

BAMBORA DEVICE – GENERAL TERMS AND CONDITIONS

1 Background, definitions etc.

- 1.1 These general terms and conditions form part of the agreement between Bambora Device AB, company registration no. 556621-5215, (“**Bambora**”) and the merchant as described in the Agreement (the “**Merchant**”).
- 1.2 Bambora and the Merchant are hereinafter jointly referred to as the “**Parties**” and individually as a “**Party**”.
- 1.3 Bambora is part of the Bambora group whose main activity is card acquiring services. Bambora offers (directly or indirectly through subcontractors) hire and license of terminals and any applied accessories, associated software and potential drivers, for collecting card information through transactions (including authorisation, value added services and parameter services) via any payment gateway used by Bambora (“**Gateway**”), (together “**Bambora Device**”). Bambora also offers related support services to the Merchant.
- 1.4 Bambora will provide the Merchant with the following services:
 - a) Hire and license of Terminals in accordance with the Agreement, these General Terms and Conditions and the Special Terms and Conditions (as defined below); and
 - b) Support services in accordance with the Agreement, these General Terms and Conditions and the Special Terms and Conditions for Service and Support (as defined below).
- 1.5 The Parties may agree that Bambora shall provide further payment solutions and services to the Merchant (“**New Services**”) in accordance with the Agreement (which will be updated and supplemented with such New Services).
- 1.6 In case of any discrepancies between the documents constituting the Agreement, the following order of priority shall apply (all as defined below);
 - 1) the Special Terms and Conditions, 2) the General Terms and Conditions, and
 - 3) the Instructions.

2 Definitions

All the definitions should apply 1) in the singular and the plural, and 2) in the definite and indefinite forms of the respective definition. There are also definitions elsewhere in the Agreement.

Agreement means the Merchant’s application for Bambora Device, Bambora’s written grant of the application, the General

	Terms and Conditions and Special Terms and Conditions including any appendices as well as any applicable Instructions in force from time to time.
Bambora Device	shall have the meaning ascribed hereto under section 1.3 in 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 such as a watch, mobile phone or wrist band, correctly issued by an authorised and/or licensed card issuer, bearing a trademark and 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.
Card Scheme	means any card scheme agreed for card acquiring services from time to time.
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.
Cardholder	means a natural person in whose name a Card has been issued.
Contactless Payment	means a payment where the Card is held very close to the Terminal to let the Terminal capture the information stored on a Card.
Delivery Date	shall have the meaning ascribed hereto under section 2.2 of the Special Terms and Conditions.
Equipment	means the Software and the Hardware.
Force Majeure	shall have the meaning ascribed hereto under section 8 in the General Terms and Conditions.
General Terms and Conditions	means these general terms and conditions which are published on www.bambora.com as updated from time to time.
Hardware	means the Terminal excluding the Software.
Instructions	means the Equipment's user manual and any instructions and recommendations issued by Bambora and/or the Equipment's manufacturers in writing from time to time, available at www.bambora.com , to the Merchant for the purposes of the services provided under this Agreement.

Intellectual Property Rights	means all copyright (including the right to computer programs, source codes, object codes and algorithms), trademarks, design rights, patent rights, inventions, know-how and other intellectual and/or industrial property rights under this Agreement.
Merchant	means the company which has entered into this Agreement with Bambora.
Rental Fee	means the rental fee for the Hardware, the license fee to use the Software and the fee for the Support Services.
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 for which Instructions may be issued by Bambora for each such Sales Method.
Software	means all the software licensed to the Merchant under this Agreement including but not limited to the software in the Terminal(s) and any potential software components.
Special Terms and Conditions	means the Special Terms and Conditions for hire and license of terminals.
Support Services	shall have the meaning described in the Special Terms and conditions for Support Services.
Terminal	means technical equipment which collects information stored on a Card in order to create a Transaction, irrespective of whether the information is stored on a magnetic stripe, a chip, a contactless chip, by help of a QR-code or on any equivalent technology.
Transaction	means both 1) purchase transactions in which a Card is used as means of payment, and 2) returns/crediting of corresponding purchase transactions.

3 PCI standards

3.1 In order to maintain a high level of security in the global card payment systems and to enhance confidence in Cards as a means of payment, it is of utmost importance that anyone who processes Card Information does so in a secure manner. For this reason, the industry has agreed on a joint industry standard for processing Card Information. The standard is called Payment Card Industry (PCI) Data Security Standard (DSS) and is developed by *inter alia* Visa and MasterCard.

- 3.2 The Merchant undertakes to comply with the PCI DSS standard as published from time to time on www.pcisecuritystandards.org in order to process Card Information in a secure manner.
- 3.3 In case the Merchant suspects irregularities or fraudulent use of Card Information, the Merchant is required to report this suspicion to Bambora without delay.
- 3.4 The Merchant undertakes not to store any sensitive data regarding Cards or data relating to Transactions. In cases where the Merchant's business requires 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.
- 3.5 The Merchant will only, and will ensure that any third party service provider utilized 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.
- 3.6 Bambora shall at all times have the right at its request (upon reasonable notice where possible) to:
- 3.6.1 receive all information (and confirmations) with respect to the Merchant's and any relevant third party service provider's compliance with sections 3.2, 3.4 and 3.5;
 - 3.6.2 audit, or request the audit of, the Merchant's and/or any third party's compliance with section 3.2, 3.4 and 3.5;
 - 3.6.3 have its forensics investigators of choice investigating any breach or suspected breach of, or non-compliance with, the requirements of sections 3.2, 3.4 and 3.5; and
 - 3.6.4 to inspect any Terminal.
- 3.7 All costs in relation to any request made by Bambora pursuant to section 3.6 shall be borne by the Merchant.
- 3.8 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 section 3.2, 3.4 and 3.5 that the Merchant becomes aware of.
- 3.9 Bambora is responsible for complying with applicable PCI DSS requirements for Card Information handled by Bambora on behalf of the Merchant.

4 Term and termination

- 4.1 This Agreement shall be deemed executed on the day on which Bambora notifies the Merchant in writing by e-mail that the application has been granted and that the Agreement has thus entered into force. Applicable term (and potential renewal terms) are available in the application for Bambora Device. When the fixed term (and any potential renewal terms) have lapsed, the Agreement shall remain in force indefinitely subject to ninety (90) calendar days' written notice of termination by either Party.
- 4.2 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 pay Bambora as set out in section 6 below.
- 4.3 Bambora shall also be entitled to terminate the Agreement with immediate effect: 1) in the event there is a change in the business, character or ownership of the Merchant and Bambora considers that this has or may have a negative effect on the business of, or risk to, Bambora under this Agreement; 2) where the Merchant is involved in, or otherwise associated with, criminal activity; 3) where the Merchant has provided incorrect, incomplete or misleading information; 4) where, in Bambora's reasonable opinion, the Merchant's payment ability can be called into question; 5) where the Merchant is, or is deemed, insolvent for the purpose of any applicable law or regulation or admits its inability to pay its debts as they fall due or suspends making payments on any of its debts or commences negotiations with a view to rescheduling any its indebtedness; 6) in the event the Merchant fails (or Bambora reasonably consider it likely that the Merchant will fail) to perform any of its obligations towards the Cardholders in respect of its goods or services in any material respect; 7) where the Merchant is in material breach of the Instructions and Bambora has made Merchant aware of such breach but where Merchant has not rectified the breach within the time prescribed for it as communicated by Bambora; 8) where the Merchant, in Bambora's reasonable opinion, through its behavior or manner of conducting its business may or could damage Bambora's reputation or 9) any termination conditions set out in the Special Terms and Conditions.
- 4.4 Any notice of termination of the Agreement must be in writing and the notice may be sent by e-mail. Section 13.9 shall apply to a notice of termination.
- 4.5 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.
- 4.6 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.

4.7 The termination of the Agreement, irrespective of the reason, shall not affect the Parties' rights and/or obligations occurred prior to such termination.

5 Rental Fee

5.1 In consideration of the services which Bambora provides pursuant to the Agreement, the Merchant shall pay the Rental Fees generally applied by Bambora from time to time and which are available in the application for Bambora Device.

5.2 Other costs relating to the Equipment (such as extra paper rolls and cords) are not included in the Rental Fee. Price list specifying applicable prices is available on Bambora's webpage (www.bambora.com).

5.3 Bambora may, at any time, change its prices and fees. Such changes shall enter into force not earlier than thirty (30) calendar days after notice to the Merchant. 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.

6 Payment terms and conditions

6.1 Payment by the Merchant to Bambora of agreed prices and fees applied by Bambora from time to time shall take place in accordance with the terms set out in the application for Bambora Device or Bambora's written grant of the application.

6.2 Any damage to, or any loss of, the Equipment, which will limit or stop the Merchant's ability to use the Equipment, shall not relieve the Merchant from its obligation to pay the Rental Fee.

6.3 Bambora is entitled to deactivate the payment function of the Terminal, should the Merchant not make its payment of the Rental Fee in due time, until full payment of the Rental Fee has been made by the Merchant. If temporary deactivation takes place on several occasions or the Merchant is in payment delay for more than thirty (30) calendar days, Bambora has a right to terminate the Agreement with immediate effect.

6.4 Further to what is set out in these General Terms and Conditions regarding Rental Fee the Merchant acknowledges that any damages, loss or prevention of using the Equipment caused by the Merchant shall not relieve the Merchant from its obligation to pay the Rental Fee

6.5 If payment is not made in due time, Bambora is entitled to interest on overdue payment in accordance with paragraph 6 of the Interest Act (Sw: *Räntelag* (1975:635)) from the maturity date until payment has been made in full. Bambora is also entitled to compensation from the Merchant for any costs and expenses relating to the collection of amounts fallen due.

7 **Limitation of liability**

- 7.1 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, loss of good will, loss of profit or loss of potential business opportunities.
- 7.2 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 (12) month period preceding the last event giving rise to the claim hereunder, whichever is the lower.
- 7.3 Any claim for compensation under this Agreement by the 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 **Force majeure**

- 8.1 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.
- 8.2 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, DDos-attacks, computer viruses, new or amended legislation, orders or actions of public authorities, labour conflicts, blockades, fire, flooding, loss of data, extensive losses or destruction of property other than the Hardware 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.
- 8.3 In the event that a Party wishes to be released from its obligations under the Agreement by relaying on section 8.1, such Party shall, where possible, notify the other Party thereof without undue delay.
- 8.4 In the event the performance of the Agreement is materially impeded for a period in excess of thirty (30) calendar 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.

9 Personal data

9.1 Within the scope of this Agreement, Bambora will process personal data when Card Information is collected and transferred to the Merchant's card acquirer. This processing of personal data is being carried out by Bambora on behalf of the Merchant's card acquirer and for this reason it is not necessary to enter into a data processing agreement between Bambora and the Merchant.

9.2 Each Party undertakes to comply with its obligations under applicable data protection laws, including but not limited to the General Data Protection Regulation (Regulation (EU) 2016/679) when processing personal data. Both Parties hereby also confirm that all personal data will be handled with care and in a confidential manner. Neither Party shall assume any responsibility for the other Party for any breach of such Party's obligations under applicable data protection laws.

10 Confidentiality and registration

10.1 The terms and conditions of the Agreement 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 to any third-party information regarding the contents of the Agreement. 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.

10.2 However, the Merchant consents to Bambora, transferring such information as referred to in the preceding paragraph as well as anonymized data relating to Transactions, to 1) companies within the same group as Bambora; 2) Card Schemes; 3) companies with which Bambora co-operates, in order to ensure the performance of the Agreement in respect of, e.g. PCI DSS and other security issues; and 4) companies that Bambora is co-operating with, which have solicited the Merchant to Bambora and 5) card acquiring service providers. Section 10.1 shall not prevent Bambora from disclosing such information as Bambora, under law, government regulation or regulation, as well as due to order of a competent authority or court, is obliged to disclose. Nor shall section 10.1 prevent Bambora from sharing such information to other companies in the same group as Bambora in order to promote other Bambora products or services.

10.3 The Merchant hereby approves that Bambora may disclose information to third parties if any such disclosing of information is necessary for the installment of the Equipment and to perform any of its obligations under this Agreement.

10.4 The Merchant is also informed that Bambora and any subcontractors have an

obligation to, and will, report any misuse of the Equipment, criminal acts, fraud, data breaches and suspicion of any data breach to the relevant authorities. Section 10.1 shall not prevent the Merchant to disclose any fees applied by Bambora or any information that the Merchant according to section 6 of the Special Terms and Conditions is obligated to disclose.

10.5 Section 10 will survive the termination of this Agreement.

11 Assignment and subcontractors

11.1 Bambora may, without the consent of the Merchant, assign its rights and/or obligations to companies within the same group as Bambora. The Merchant may not assign any of its rights and/or obligations pursuant to the Agreement to any third party without Bambora's prior written consent, which shall not be unreasonably withheld, delayed or made contingent on conditions.

11.2 Bambora may retain subcontractors without the Merchant's prior consent.

11.3 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.

12 Reporting

12.1 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.

12.2 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 specific 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.

13 Other

13.1 Bambora has the right to amend these General Terms and Conditions, the Special 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 with the new version of the General Terms and Conditions, Special Terms and Conditions or Instructions and/or inform the Merchant of where they can be found. If the Merchant does not accept the changes made, the Merchant must

notify Bambora immediately and the Parties will discuss the changes in good faith in order to reach a mutual understanding. If the Parties have not reached a mutual understanding within thirty (30) days the previous version of the General Terms and Conditions, Special Terms and Conditions and/or Instructions will continue to be valid or Bambora will have the right to terminate the agreement from the day of the changes enters into force or immediately if the changes are already in force.

- 13.2 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.
- 13.3 In respect of the day-to-day co-ordination pursuant to the Agreement, the Merchant shall appoint a contact person whose name and contact details shall be notified to Bambora. On Bambora's behalf, this means Bambora's customer support.
- 13.4 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.
- 13.5 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.
- 13.6 Headings in the Agreement are for ease of reference only and shall not affect the interpretation of the Agreement.
- 13.7 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.
- 13.8 Unless otherwise stated herein, this Agreement may not be amended or modified except by written agreement signed by both Parties.
- 13.9 All messages in accordance with the Agreement shall be written and in Danish, Norwegian, Swedish or English, and handed over in person, through an internationally recognized courier firm or sent as an e-mail. The Parties agree that the Merchant's potential complaints may be responded to in Swedish or in English and may be delivered as set out in this section 13.9. A written message 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.

- 13.10 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.
- 13.11 If any provision of this Agreement is partially or in its entirety declared invalid, unenforceable or otherwise without binding legal effect due to mandatory law or government decision or regulation, the provision and other terms of the Agreement shall apply to the extent the law, decision or regulation allows.

14 Applicable law and disputes

- 14.1 The Agreement shall be governed by and construed in accordance with Swedish substantive law.
- 14.2 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.
- 14.3 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 14.2 above, shall be finally settled by the general courts in Sweden with Stockholm District Court as first instance.

BAMBORA DEVICE - SPECIAL TERMS AND CONDITIONS FOR HIRE AND LICENSE OF TERMINALS

1 Bambora's undertakings

- 1.1 These Special Terms and Conditions form an integral part of the Agreement between Bambora and the Merchant.
- 1.2 Bambora undertakes to provide the Equipment for collection of, inter alia, Card Information from Transactions through a Gateway, in accordance with what is stated in the Agreement.
- 1.3 The Merchant's use of the Equipment for the purpose of carrying out Transactions is subject to the Merchant holding a valid license to use the Software at all times. Bambora undertakes to grant a license for the Merchant to use the Software in accordance with the Agreement.
- 1.4 The Software is generally available to the Merchant twenty-four (24) hours a day, however, excluding time necessary for Bambora's maintenance, modifications and planned interruptions of operation. The Merchant acknowledges that software can never be tested in all possible situations and that deviation from the agreed functionality and unforeseen interruptions may occur (provided that Bambora compensates the Merchant in the event of any long-lasting material deviations that from both Parties' perspective has a negative effect on the Merchants business (both parties acting reasonable and in good faith when assessing the alleged negative effects). Bambora shall, however, use its best endeavors to, with a high level of professional skill and care, procure that defects in the Software that reduces the intended functionality of the Equipment are appropriately remedied as soon as manageable.

2 Delivery, duty of inspection etc.

- 2.1 Delivery of the Equipment is made to the delivery address set forth in the Agreement. The Equipment is sent at the Merchant's expense.
- 2.2 The Equipment shall be deemed to be delivered on the day Bambora handed over the Equipment to the Merchant or to a carrier for onward delivery to the delivery address set forth in the Agreement ("**Delivery Date**"). The risk of the Equipment passes to the Merchant on the Delivery Date. Bambora shall make sure that the Terminal is activated on the Delivery Date.
- 2.3 The Merchant is responsible for installing the Equipment in accordance with the accompanying installation guide. The Merchant shall, as soon as possible after the receipt thereof, inspect the Equipment in accordance with fair trading standards (including ensuring that the information regarding the Merchant's name, registration number and address programmed in the Equipment is correct). If defects are discovered during such inspection, the Merchant shall immediately

notify Bambora. If such notice has not been made available to Bambora within thirty (30) calendar days from the Delivery Date, or if the Merchant starts to use the Equipment, the Equipment shall be deemed to have been delivered in a non-defective condition.

3 The Merchant's undertakings

- 3.1 The Merchant hires the Equipment for the purpose of allowing the Merchant to carry out Transactions and connected activities. The Terminal shall always remain Bambora's property and the right to sub-lease the Equipment shall at all times vest with Bambora. No title in the Equipment is transferred to the Merchant by virtue of the Agreement. The Merchant is only entitled to use the Equipment for the intended purpose and at all times in accordance with this Agreement.
- 3.2 Bambora reserves the right to replace the Equipment with other equivalent Equipment at any time. In the event the Merchant would suffer from any delays or similar in connection with an Equipment replacement, Bambora will give reasonable compensation. The Merchant shall be notified in advance in case of a contemplated replacement of the Equipment. The Agreement shall be applicable to the replacing Equipment instead of the replaced Equipment.
- 3.3 The Merchant is responsible for procuring that the Equipment, at all times, is in good repair and well-functioning condition and otherwise in a materially unchanged condition (excluding normal wear and tear) in comparison with the Equipment's condition on the Delivery Date. The Merchant is also responsible for taking care of and maintaining the Equipment in accordance with the Instructions. During the term of the Agreement, Bambora has a right to, at any time, have the Equipment inspected and the Merchant shall grant access to its premises in connection therewith.
- 3.4 The Merchant may only use the Equipment on premises approved by Bambora. Where the communication to the Equipment is taking place through a mobile network, the Merchant may not use any other SIM card than the one supplied by Bambora. Any other SIM card will declare all guarantees for the Equipment invalid and unenforceable and Bambora retains the right to revoke the license for the Equipment and debit the Merchant any costs related to such wrongful use.
- 3.5 If the Merchant wishes to relocate or move the Equipment from its premises to another of its premises at a different address than where the Equipment is installed, such relocation or move shall be approved in writing by Bambora. Any costs associated to such relocation or move of the Equipment shall be borne by the Merchant. In addition to this Bambora has the right to charge an administrative fee in accordance with the applicable Bambora price list.
- 3.6 The Merchant is obliged to, at its own expense, procure that the Equipment is sufficiently insured for the benefit of Bambora. Such insurance shall cover, *inter*

alia, loss and damage during the term of the Agreement. If the Merchant fails to obtain and/or maintain such insurance, Bambora has the right to insure the Equipment at the Merchant's expense. The Merchant shall hold any insurance indemnification received separate from its own funds.

- 3.7 The Merchant is liable for any and all loss, including theft, of or damage caused to the Equipment or any part of the Equipment, regardless of whether or not the Merchant was at fault. The Equipment will be considered damaged if it has come into contact with any liquids or if any similar events occur that has affected the Equipment.
- 3.8 The Merchant shall immediately notify Bambora if the Merchant discovers or suspects any defects in, loss of, damage to, manipulation of or interference with the Equipment.
- 3.9 The Merchant is not entitled to:
- a) pledge, sub-lease, sell or otherwise transfer, dispose of, lose or divest itself of the right of use of the Equipment;
 - b) do or have others to do modifications of, interfere with or make additions to the Equipment without Bambora's written consent (not to be unreasonably withheld or delayed);
 - c) combine the Equipment with the Merchant's movable or fixed property in such a way that Bambora's title to the Equipment could be jeopardized; or
 - d) without Bambora's knowledge, connect the Equipment to any system for acquiring of Transactions belonging to another acquirer than the acquirer that was selected in connection to the entering of this Agreement or Bambora (not to be unreasonably withheld or delayed).
- 3.10 During the term of this Agreement the Merchant is obligated to have a valid card acquiring agreement in place with an acquirer which includes at least card processing for VISA and Mastercard card transactions. Any loss or cost resulting from Merchant breaching this undertaking will be borne by Merchant.
- 3.11 The Merchant is obligated to procure that all necessary connections, communications, and other required equipment for the Equipment are available at the Merchant's premises in accordance with Bambora's instructions. All communication with the Equipment must comply with the Instructions which are notified to the Merchant by Bambora from time to time.
- 3.12 The Equipment may only be used together with and/or connected to such accessories, consumables, software, Internet connections and/or other connections, that meet the requirements as set out by applicable laws and governmental regulations and applicable safety and/or technical standards, and which have been explicitly approved by Bambora. The Merchant shall bear all costs and expenses associated with the use of the Equipment, including costs for

power supply, accessories, communications, consumables, and, if applicable, maintenance and replacement of the battery pack to the Equipment.

- 3.13 The Merchant is obligated to procure that all codes, identities, passwords and similar provided by Bambora, are stored and used in a secure manner. Bambora is not liable in the event a third party has taken any actions by using the Merchant's codes, passwords, identities or similar. If the Merchant has a digital reporting account for reporting (to be found at www.reports.bambora.com), such account is intended solely for the Merchant's internal use and Bambora is not liable for any damage incurred in the event that the Merchant has disclosed the log-in details to the digital reporting account to unauthorized persons.

4 License and software etc.

- 4.1 Through the Agreement, the Merchant is granted a non-exclusive, non-transferable and non-grantable license, which is limited in time to the term of the Agreement, to use the Software and related documentation together with the Hardware, in the country/countries specified in the Agreement. The license is valid as long as the Merchant fulfils its obligation to pay the Rental Fee.
- 4.2 Bambora reserves the right to, at any time, have modifications made to the Software (e.g. in order to update the payment transaction functionality, or relating to the use of the Equipment in general). The Merchant may not oppose, refuse to participate in or cancel modifications to the Software. The Merchant is obligated to ensure that the Equipment has unimpeded internet access to the Gateway for any updates of the Software. Bambora retains the right to at any time, via the Terminal, use pre-defined public IP-addresses and network ports in connection with the Gateway and will add or change any existing IP-addresses or network ports by giving the Merchant a thirty (30) days' notice period.
- 4.3 If the Equipment is integrated with or connected to the Merchant's own terminal or software (e.g. a cash register system), or to terminal or software supplied by a third party, the Merchant shall, at its own expense, ensure that necessary modifications are made to such Equipment and/or software in accordance with Bambora's instructions.
- 4.4 Bambora reserves the right to immediately deactivate the payment function of the Equipment if the Merchant materially breaches any of the conditions set out in this Agreement, if there is a suspicion of criminal activity or if the Merchant breaches any of the conditions set out in any applicable agreement for card acquiring services entered with a company within the Bambora group or any third party.
- 4.5 Bambora reserves the right to temporarily have the Software deactivated for maintenance, modifications and planned interruptions of operation. In case of a planned interruption of operation, the Merchant shall be notified in advance.

5 Intellectual Property Rights and infringement

- 5.1 All rights, titles and interests (including rights in source code, instructions, documentation and tools) in and relating to the Equipment (including Hardware and Software) shall belong exclusively to Bambora, Bambora's affiliates, sub-contractors and/or licensors (as the case may be). All copyright, as well as other Intellectual Property Rights, related to the Equipment, and products included therein as well as related documentation and know-how, including such source code, specifications, documentation and similar added by request of the Merchant, constitutes Bambora's property.
- 5.2 Nothing contained in this Agreement involves, and shall not be construed as involving, any assignment or transfer of any ownership, copyright or other Intellectual Property Right in and to the Equipment except for the Merchant's limited right to use the Equipment in accordance with the terms of the Agreement.
- 5.3 The Merchant undertakes not to:
- a) dismantle, reverse engineer, decompile or modify the Equipment or in some other manner try to gain access to the Equipment or let someone else gain such access, or
 - b) copy, sell, change, modify transfer, grant, sub-license, lease or lend or in some other manner dispose or take possession of the Equipment, neither shall the Merchant let someone else in other manners or by omission gain access to the Equipment or the underlying Software or its source code in any manner unless expressly permitted in this Agreement or otherwise follows from mandatory law.
- 5.4 Subject to the limitations as described under section 7 to the General Terms and Conditions and section 8 to the Special Terms and Conditions and provided that the Merchant is using the Equipment in accordance with this Agreement and the Instructions, Bambora will hold the Merchant harmless from any potential claims or actions brought against the Merchant for infringement in any third party's intellectual property right for using the Software. This undertaking will only apply provided (i) that the Merchant will give immediate notice to Bambora of such claims or actions brought against the Merchant, (ii) that Bambora is entitled to decide on the defense of such claim or action and conduct negotiations of settlements or other arrangement, (iii) that the Merchant on its own expense delivers all available information to Bambora, and (iv) that the Merchant will provide Bambora with all reasonable assistance to conduct said defense, settlement or other arrangement. If the Equipment is infringing or, in accordance with Bambora's assessment, could infringe any third party's intellectual property right Bambora may in its own discretion choose to (i) obtain approval from the Merchant to continue to use the Equipment, or (ii) change or replace the

Equipment to an equivalent Equipment so that it no longer infringes any third party's intellectual property right.

5.5 Section 5.4 above shall be the exhaustive regulation of Bambora's liability and sanctions regarding infringement of any third party's intellectual property right in relation to the Equipment.

5.6 The Merchant shall hold Bambora harmless from any claim or action brought against Bambora for infringement in any third party's intellectual property right if (i) the Merchant is using the Equipment for purposes that are not compliant with or in conflict with the Instructions, or (ii) the claim or action is relating to any equipment, connection, software, systems, programs or materials provided by the Merchant or any third party.

6 Legal action regarding the Equipment

If, during the term of the Agreement, a legal action is taken in relation to the Equipment, such as distraint or seizure, or if the Merchant is declared bankrupt, the Merchant is obligated to present the Agreement to the Enforcement Authority or the bankruptcy estate and inform the Enforcement Authority or the bankruptcy estate of Bambora's or its rights holders' right to the Equipment. The Merchant is also obligated to immediately notify Bambora about any measures taken by the Enforcement Authority or of a declaration of bankruptcy.

7 Liability for defects etc.

7.1 Bambora is liable for defects in the Equipment if such defect is due to a part or component of the Hardware being defective as a result of errors in manufacturing or construction. In such case, Bambora will bear any and all costs relating to such defects (such as repair or exchange as described below) including giving due compensation to the Merchant if the Merchant can provide evidence of having suffered any direct loss. Bambora is however not liable for inadequate functionality or defects in the Equipment caused by:

- a) incorrect or negligent use or handling of the Equipment, or use of the Equipment for other purpose than its intended purpose;
- b) use of the Equipment in contravention with the Agreement, these terms and conditions and/or the Instructions;
- c) use of the Equipment together with equipment, software etc. which has not been delivered by Bambora or explicitly approved by Bambora and updated in accordance with instructions from Bambora;
- d) use of accessories or consumables which have not been delivered by Bambora or explicitly approved by Bambora;
- e) any battery pack not belonging to the Equipment (or defects in such a battery pack);
- f) any SIM-card not belonging to the Equipment (or defects in such SIM-

card);

- g) modifications to, interference with or additions to the Equipment which has not been explicitly approved by Bambora;
- h) external circumstances such as accidents, vandalism, fire, water damage, short circuit, shortage, lightning, defects or fluctuations in power supply, error, failure or interruption in communication networks, failure at network operators, processors or other third parties, or other circumstances beyond Bambora's control;
- i) or loss or damage (including theft and contact with any liquids) caused to the Equipment; or
- j) otherwise caused by the Merchant, its employees or third parties.

7.2 In the event of defects in the Equipment due to any of the items listed above (a-j) the Merchant shall bear any and all costs relating to such defects.

7.3 In the event of defects in the Equipment, the Merchant shall immediately, however, not later than thirty (30) calendar days from that the Merchant was, or should have been aware of the defect, report the defect to Bambora's customer support. When Bambora has received the report of the defect, Bambora shall, subject to that the report of the defect has been accepted, be granted the opportunity, in its sole discretion, to either remedy the defect through repairing or replacing defective Equipment or by suggesting alternative measures to remedy the defect in accordance with what is stated in the Special Terms and Conditions for Service and Support.

7.4 Bambora's liability for inadequate functionality or defects in the Equipment is limited to what is explicitly stated in this section 7.

8 Limitation of liability

8.1 Bambora is in no event liable for any lost information regarding Transactions or other information stored on the Hardware if the Equipment when carrying out the Transaction was not connected to or did not get in contact with the payment Gateway (i.e. was offline), e.g. due to any action or omission of the Merchant or a communication error in the Equipment or in the communication network used by the Merchant. If the Merchant loses data because of Bambora's act or omission, Bambora will assist the Merchant in re-establishing these data on the basis of the last functioning backup.

8.2 Bambora is in no event liable for compensating any damage that the Equipment has caused to any other property or to a person.

9 Termination

In addition to what is set out in section 4 in the General Terms and Conditions, Bambora shall be entitled to terminate the Agreement with immediate effect if:

- a) the Merchant has not fulfilled its obligations under section 4.2 and 4.3 in the Special Terms and Conditions;
- b) Bambora has closed down the payment function of the Equipment on several occasions due to the Merchant not having paid its full Rental Fee;
- c) the Merchant has failed to pay its Rental Fee for more than thirty (30) consecutive calendar days,
- d) the Merchant refuses Bambora to possibility to inspect the Equipment without just cause;
- e) the Merchant endangers Bambora's, or others', right to the Equipment or the value thereof, e.g. by mistreatment or unauthorized disposal of the Equipment, or by not insuring the Equipment;
- f) circumstances according to section 6.3 of the General Terms and Conditions are applicable; or
- g) the Merchant infringes or uses the Intellectual Property Rights of the Equipment in an unauthorised way.

10 Consequences of termination etc.

- 10.1 Upon termination of the Agreement (for whatever reason), the Equipment shall, together with any battery pack, immediately and at the Merchant's expense and risk be returned to Bambora in its original box or equivalent packaging. If the Equipment, when received by Bambora, is not in a materially unchanged condition (taking into account normal wear and tear) as compared with the condition as at the Delivery Date, Bambora is entitled to receive compensation from the Merchant, corresponding to the Equipment's impairment (Sw: *värdeminskning*). The Merchant's obligations set out in this Agreement (including the obligation to pay Rental Fee) will remain until Bambora has received the Equipment.
- 10.2 Upon termination of the Agreement (for whatever reason), Bambora is entitled to immediately deactivate the Equipment's payment transaction functionality.
- 10.3 In the event of the Merchant's premature termination of the Agreement, due to failure by Bambora, the Merchant is entitled to receive, including without limitation, compensation from Bambora as applicable corresponding to any prepaid Rental Fee or similar prepaid cost.
- 10.4 In the event of Merchant's premature termination due to no failure by Bambora, Bambora has a right to charge the Merchant for the remaining Agreement term.
- 10.5 In the event of Bambora's termination of the Agreement (for the reasons set out in section 4 and 6.3 in the General Terms and Conditions and section 9 in the Special Terms and Conditions), Bambora is not obliged to repay any Rental Fee

to the Merchant. In such event, Bambora has a right to charge the Merchant for the remaining Agreement term. For the avoidance of any doubt, any deactivation made by Bambora as set out in section 4.4 and 4.5 in the Special Terms and Conditions does not relieve the Merchant from the obligation to pay Rental Fee for the remaining Agreement term.

BAMBORA DEVICE – SPECIAL TERMS AND CONDITIONS FOR SERVICE AND SUPPORT

1 Bambora’s undertakings

- 1.1 These Special Terms and Conditions for Service and Support form an integral part of the Agreement between Bambora and the Merchant.
- 1.2 Bambora undertakes to provide the Support Services in accordance with the terms set out in these Special Terms and Conditions for Service and Support.
- 1.3 Bambora shall, in order to perform the Support Services with duty and care, maintain an organization with suitable, qualified and competent employees.

2 Support services

- 2.1 Support Service is available in Swedish, Norwegian, Danish, Finnish and English.
Support Service contact details:
 - a) Phone: +46 (0)10 10 66 000
 - b) Email: support@bambora.com
- 2.2 The Support Service includes:
 - a) phone and e-mail support between 08.00 and 20.00 CET during Business Days and between 10.00 and 14.00 CET during Saturdays not being public holidays (the “**Support Hours**”);
 - b) limited support outside Support Hours includes minor operating information and technical support; and
 - c) alternative measures for remediation (should any problem with the Equipment not be remediable over the phone or via e-mail); and the digital reporting portal available at www.reports.bambora.com.
- 2.3 Support Services are included in the Rental Fee.
- 2.4 If Bambora has provided the Merchant with a replacement unit and it is shown that Bambora is not liable for the defect in the Equipment, Bambora has the right to charge the Merchant for shipping costs and all expenses related to the repair of the Equipment, or if such repair is not economically justifiable, charge the Merchant with an amount equal to the market price of the Equipment, in accordance with the price list applicable from time to time.
- 2.5 Contact information to Bambora’s customer support and more detailed

information about the various services included in the Support Service are available on Bambora's website (www.bambora.com).

3 Merchant's support undertakings

- 3.1 Bambora's undertakings in accordance with these Special Terms for Service and Support shall come into effect provided that the Merchant has (i) paid any and all prices and fees in accordance with the Agreement and if the Merchant (ii) supports Bambora in performing any troubleshooting and other service- and support related actions.
- 3.2 When there is an error and/or defect in the Equipment the Merchant must report this to Bambora as soon as possible and describe the error.
- 3.3 Defective Hardware shall promptly, at the Merchant's risk, be returned to Bambora. Bambora will reimburse the Merchant for the shipping costs unless otherwise explicitly set forth in the Agreement.
- 3.4 If the defective Hardware is not made available to Bambora within ten (10) Business Days following the dispatch of the replacement unit to the Merchant, Bambora has the right to charge the Merchant with an amount equal to the market price of the Hardware and for shipping costs.
- 3.5 The Merchant shall at its own cost install any replacing Hardware.
- 3.6 The Merchant undertakes not to store any information about Transactions when defective Hardware is returned to Bambora.
- 3.7 The Merchant accepts that Bambora uses new, used or repaired Hardware (or parts of) for repairs, alternatively sends a new, used or repaired Hardware to the Merchant.
- 3.8 If the Merchant has reported defective Equipment, for which defect it is evidenced that Bambora is not responsible or if Merchant has initiated actions that are not part of this Agreement, Bambora has the right to charge the Merchant for any additional costs and fees relating to such actions.
- 3.9 If any Hardware is replaced the Agreement shall govern any replaced Hardware.
