

BAMBORA ONE, BAMBORA GROW– GENERAL TERMS AND CONDITIONS

1 Background, definitions etc.

- 2.1 These general terms and conditions (the "**General Terms**") forms part of the agreement (the "**Agreement**") between Bambora AB, company registration no. 556233-9423, ("**Bambora**") and the merchant as described in the Agreement (the "**Merchant**").
- 2.2 Bambora and the Merchant are hereinafter jointly referred to as the "**Parties**" and individually as a "**Party**".
- 2.3 Bambora is a payment institution under the supervision of the Swedish Financial Supervisory Authority and a part of the Bambora group. The Bambora group offers inter alia, directly or indirectly through subcontractor, payment services to Merchants including but not limited to acquiring, hire and license of terminals and support services. Under this Agreement, any of the Bambora group entities may act sub-contractor to the Bambora entity entering into this Agreement. Invoicing may thus be performed by another Bambora entity than the Bambora entity set out above.
- 2.4 Bambora will provide the Merchant with the following services:
- a) Acquiring of card transactions in accordance with the Agreement, these General Terms and the Special Terms and Conditions for the Acquiring of Card Transactions;
 - b) Hire and license of terminals in accordance with the Agreement, these General Terms and the Special Terms and Conditions for Hire and License of Terminals; and
 - c) Support services in accordance with the Agreement, these General Terms and the Special Terms and Conditions for Service and Support.
- 2.5 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) and the special terms for the New Services.
- 2.6 In case of any discrepancies between the documents constituting the Agreement the following order of priority shall apply; 1) the Instructions, 2) the Special Terms and Conditions, and 3) the General Terms.
- 2.7 Definitions in the Agreement shall have the meaning set out in [Appendix 1.7](#).

2 PCI standards

- 2.1 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 the 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.
- 2.2 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. The Instructions contain additional information regarding PCI DSS as well as a description of matters to be observed by the Merchant in general in conjunction with the processing of Card Information.
- 2.3 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.
- 2.4 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)".

- 2.5 The Merchant will only, 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.
- 2.6 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 2.2, 2.4 and 2.5;
 - b) audit, or request the audit of, the Merchant's and/or any third party's compliance with section 2.2, 2.4 and 2.5; and
 - c) have its forensics investigators of choice investigating any breach or suspected breach of, or non-compliance with, the requirements of sections 2.2, 2.4 and 2.5.
- 2.7 All costs in relation to any request made by Bambora pursuant to section 2.6 shall be borne by the Merchant.
- 2.8 The Merchant shall promptly notify in writing Bambora of any breach or suspected breach or non-compliance by it or by any third party of the requirements of section 2.2, 2.4 and 2.5 that the Merchant becomes aware of.

3 Term

- 3.1 This Agreement shall be deemed executed on the day on which Bambora grants an application for connection to Bambora's system for acquiring card transactions. Bambora shall notify the Merchant in writing (email or regular post) that the application has been granted and that the Agreement has thus entered into force. The Agreement shall remain in force indefinitely, subject to thirty (30) calendar days' notice of termination by either Party.
- 3.2 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 reimburse Bambora in accordance with section 5.3 or payment is not made pursuant to section 5 below.
- 3.3 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 risks to, Bambora under this Agreement; 2) where the Merchant or a person connected to the Merchant (such as inter alia a director, officer, employee, consultant or owner) is, or becomes, registered in a Special Register (as defined in 9.4) or circumstances occur which constitute grounds for such registration; 3) where the Merchant is involved in, or otherwise associated with, criminal activity; 4) where the Merchant has provided incorrect, incomplete or misleading information; 5) where, in Bambora's reasonable opinion, the Merchant's payment ability can be called into question; 6) 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; 7) 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; 8) where the Merchant is in material breach of the Regulations and Bambora has

made Merchant aware of such breach but not rectified the breach within the time prescribed for it as communicated by Bambora; or 9) where the Merchant, in Bambora's reasonable opinion, through its behaviour or manner of conducting its business may or could damage Bambora's reputation.

3.4 Any notice of termination of the Agreement must be in writing and the notice may be sent by email. Section 12.9 shall apply to a notice of termination.

3.5 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.

3.6 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 Prices

4.1 In consideration of the services which Bambora provides pursuant to the Agreement, the Merchant shall pay the prices and fees generally applied by Bambora from time to time and which are available in the application for connection to Bambora's system for acquiring card transactions or in Bambora's written grant of the application.

4.2 The rental fee for the Equipment, which includes the rental fee for the Hardware, the license fee to use the Software and the fee for the Support Services (the "**Rental Fee**"), is set out in the Application. All other costs relating to the Equipment (such as costs for additional services, insurances, registrations, installations, communication, taxes, and operating and maintenance costs) shall not be included in the Rental Fee. Such additional costs is held available on Bambora's webpage (www.bambora.com) in applicable price lists.

4.3 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.

5 Payment terms and conditions

5.1 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.

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

5.3 Bambora is entitled to close down the payment function of the Terminal should the Merchant not make its payment of the Rental Fee on due time, until full payment of the Rental Fee has been made by the Merchant. In addition to this, Bambora is entitled to terminate the Agreement with immediate effect in accordance with section 28 below, should Bambora be forced to close down the payment function of the Terminal on several occasions for the above-mentioned reason, or should the Merchant fail to pay its Rental Fee for more than thirty (30) consecutive calendar days.

5.4 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.

6 Limitation of liability

6.1 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 or consequential loss.

6.2 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 month period preceding the last event giving rise to the claim hereunder, whichever is the higher.

7 Force majeure

7.1 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.

7.2 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.

7.3 In the event that a Party wishes to be released from its obligations under the Agreement by relying on section 7.1, such Party shall, where possible, notify the other Party thereof without undue delay.

7.4 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.

8 Personal data

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

8.2 To the extent the Merchant conducts any personal data processing for its own purposes, the Merchant shall be considered data controller and be solely responsible and liable for the lawfulness of its personal data processing, including any disclosure to Bambora.

8.3 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.

9 Confidentiality and registration

- 9.1 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.
- 9.2 However, the Merchant consents to Bambora, in accordance with the duty of confidentiality of payment institutions, 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. The Merchant consents to that Bambora may disclose information which is necessary in order to connect the requested service, such as the company name, registration number, contact details, customer number and Merchant Category Classification (MCC) code, to terminal suppliers, payment service providers (PSP) and other payment service suppliers.
- 9.3 Section 9.1 above 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 the first paragraph prevent Bambora from sharing such information to other companies in the same group as Bambora in order to promote other Bambora products or services.
- 9.4 The Card Schemes may, from time to time, maintain registers (including monitoring systems) ("**Special Registers**") with respect to breaches of the type of agreement concluded by the Parties hereunder and/or which have been terminated due to breach of contract or for other similar reasons and the Merchant is aware that registration in Special Registers may take place in the event this Agreement is terminated due to the Merchant's breach of contract or due to the Merchant having provided incorrect, incomplete or misleading information.

10 Assignment and subcontractors

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.

11 Reporting

- 11.1 The Merchant shall deliver the latest annual accounts (or similar information in case the Merchant is not obliged to prepare an annual report pursuant to Local Law) to Bambora in Danish, Norwegian, Swedish or in English upon Bambora's request. Such information shall be provided without delay and in no event not later than within two (2) weeks from the time when it has been requested.

- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.

12 Other

- 12.1 The current general terms and conditions and Instructions are available on Bambora's 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.
- 12.2 If any of the provisions in this Agreement is in conflict with the Swedish Payments Services Act (*lag (2010:710) om betaltjänster*) (the "**Payments Act**") the Agreement shall prevail, provided that the Payment Act allows for the Parties to agree to that effect. For example, Chapter 4 shall not apply to this Agreement. Neither shall Chapter 5, section 1, first paragraph; section 28-30; section 33, second to third paragraphs; section 35-37; section 47; section 48, first to third paragraphs; section 49-53; section 54 first paragraph and Chapter 5a, section 2-5; and section 6, first paragraph.
- 12.3 In respect of the day-to-day co-ordination pursuant to the Agreement, each Party shall appoint a contact person whose name and contact details shall be notified to the other Party. On Bambora's behalf, this means Bambora Customer Support.
- 12.4 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.
- 12.5 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.
- 12.6 Headings in the Agreement are for ease of reference only and shall not affect the

interpretation of the Agreement.

- 12.7 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.
- 12.8 Unless otherwise stated herein, this Agreement may not be amended or modified except by written agreement signed by both Parties.
- 12.9 All messages in accordance with the Agreement shall be written and in Danish, Norwegian, Swedish or English, and handed over in person or through an internationally recognised courier firm or sent as e-mail. 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 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.
- 12.10 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 Applicable law and disputes

- 13.1 The Agreement shall be governed by and construed in accordance with Swedish substantive law.
- 13.2 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.
- 13.3 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 13.2 above, shall be finally settled by the general courts in Sweden with Stockholm District Court as first instance.

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 in other places in the Agreement.

Agreement means the Merchant's application for the acquisition of Card transactions, Bambora's written grant of the application, these general terms and conditions, including any appendices, as well as Instructions in force from time to time which are expressly stated as relating to these general terms and conditions and/or the application.

Business Day means a day (excluding Saturdays and Sundays) on which the 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 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 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.

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:

- 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 (*redovisningsmedel*) on any client fund account or otherwise pursuant to this Agreement, and/or
- b) the Security Deposit, if any.

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.

DCC – Dynamic

Currency Conversion means an additional functionality where the Cardholder is offered to execute the payment in the Card's billing currency.

Delivery Date shall have the meaning ascribed hereto under section 21 of the Special terms and conditions for hire and license.

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.

Equipment means the Software and the Hardware.

Financial Exposure means the risk for Chargeback.

Hardware means the Terminal excluding the Software.

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

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 is granted connection to Bambora's system for acquiring Transactions pursuant to 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.

Pledge means 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 all present and future moneys, debts and liabilities due, owing or incurred by the Merchant outstanding at any time including the Recourse Claims

Software	means all the software licensed to the Merchant under this Agreement including but not limited to software in the Terminal.
Support Hours	shall have the meaning ascribed hereto under section 30.2 of the Special Terms and Conditions for Service and Support.
Terminal	means technical equipment which captures information stored on a Card in order to create a Transaction, irrespective of whether the information is stored on a magnetic stripe, a chip 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.

SPECIAL TERMS AND CONDITIONS FOR THE ACQUIRING OF CARD TRANSACTIONS

The terms and conditions in this section refers to the acquiring of card transactions.

14 Scope

- 2.1 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.
- 2.2 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.

15 The Merchant's transaction undertakings

- 15.1 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 Terminals or other 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 use the Bambora trademark for any purpose other than as agreed in writing between the Parties;
 - g) to comply with applicable law and public authority regulations in force from time to time;
 - h) not to create multiple purchase transactions in respect of a single purchase with the same Card; and
 - i) not to transfer to Bambora Transactions which have been carried out at a party other than the Merchant.
- 15.2 Returns/crediting shall relate to a previously undertaken purchase transaction. The return/credit amount may not exceed the amount of the purchase transaction. The return/crediting shall take place using the Card which was used for the purchase transaction. The amount may not be refunded in cash unless otherwise agreed in writing between the Parties.

- 15.3 Where the Merchant itself possesses a Card, such 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) may not be used for payment at the Merchant. 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 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.

16 Bambora's undertakings and liabilities

- 16.1 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; and 3) the Merchant has otherwise fulfilled its obligations pursuant to the Agreement.
- 16.2 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.
- 16.3 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.
- 16.4 In addition to section 6 Bambora shall not be liable towards the Merchant for loss attributable to a card issuer not consenting to the execution or implementation of a Transaction.

17 The Merchant's liability

- 17.1 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 such a breach of the Merchant's obligations.
- 17.2 The Merchant's liability pursuant to section 17.1 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.
- 17.3 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 as a consequence of:
- a) the Merchant's obligations under sections 17.1 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; or
 - e) breach of applicable law or public authority regulations.
- 17.4 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. 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 to 1) Transactions which are the subject of a complaint; or 2) fraud, bad faith or wilful conduct.
- 17.5 In the event Bambora, prior to any obligation to pay an amount pursuant to section 17.3 or 17.4 above, receives any warning, order or suchlike (e.g. from Card Schemes), Bambora shall notify the Merchant without delay of the measures or suchlike which the Merchant must take in order, if possible, to avoid Bambora incurring an obligation to pay the amount.
- 17.6 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.

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

- 18.1 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 the Merchant'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.

- 18.2 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 towards Bambora pursuant to the Agreement. The aforesaid shall also apply to obligations which arise following the termination of the Agreement until the day that Bambora pays the total withheld amount.
- 18.3 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.
- 18.4 Where notice of termination of the Agreement is given, for whatever reason, the regular payments to Merchant shall cease 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 18.1 above.
- 18.5 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).
- 18.6 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.
- 18.7 Settlement pursuant to sections 18.3 or 18.4 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).
- 18.8 Bambora shall inform the Merchant, without undue delay, about the reason for the Merchant's liability to compensate. 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 18.8 shall remain in force during the entire claim period applicable from time to time pursuant to the Regulations' provisions regarding Chargeback.
- 18.9 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).

19 Pledge of Collateral

- 19.1 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.
- 19.2 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.

- 19.3 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.
- 19.4 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.
- 19.5 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.

SPECIAL TERMS AND CONDITIONS FOR HIRE AND LICENSE OF TERMINALS

The terms and conditions in this section refers to hire and license of terminals.

20 Bambora's undertakings

- 20.1 Bambora undertakes to provide the Equipment for collection of, inter alia, Card Information from Transactions through a payment gateway, in accordance with what is stated in the Agreement.
- 20.2 The Merchant's use of the Equipment for the purpose of carrying out Transactions is subject to the Merchant, at all times, holding a valid license to use the Software. Bambora undertakes to grant a license for the Merchant to use the Software in accordance with the Agreement.
- 20.3 The Software is generally available to the Merchant 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.

21 Delivery, duty of inspection etc.

- 21.1 Delivery of the Equipment is made to the delivery address set forth in the Agreement. The Equipment is sent at the Merchant's expense.
- 21.2 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. The risk of the Equipment passes to the Merchant on the Delivery Date. Bambora shall procure that the Terminal is activated on the Delivery Date.
- 21.3 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 forty five (45) 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.

22 The Merchant's undertakings

- 22.1 The Merchant hires the Equipment for the purpose of allowing the Merchant to carry out Transactions and similar. The Terminal shall at all times remain Bambora's (or its sub-supplier's) property and the right to sub-lease the Equipment shall at times vest with Bambora (or its sub-supplier). 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 the Agreement, the Equipment's user manual and the instructions and recommendations from Bambora and the Equipment's manufacturers applicable from time to time (collectively the "**Regulations**").
- 22.2 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.

- 22.3 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 Regulations. 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.
- 22.4 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 notified to 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.
- 22.5 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.
- 22.6 The Merchant is liable for any and all loss of (including theft) or damage caused to the Equipment or any part of the Equipment, regardless of whether or not the Merchant was at fault. In the event the Equipment has come into contact with any liquids, the Equipment will be considered damaged.
- 22.7 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.
- 22.8 The Merchant is not entitled to:
- a) pledge, sub-rent, 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).
- 22.9 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 Regulations which are notified to the Merchant by Bambora from time to time.
- 22.10 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, communications, consumables, and, if applicable, maintenance and replacement of the battery pack to the Equipment.
- 22.11 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 web manager account, 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 web manager account to unauthorized persons.

23 License and software etc.

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 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.

24 Intellectual Property Rights

- 24.1 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.
- 24.2 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.
- 24.3 The Merchant undertakes not to:
- a) Dismantle 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, transfer, grant, sub-license, lease or lend or in some other manner dispose 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.
- 24.4 Subject to the limitations as described under section 6 to the General Terms and section 27 to the Specific Terms and Conditions for Hire and License of Terminals and to the fact that the Merchant is using the Equipment in accordance with this Agreement and the Regulations, 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.

24.5 Section 24.4 above shall be the exhaustive regulation of Bambora's liability and sanctions regarding infringement of any third party's intellectual property rights in relation to the Equipment.

24.6 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 Regulations, 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.

25 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 Swedish Enforcement Authority or the bankruptcy trustee and inform the Enforcement Authority or the bankruptcy trustee 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.

26 Liability for defects etc.

26.1 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 Regulations;
- 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 has 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) modifications to, interference with or additions to the Equipment which has not been explicitly approved by Bambora;
- g) 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;
- h) or loss or damage (including theft and contact with any liquids) caused to the

Equipment; or

i) otherwise caused by the Merchant, its employees or third parties.

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

26.3 In the event of defects in the Equipment, it shall immediately, however, not later than forty five (45) calendar days from that the Merchant was, or should have been aware of the defect, be reported 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 Terms and Conditions For Service and Support.

26.4 Bambora's liability for inadequate functionality or defects in the Equipment is limited to what is explicitly stated in this section 26.

27 Limitation of liability

27.1 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 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 conditions, Bambora will assist the Merchant in re-establishing these data on the basis of the last functioning backup.

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

28 Termination

In addition to section 3 Bambora shall be entitled to terminate the Agreement with immediate effect:

- a) if the Merchant has not fulfilled its obligations under section 23.2 and 23.3;
- b) if 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) if the Merchant has failed to pay its Rental Fee for more than thirty (30) consecutive calendar days,
- d) if the Merchant refuses Bambora to possibility to inspect the Equipment without just cause;
- e) if the Merchant endangers Bambora's, or others', right to the Equipment or the value thereof, eg by mistreatment or unauthorized disposal of the Equipment, or by not insuring the Equipment;
- f) circumstance according to section 5.3 is applicable; or
- g) if the Merchant infringes or uses the intellectual property of the Equipment in an unauthorised way.

29 Consequences of termination etc.

29.1 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. 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 (*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.

- 29.2 Upon termination of the Agreement (for whatever reason), Bambora is entitled to immediately deactivate the Equipment's payment transaction functionality.
- 29.3 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 cost.
- 29.4 In the event of Bambora's premature termination of the Agreement (for whatever reason), Bambora is not obliged to repay any Rental Fee to the Merchant.

BAMBORA ONE, BAMBORA GROW – SPECIAL TERMS AND CONDITIONS FOR SERVICE AND SUPPORT

The terms and conditions in this section refers to the service and support for the hire and license of terminals.

30 Support services

- 30.1 Support is available in all Nordic language and in English.
Support contact details:
Phone: +46 (0)10 10 66 000
Email: support@bambora.com
- 30.2 The Support Service "**Basic Support**" entails access for the Merchant to support over phone and via email between 09.00 and 20.00 during Banking Days and between 10.00 and 14.00 during Saturdays not being public holidays (the "**Support Hours**"). During the Support Hours, Bambora's customer support responds to questions and tries to remedy problems and defects related to the Service Package (including the related Software). The support provided at other times than during Banking Days between 09.00 and 16.30, is limited to operational support, operating information and technical support of more simple character. Should a problem with the Equipment not be remediable over phone or via email, Bambora has the right to propose alternative measures for remediation.
- 30.3 The "**Service & Repair**" is included in the fee for hire of Bambora devices. This support service entails that the Merchant, in the event that there are defects in the Equipment outside of the Basic Support hours, can notify a certified product specialist 24 hours a day any day of the week ("**Contingency Support**").
- 30.4 The Contingency Support entitles the Merchant to limited troubleshooting of Bambora Device, payment gateway and known operational disturbances. If the defect cannot be remedied over phone or via email, Bambora will send equivalent equipment as a replacement unit to the Merchant on the next Banking Day. The replacement unit will normally be made available to the Merchant within one (1) Banking Day.
- 30.5 Defective Equipment shall promptly, at the Merchant's risk, be returned to Bambora. Bambora pays for the shipping costs unless otherwise is explicitly set forth in the Agreement.
- 30.6 If the defective Equipment is not made available to Bambora within ten (10) Banking 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 (*Sw: marknadspri*s) of the Equipment and for shipping costs, in accordance with the price list applicable from time to time.
- 30.7 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.
- 30.8 Contact information to Bambora's customer support and more detailed information about the services included in the different Support Services are available on Bambora's website (www.bambora.com).

