.g. PCI DSS and other security issues; and 4) companies with which Bambora co-operates, such as referral partners, payment facilitators and Payment Service Providers.

46.3 The Merchant furthermore agrees that Bambora may disclose information to third parties insofar as such disclosure is necessary for Bambora to be able to connect the services selected by the Merchant, and fulfill its obligations or exercise its rights under the Agreement. The Merchant will also allow Bambora to disclose information about the Merchant and its Transactions to the parties listed in Section 46.1 to the extent that Bambora deems necessary, inter alia including data on fraud, data on Chargebacks and data on card issuers.

46.4 Section **Error! Reference source not found.** shall not prevent Bambora from disclosing such information as Bambora is required to disclose by law, government regulations, settlement, requests from other acquiring banks, or an injunction from a competent authority or court.

47 Personal data

47.1 Within the scope of this Agreement, Bambora may process personal data. Such personal data may either relate to (i) the Merchant and be collected for KYC purposes when the Merchant

is boarded by Bambora, or (ii) the Card Holder as Card Information, when handling a payment transaction. Irrespective of the type of personal data, Bambora will process such personal data as data controller and will therefore be responsible and liable for the lawfulness of such personal data processing.

47.2 The Parties agree that they will be individually responsible for the personal data processed by each Party in connection with the Agreement and that the Parties will comply with the applicable data protection legislation, including the GDPR, with respect to such personal data.

47.3 The first paragraph shall not apply to data regarding Customers that are processed within the framework of the Invoice and Instalment Payment Service, which is set out in more detail in Section 34.6.

48 Other

48.1 If any provision of this Agreement conflicts with a provision of the Swedish Payment Services Act or the Finnish Payment Services Act (290/2010, as amended), the Agreement applies in cases where the Act allows Bambora and the Merchant to agree that the legal provisions shall not apply. For instance, Chapter 4 of the Swedish Payment Services Act shall not apply to this Agreement, nor shall Chapter 5. Section 1 Para. 1, Sections 28-30, Section 31 Para. 2-3, Sections 35-37, Section 47, Section 48 Para. 1-3, Sections 49-53 or Section 54 Para. 1 or Chapter 5a Sections 2-5 or Section 6 Para. 1. Neither, for instance, Chapter 2 or 3 of the Finnish Payment Services Act shall apply to this Agreement. Neither Section 38(2), Section 40(1-4) and 40(6), Section 47, Section 48, Section 52, Section 62, Section 64-67, Section 69, Section 71, Section 72, Section 76, Section 79 Section 80 and Section 88 shall apply.

48.2 The current General Terms and Conditions and Instructions are available on the Bambora website (www.bambora.com). Bambora has the right to amend these general terms and conditions and/or Instructions at any time without the prior approval of the Merchant. The Merchant is responsible for keeping itself updated with the current version. In case of significant changes, Bambora shall promptly and at least thirty (30) days prior to the change takes effect, provide the Merchant the new version of the general terms and conditions and or inform the Merchant of where they can be found. If the Merchant has not informed Bambora that it does not accept the changes before the effective date, the Merchant shall be considered to have accepted the changes.

48.3 Neither Party may assign any of its rights and/or obligations pursuant to the Agreement to any third party without the other Party's written consent, which shall not be unreasonably withheld, delayed or made contingent on conditions. Bambora may, however, without the consent of the Merchant, assign its rights and/or obligations to companies within the same group as Bambora.

48.4 In the event the Agreement does not state the manner in which costs incurred as a consequence of the co-operation are to be borne or allocated, the Parties shall, upon taking a decision to carry out such a measure, also decide on the manner in which the measure shall

be defrayed. In the absence of such a decision and where the Parties are unable to agree on the manner in which the costs shall be borne or allocated, and in the event the measure is nevertheless carried out the Party that chooses to carry out the measure shall also be solely liable for the cost thereof.

48.5 Other than as stated in the Agreement, the Parties shall not be entitled to represent each other or to use each other's trademarks, company names or know-how without the other Party's written consent. Such right of use does not create any rights and shall cease immediately upon the termination of the Agreement.

48.6 Subject to the below Sections, a Party may retain subcontractors without the other Party's prior consent. The Merchant shall, however, notify Bambora immediately in the event such retention affects or could affect the Parties' co-operation pursuant to this Agreement.

48.7 If the Merchant intends to retain a subcontractor that may get access to Card Information in connection with Transactions, such subcontractor must be approved by Bambora in writing and in advance. Each Party is responsible and liable with respect to all acts and omissions of its subcontractors or even if such subcontractor is also responsible towards the other Party.

48.8 Each Party shall within reasonable time notify the other Party about matters that affects, or could affect, the Parties' co-operation pursuant to this Agreement.

48.9 Each Party confirms that the Agreement (and any document referred to herein) constitutes the Parties' entire agreement on the issues to which the Agreement relates. All oral or written undertakings or representations made prior to the Agreement are replaced by the Agreement. Unless otherwise stated herein, this Agreement may not be amended or modified except by written agreement signed by both Parties.

48.10 Any notices in accordance with the Agreement shall be written and, in Swedish or English, and delivered in person or sent by courier, letter or e-mail, to the addresses of the Parties specified in the Agreement. The Parties agree that Merchant's potential complaints may be responded in Swedish or in English and may be delivered as set out in this Section. 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 outside working hours, the message shall be deemed to have been received by the Party concerned at the start of ordinary working hours on the next Business Day. In this regard, ordinary working hours shall mean 9 am to 5 pm.

48.11 Each Party shall ensure that those of its employees who are required to have knowledge of the Agreement are informed of the content of the Agreement.

48.12 Either Party is liable for direct losses incurred as a result of the Party who caused the loss breaching any of the provisions of this Agreement.

49 Applicable law and disputes

49.1 The Agreement shall be governed by and construed in accordance with Swedish substantive law.

49.2 Disputes relating to the Agreement, its execution, interpretation and/or application or other legal relations connected to the Agreement shall preferably be resolved through negotiations between the Parties.

49.3 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, and which could not be resolved within thirty (30) calendar days pursuant to Section 49.2 above, shall be finally settled by the general courts in Sweden with Stockholm District Court as first instance.

PERSONAL DATA PROCESSING AGREEMENT

This Personal Data Processing Agreement (“**the Processing Agreement**”) has been concluded between the Merchant (hereinafter “**the Data Controller**”) and Bambora (hereinafter “**the Data Processor**”). The Data Controller and the Data Processor are each separately referred to as “**the Party**” and jointly as “**the Parties**”. The Processing Agreement constitutes an appendix to the Agreement and only covers such processing of personal data that the Data Processor performs on behalf of the Data Controller within the framework of the Invoice and Instalment Payment Service. The Data Controller is the controller responsible for the processing of personal data covered by this Processing Agreement. The Data Processor assists with collecting personal data.

1 Document

This Processing Agreement consists of this main document and Sub-Appendix 1, Instructions and Sub-Processors.

2 Definitions

Any terms and definitions not defined in this Processing Agreement or the Agreement shall have the same meaning as and interpreted in accordance with Applicable Legislation. For the purposes of this Processing Agreement, the following terms shall have the following definitions:

"**GDPR**" means Regulation (EU) 2016/679, as amended from time to time.

"**Personal data**" means the personal data (as defined in the Applicable Legislation) specified in Sub-Appendix 1.

"**Applicable Legislation**" means (i) the GDPR, and (ii) any applicable legislation supplementary to the GDPR.

3 Policies

3.1 The Data Processor shall process the Personal Data in accordance with the Processing Agreement, the Data Controller's written instructions and Applicable Legislation. The Data Controller is responsible and liable for the instructions, and the Data Controller's personal data processing in general, complying with the Applicable Legislation at all times.

3.2 The Data Processor may not process the Personal Data for any other purpose or in any other way than in accordance with the Data Controller's instructions. Sub-Appendix 1 shall be updated in the event that the Data Controller provides new or revised instructions.

3.3 Notwithstanding the above, the Data Processor has the right to take such measures as are necessary to fulfill

its obligations under the Agreement and that fall under the objectives under Sub-Appendix 1.

3.4 In the event that the Data Processor considers that an instruction from the Data Controller is incompatible with the Applicable Legislation, the Data Processor shall refrain from following the instruction and inform the Data Controller thereof without undue delay and await updated instructions.

4 Security measures

4.1 The Data Processor shall take and at all times maintain the necessary technical and organisational measures to protect the Personal Data. The security measures must as a minimum ensure that the Personal Data are protected against destruction, alteration, dissemination and unauthorised access. Access to the Personal Data must be logged in a way that is trackable.

4.2 The Data Processor shall ensure that (i) only persons authorised by the Data Processor, who need access to the Personal Data to fulfill the Data Processor's obligations under the Agreement, have access to the Personal Data, (ii) such authorised persons only process the Personal Data in accordance with this Processing Agreement, and (iii) each such authorised person has undertaken to observe confidentiality corresponding to the confidentiality obligation pursuant to this Processing Agreement regarding the Personal Data.

4.3 In the event that a system that processes Personal Data is the subject of a personal data incident and/or unauthorised access, the Data Processor shall notify the Data Controller without unreasonable delay. Such notification shall, if possible, contain as a minimum the information set out in Article 33 (3) of the GDPR.

5 The Data Processor's obligation to assist

The Data Processor shall, by technical and organisational measures and others, assist the Data Controller to fulfill the Data Controller's obligations to ensure that the data subjects can exercise their rights in accordance with the Applicable Legislation. The Data Processor shall furthermore assist the Data Controller regarding the Data Controller's obligations under Articles 32–36 of the GDPR.

6 Sub-Processors

6.1 The Data Processor may engage a third party to carry out the processing, or parts thereof, on behalf of the Data Processor ("**Sub-Processor**"). In the event that the Data Processor intends to hire a new Sub-Processor, the Data Controller shall be given advance notification in writing and thereby be given the opportunity to express misgivings about the Sub-Processor. If the Data Controller has not expressed misgivings within ten (10) days of receiving such

notification, the Sub-Processor may be engaged. The Data Processor is responsible for any Sub-Processors engaged as it is for itself. Any Sub-Processors engaged are listed in Sub-Appendix 1, which must be updated in the event of any changes in the Sub-Processors engaged.

6.2 The Data Processor shall conclude a written agreement with each Sub-Processor in which the Sub-Processor undertakes the same obligations as the Data Processor has undertaken under this Processing Agreement.

6.3 In the event that the Data Controller objects to a new Sub-Processor being engaged as provided for in Section 6.1 above, the Data Processor shall refrain from hiring the Sub-Processor. If this is not practicable or commercially reasonable according to the Data Processor, the Data Processor shall have the right to either (i) receive compensation from the Data Controller for the additional costs incurred by the Data Processor as a result of the objection, or (ii) terminate this Processing Agreement with forty-five (45) days' notice.

7 Transfer to non-EU Countries

The Data Processor may only transfer Personal Data outside the EU/EEA, or hire a Sub-Processor to process Personal Data outside the EU/EEA, if the Data Processor can show that there are legal grounds for such transfer. At the request of the Data Controller, the Data Processor shall provide documentation showing the applicable legal grounds for the transfer.

8 Audit

8.1 At the request of the Data Controller, the Data Processor shall once per calendar year provide the information and documentation necessary to prove that the Data Processor is acting in accordance with its obligations under the Applicable Legislation and this Processing Agreement.

8.2 If the Data Controller, despite having received information as set out in Section 8.1 above, has reasonable documented grounds to assume that the Data Processor is not fulfilling its obligations under the Applicable Legislation or this Processing Agreement, the Data Controller has the right to perform an audit of the Data Processor's Personal Data processing by giving 30 days' written notice. The Data Processor shall assist the Data Controller and provide all such information as is necessary, as well as provide access to the necessary extent, in order for the Data Controller to carry out the audit. Each Party shall bear its own costs for such audit.

8.3 If a supervisory authority conducts an audit of the Data Processor, the Data Processor shall notify the Data Controller. The Data Processor does not have the right to represent the Data Controller during such audit.

9 Compensation

The Data Processor shall be entitled to compensation for costs and expenses incurred by the Data Processor due to (i) changes in the Data Controller's instructions, or (ii) the

Data Processor's fulfillment of its obligations under Paragraph 5 above. The Data Processor shall receive compensation for such measures as stated in the Data Processor's current price list for consulting services or, where applicable, an agreed consultancy price list.

10 Confidentiality

10.1 The Data Processor undertakes not to disclose or make available the Personal Data, or any information related to the Personal Data, to third parties. For the purposes of this Paragraph 10, "third party" does not mean Sub-Processors. This confidentiality obligation shall remain in effect after the termination of the Agreement.

10.2 Notwithstanding Section 10.1, the Data Processor has the right to disclose such information if the Data Processor is obligated to do so by law, judgment or official decision. The Data Processor shall immediately, before the Personal Data is disclosed, notify the Data Controller in writing once such an obligation arises, provided that this is not prohibited under the Applicable Legislation.

11 Liability

11.1 Each Party's liability for damages under this Processing Agreement is governed by the Agreement.

11.2 Notwithstanding Section 11.1 above, either Party (in accordance with Article 82 (5) of the GDPR) shall pay compensation to the other Party if the other Party has paid compensation to a data subject who has suffered losses as a result of a breach of the GDPR caused by processing that the first Party has been involved in. Compensation shall be equivalent to the first Party's share of the responsibility for the processing. In addition, the first Party shall also pay compensation to the other Party for a fair and proportionate share of the costs incurred by the other Party to deal with the data subject's claim. The other Party shall without undue delay inform the first Party of the data subject's claim, in the event that it is probable that the first Party will have to pay compensation. The first Party shall be given reasonable insight into the documents exchanged between the data subject and the second Party regarding the claim for compensation and shall be given the opportunity to comment on the content of them.

11.3 To avoid doubt, administrative penalty fees as set out in Article 83 of the GDPR shall be paid by the Party who has committed the breach of the Applicable Legislation. Administrative penalty fees are not covered by the liability provisions of this Processing Agreement.

12 Return and erasure of the Personal Data

Once the Agreement expires, the Data Processor shall, at the request of the Data Controller, transfer the Personal Data to the Data Controller in a commonly available machine-readable format. The Data Processor shall erase the Personal Data no earlier than thirty (30) days and no later than sixty (60) days after the termination of the Agreement, unless otherwise required by applicable law.

13 Period of Validity of the Agreement

This Processing Agreement shall, regardless of the validity of the Agreement, enter into force when the Data Processor begins processing the Personal Data on behalf of the Data Controller, and shall end once the Data Processor has deleted the Personal Data as stipulated in Paragraph 12 above.

SUB-APPENDIX 1, INSTRUCTIONS AND SUB-PROCESSORS

1 Instructions

All processing performed by the Data Processor must be carried out in accordance with these instructions. If the Data Processor processes Personal Data in violation of these instructions, the Data Processor shall be deemed to be the data controller for such processing.

	INSTRUCTIONS
Purposes of processing	The Personal Data are to be processed so that they can be shared by the Data Processor with the Data Processor's invoicing partner, when the data subject (the Merchant's end customer) has chosen to pay by invoice. The invoicing partner needs the Personal Data to grant credit and issue correct invoices.
What the processing entails	The processing consists of collecting the Personal Data and sharing it with the Data Processor's invoicing partner.
Duration of the processing	The personal data will be processed as long as the Agreement is valid
Categories of personal data	This can vary, but often includes the data subject's name, address, personal national ID number, goods purchased, amount owing, shipping method and e-mail address.
Categories of data subjects	The Merchant's end customers.

2 Sub-Processors

Name	Company registration number	Geographic location	Service description
Amazon Web Services, Inc.	4152954	Ireland	Hosting service
SFDC Sweden AB	556665-6814	Sweden	CRM
Infobip Ltd.	7085757	Germany	SMS service