

# General terms and conditions for Ping Payments AB's payment services

## Concepts and Definitions

The following terms and definitions are commonly used in Ping Payments AB's (Ping Payments) agreements and terms and conditions as well as in the associated terms and conditions and network rules that apply to the Payment Methods offered within the framework of Ping Payments' services.

**"3D Secure"** – collective name for technical standard versions in force at any given time, owned by the standards organization EMVCO or Trademark Associations to identify and protect buyers and sellers when Payment Card payments are made via the Internet, according to SCA.

**"Subscription payment"** – recurring payments, also known as recurring payments, where the End Customer, under special conditions, gives the Customer the right to repeatedly charge the End Customer via the chosen Payment Method with a fixed amount according to agreed periodicity.

**"App"** – a software specially adapted for mobile devices, such as smartphones and tablets.

**"Apple Pay and Google Pay"** – Digital wallets and payment solutions that enable contactless payments via mobile devices.

**"Authorization"** – control and approval of Transaction.

**"Vending machine"** – Technical equipment placed in an unmanned environment where the End Customer performs the Transaction through self-service.

**"Interruption"** – time per month during which Ping Payments has no connection to the Customer attributable to planned maintenance or failure of Ping Payments.

**"Agreement"** – means general terms and conditions, one or more Terms of Service, as applicable Supplementary Agreement and/or Industry Regulations and related appendices.

**"Bank day"** – day that banks in Sweden generally stay open.

**"Limited Card Acceptance"** – The customer's choice to refuse acceptance of certain Payment Cards at the Point of Sale.

**"Payment Link"** – means a link to a website for payment generated by the Customer and distributed to the End Customer.

**"Payment Application"** – software component provided by Ping Payments and, as applicable, implemented in the Customer's POS System.

**"Payment Methods"** – means various methods of payment for goods, services or content offered by Ping Payments from time to time.

**"Payment Terminal"** – stand-alone or integrated card terminal, or comparable equipment, with Payment Card functions administered by Ping Payments or by a Ping Payments authorised party.

**"Payment Service"** – an administrative service offered by Ping Payments whereby one or more Payment Methods and additional services become available.

**"Payment Processor"** – Ping Payments' system or other party approved by Ping Payments whereby Payment Methods and additional services become available through technical integration.

**"Capture"** – confirmation by the Customer via API or Web Service that the product or service on which the Transaction is based has been delivered to the delivery address provided by the End Customer at the time of purchase. The confirmation means that the End Customer will be charged for the Authorized Transaction.

**"Chip"** – the name of the part of the Payment Card that in a computer chip contains Payment Card information that can be read by the Technical Equipment via a connector or contactless interface.

**"CIT"** – the name of a Transaction with a Payment Card that the End Customer carries out and where the End Customer actively participates in the execution of the Transaction.

**"CRR Regulation"** – Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 and, as amended from time to time, any subsequent regulation that may replace this Regulation.

**"End of the day"** – reconciliation or collection of the day's Transactions in Technical Equipment that is transmitted to Ping Payments.

**"Data breach"** – Unauthorized access or exposure of data that violates security regulations.

**"Debit"** – the completion of the Transaction from the End Customer using the chosen Payment Method.

**"EMV"** – technical security standard for Chip and PIN code issued by the Trademark Associations.

**"EU Regulatory Framework"** – the regulatory framework from the EU that governs the obligations of the Acquirer, Customer or payment service provider (e.g. Payment Service Provider).

**"Invoice Service"** – Refers to payment where the End Customer receives an invoice in PDF format via e-mail, link or postal which is paid through the End Customer's bank.

**"Receivable"** – The Customer's claim against the End Customer regarding payment of goods or services.

**"Simplified card payment"** – refers to when the End Customer stores their Payment Card number in a secure manner in order to simplify recurring purchases with the Customer.

**"Sales Channel"** – the environment that the Customer offers the End Customer to pay, such as Payment Terminal, Internet, Vending Machine and telephone orders.

**"Sales Proceeds"** – means the proceeds to be credited to the Customer for completed and approved Transactions.

**"Hosted solution"** – refers to when the payment logic is handled by the Payment Processor by linking the End Customer from the Customer's Point of Sale on the internet to the Payment Processor when payment is to be made, so-called re-direct. Payment Card information is entered by the End Customer at a PCI-certified Payment Processor. Storage, transport or handling of Payment Card information is only done by a PCI-certified Payment Processor and not at the Customer's premises or by any other party/supplier.

**"Acquirer"** – Ping Payments or any other party with whom the Customer has entered into an agreement for the Acquiring of Transactions.

**"Acquiring"** – processing of a Transaction in accordance with the Trademark Associations' or Issuers' Payment Methods' regulations and settlement of the Sales Proceeds against the Customer's account.

**"Integration Interface"** – an application interface provided by Ping Payments and, where applicable, implemented by the Customer in the POS System.

**"POS system"** – The customer's sales system, which is integrated with the Payment Service, where applicable.

**"Client Funds Account"** – account with Ping Payments for the collection and compilation of the Client's Sales Proceeds prior to payment to the Client's Account.

**"Client Funds"** – amounts held in the Client's Client Funds Account.

**"Contactless"** – the name of the part of the Payment Card that contains Payment Card information that can be read by Technical Equipment via a contactless interface in accordance with the NFC standard issued by the Trademark Associations.

**"Payment Card"** – Visa and/or Mastercard-branded card or End Customer device with the categories debit, prepaid, credit, international, and corporate card accepted by Ping Payments under the Agreement. In addition to the above-mentioned trademarks, other trademarks that Ping Payments has notified to the Customer are also included.

**"Payment Card Information"** – collective term for all information printed and/or embossed on the Payment Card as well as all information in the Payment Card's Chip and magnetic traces that is relevant to the handling of Card Acquiring.

**"Control Limit"** - between Ping Payments and the Customer's agreed level which determines the amount and/or number of Transactions with Payment Cards that do not need to be Authorised. The control limit, unless otherwise agreed in the Agreement, is zero (0).

**"Card Interchange Fee"** – the fee per Payment Card Transaction paid by Ping Payments to the Card Issuer which is part of the Service Fee.

**"Card acquiring"** – collective term for:

**"Terminal Card Acquiring"** – means the Acquiring of Payment Card Transactions in a physical setting by any of the following methods:

**"Chip Acquiring"** – means when Payment Card Information is read by Technical Equipment via Chip,

**"Contactless Acquiring"** – means when Payment Card information from Chip is read by Technical Equipment via contactless interface;

**"Magnetic trace Acquiring"** – refers to when Payment Card information is read by Technical Equipment via magnetic traces,

**"Manually keyed in Acquiring"** – refers to when Payment Card Information is manually entered into Technical Equipment.

**"Card Acquiring via Machine"** – means the Acquiring of Transactions with Payment Cards in an unmanned environment by any of the following methods:

**"Chip Acquiring"** – means when Payment Card Information is read by Technical Equipment via Chip,

**"Contactless Acquiring"** – means when Payment Card Information from the Chip is read by the Technical Equipment via the Contactless Interface;

**"Magnetic trace Acquiring"** – refers to when Payment Card information is read by Technical Equipment via magnetic traces.

**"Card Acquiring via the Internet"** – means the Acquiring of Transactions with Payment Cards that take place over the Internet on the Customer's website and, where applicable, the App.

**"Card Acquiring via Telephone Order"** - refers to sales where the End Customer via telephone call to the Customer completes a Transaction via Payment Link or by providing Payment Card Information in a telephone call.

**"Card Issuer"** – the bank or other credit institution that issues Payment Cards.

**"Customer"** – Ping Payments' contracting party to this Agreement.

**"Customer's Account"** – the bank account designated by the Customer in this Agreement or subsequently notified in writing by Ping Payments.

**"Customer Receipt"** – receipt generated by the POS System and/or Technical Equipment relating to the Transaction, divided into copies of the Customer and the End Customer.

**"Customer Number"** – The identity of the point of sale with Ping Payments.

**"Purchase Documentation"** – the collective name for all Customer's documentation regarding Transactions.

**"Delivery"** – distribution of goods or services.

**"Cancellation"** – removal of an incorrect Transaction with a Payment Card in Technical Equipment in direct connection with the completion of the Transaction.

**"MIT"** – the name of a Transaction with a Payment Card that the Customer carries out with stored Payment Card information based on the approval of the End Customer and where the Customer does not actively participate in the execution of the Transaction.

**"Party"** – The Customer or Ping Payments.

**"PCI DSS"** – The Brand Associations' requirements regarding security certification, storage of and other handling of Payment Card information.

**"Personal data"** – information about a person as the term is defined in the General Data Protection Regulation ("GDPR").

**"PIN"** – the End Customer's personal numeric code or other approved identification method by which the End Customer can approve a Transaction with a Payment Card.

**"PIN Equipment"** – Technical Equipment approved by Ping Payments with which the End Customer can approve a Transaction with a Payment Card by entering a PIN Code.

**"Complaint"** – Transaction that has been complained about by the End Customer or Issuer of the Payment Method in accordance with the Payment Method's regulations.

**"Return"** – Transaction through which the End Customer is credited for purchases via the same Payment Method as the original transaction.

**"RTS"** – technical standard within PSD2 that, among other things, regulates requirements for Strong Customer Authentication.

**"Service Fee"** means the fees payable by Customer to Ping Payments under the Agreement.

**"End Customer"** – Customer's customer who executes the Transaction.

**"Track 2"** – the name of the part of the Payment Card's magnetic trace that contains Payment Card information.

**"Strong Customer Authentication"** – means Strong Customer Authentication (SCA) applied to all transactions where required by PSD2. Exemptions from SCA, for example for recurring payments or low-risk transactions, are applied in accordance with RTS (Regulatory Technical Standards) and must comply with relevant legislation.

**"Ping Payments"** - Ping Payments AB with company registration number 559123-5378.

**"Security code"** – collective name for the numbers printed on the back of the Payment Card or, where applicable, the front.

**"Point of Sale"** – physical store, website or equivalent where the Customer conducts its sales activities according to the Agreement.

**"Technical Description"** – the documentation that Ping Payments, in various ways, provides to determine the Integration Interface, etc.

**"Technical Provider"** – a provider with whom Ping Payments enters into an agreement regarding the Acquiring of Transactions by bank payment.

**"Technical Equipment"** – all hardware and software required for the Customer to carry out Transactions at the Point of Sale.

**"Terminal Accessories"** – stands, batteries, cables, etc., that are in any way connected to the Terminal.

**"Supplementary Agreement"** – in particular, agreements signed between the Customer and Ping Payments.

**"Service"** - the services, Payment Methods and features agreed between the Parties and described in the Terms of Service for each Payment Method.

**"Terms of Service"** – each of the agreements that govern one or more Services and/or Payment Methods. Terms of Service refers to a specific service and, in these terms, shall take precedence over the general Terms and Conditions.

**"Transaction"** – payment or Return made using Payment Methods under this Agreement.

**"Transaction Information"** – information about a Transaction with the content of the Agreement or, as applicable, specific instructions.

**"Transaction Log"** – electronically stored traceable Transaction Information relating to Transactions with content under the Agreement or, as applicable, specific instructions.

**"Issuer"** – issuer of Payment Methods, such as Card Issuer or Swish.

**"Brand Fee"** – the fee per Payment Card Transaction paid by Ping Payments to the Brand Associations and which is part of the Service Fee.

**"Trademark Associations"** – collective name for organizations that issue and assess compliance with regulations for the management of Payment Methods.

**"Web Service"** – internet-based service that provides Customer with access to Transactions and features related to the Services.

**"Chargeback"** – Debiting the Client's account, Client Funds Account or invoicing the Client in connection with a Complaint or incorrect Transaction.

**"Klarna Terms and Conditions"** – the terms and conditions provided by Klarna Bank AB (publ), which govern the use of Klarna services and Payment Methods as part of this Agreement.

## Terms and Conditions

### 1. Background

1. Ping Payments provides a wide range of services intended to enable and streamline payment processing in relation to Customers' sale of goods, services and/or content on the Internet, in a physical environment and/or via other types of distance selling.
2. The Customer provides one or more Points of Sale for the sale of goods, services and/or content in a physical environment and/or on the Internet and other environments for distance selling.
3. The parties have agreed that Ping Payments, on behalf of the Customer, shall mediate and administer services for the Customer in the manner described in the Agreement.
4. The Agreement includes these General Terms and Conditions and the Klarna Terms and Conditions attached as Appendix 1, which govern Klarna services provided through Ping Payments.

### 2. Documents and precedence

1. The contractual relationship between the Customer and Ping Payments is governed by the Agreement consisting of, General Terms and Conditions, one or more Terms of Service, where applicable, Supplementary Agreements and/or industry regulations and associated appendices.
2. The Terms of Service and the Appendices are integral parts of the Agreement. If the content of the Agreement should contain conflicting terms, specific terms in the Supplementary Agreement and/or industry regulations shall apply in the first instance and thereafter the respective Terms of Service before these General Terms.
3. Defined terms are set out in the Annex "Definitions".
4. In the event of any inconsistency or conflict between the documents forming part of this Agreement, the following order of precedence shall apply, in descending order:
  - 2.4.1 Mandatory provisions of applicable laws and regulations, including the Swedish Payment Services Act and PSD2.
  - 2.4.2 Any Supplementary Agreement explicitly signed by both Parties.
  - 2.4.3 The applicable Terms of Service for the relevant Service.
  - 2.4.4 Industry regulations and network rules issued by card schemes or other relevant authorities.

- 2.4.5 Klarna Terms and Conditions (as attached in Appendix 1) shall apply to all Klarna-related services and Payment Methods provided under this Agreement. Klarna's terms shall prevail over conflicting provisions in these General Terms and Conditions, unless mandatory law requires otherwise.
- 2.4.6 These General Terms and Conditions.
- 2.4.7 Technical documentation, instructions, and other appendices.
- 2.4.8 In case of conflict between language versions of this Agreement, the Swedish version shall prevail unless otherwise agreed in writing.

### 3. Service

- 1. The Service shall have the functionality described in the Terms of Service and, from time to time, the Technical Description in force and, where applicable, specific written instructions from Ping Payments.
- 2. Through the Agreement, the Customer is given access to the agreed Services via one or more Customer Numbers. Ping Payments has the unilateral right to determine the number of Customer Numbers.
- 3. Ping Payments undertakes to perform the Service in a professional and professional manner with suitable, qualified and competent employees and with an adequate level of security for the purpose.
- 4. The Customer undertakes not to use the Customer Number assigned by Ping Payments in other Sales Channels than those covered by the Agreement
- 5. The Customer is not entitled to make changes at the Point of Sale regarding the range of goods and/or services other than those specified in the Agreement without Ping Payments' approval.
- 6. The Customer may not use the Service(s) for activities that, in Ping Payments' judgment, risk damaging trust in Ping Payments, may lead to financial or brand damage to Ping Payments, Publisher and/or Brand Association or otherwise violate Ping Payments' policies.
- 7. Currency exchange, sale of alcoholic beverages, currency, tobacco, snus, nicotine products and related products, e-cigarettes, gambling (betting, lotteries, etc.), prepaid gift cards, vouchers, electronic currencies or transfers to electronic wallets may only be carried out if the Parties have agreed in writing.
- 8. Ping Payments provides a Web Service or other equivalent electronic reporting to the Customer. In order to take part in the functionality of the Web Service, the Customer must have access to a computer or equivalent with a web browser in accordance with the specifications specified by Ping Payments from time to time.

9. The Web Service provides the Customer with access to information about the Transactions carried out through the Customer's sales channels and which is integrated with Ping Payments, as well as functionality linked to these Transactions. The web service includes the functionality that Ping Payments offers at any given time. The Customer has access to the Online Service 24 hours a day, subject to maintenance work and any unplanned downtime.
10. The Customer is obliged to appoint an administrator who can add and remove users who have access to the Web Service and set the permission level for each user. The different levels of eligibility include the actions Ping Payments allows from time to time.
11. In order to access the Web Service, the Customer must follow the instructions and rules that apply to the assigned security solution. It must be reported immediately to Ping Payments if it can be suspected that unauthorized persons have gained access to information for access to the Web Service. When the Parties use and provide the Web Service, Ping Payments must comply with the instructions given at any given time and applicable legislation (such as the General Data Protection Regulation, the Debt Collection Act and the Credit Information Act).
12. Entries made in the Online Service must be factual and must not contain offensive value judgments or other information that is prohibited by law. Ping Payments has the right to immediately suspend users who violate the terms and conditions of use of the Web Service.
13. The Customer is liable for damage, loss, or inconvenience in any other way that is a direct or indirect consequence of material in the Web Service being accessed by unauthorized persons, or used in an unauthorized or incorrect manner, through the Customer's negligence.
14. Ping Payments logs events that occur in the Web Service for security and investigation reasons. This includes, among other things, information about the Customer's users. The Customer guarantees that users who are granted permission consent to such processing of personal data.

#### 4. Special terms and conditions regarding the Client's disclosure obligation, large exposures and risk mitigation

1. The Customer shall, at Ping Payments' request, send updated financial information, such as income and balance sheet reports, information about undelivered goods and services sold, as well as other information and documents regarding the Customer's business operations that Ping Payments may require from time to time.
2. Ping Payments' risk exposure or commitments to the Customer in connection with this agreement may never exceed (i) the limits for large exposures pursuant to the CRR Regulation, and (ii) Ping Payments' maximum risk exposure amount for the Customer at any given time.
3. In the event that:
  - a. risk exposure arising for Ping Payments under this Agreement, alone or in combination with other risk exposures to other companies with which the Customer has a mutual connection, would exceed the thresholds or risk exposure amounts set out in (i) or (ii) in clause 4.2 above or;
  - b. Ping Payments for any other reason assesses that an excessively high or elevated risk for Ping Payments exists, for example, due to the Customer's business, Chargebacks, the volume of redeemed Transactions regarding undelivered goods and services, fraud, credit risk, the Customer's financial position;  
  
Ping Payments has the right to:
    - c. Request from the Customer that, in Ping Payments' judgment, is acceptable security. Such security shall be provided by the Customer within the time limit specified by Ping Payments;
    - d. change the terms and conditions for the payment of the Sale Proceeds with immediate effect, for example delaying or wholly or partially stopping payments.
4. Ping Payments ensures, in accordance with Ping Payments' AML and CTF policies from time to time, compliance with applicable AML rules by regularly checking customers against sanction lists (EU, UN, OFAC) and other relevant registers and in connection therewith requires the Customer to provide accurate and up-to-date KYC information about its own and the End Customer's business.

Suspicious transactions are immediately reported to competent authorities in accordance with applicable law.

#### 5. Customer receipt

1. The End Customer shall always be offered a Customer receipt of the completed Transaction in connection with the purchase. If a Customer Receipt cannot be offered in special cases, it shall be possible to subsequently create a copy of the Customer Receipt if the End Customer requests this.

2. The Customer Receipt shall contain information stipulated by law, applicable regulations (e.g. Brand Associations or Issuers of Payment Methods) and in accordance with the instructions from Ping Payments in force at any given time.
3. The Customer shall save and, at the request of Ping Payments, provide a copy of the Customer Receipt.

### 6. Technical equipment, tests and procedures

1. Unless otherwise stated in the individual Terms of Service, the Customer shall be responsible for the Technical Equipment and Software required for the Customer to be able to conduct its sales at the Point of Sale.
2. The Customer undertakes to only use the Service or Services within the geographical areas covered by the Agreement.
3. If Technical Equipment contains parts supplied by others in addition to Ping Payments, Technical Equipment shall be tested and approved by Ping Payments prior to production. The Customer is responsible for ensuring that such Technical Equipment sends correct Transactions in accordance with the Agreement.
4. The Customer undertakes to sign a special agreement with the supplier of Technical Equipment and ensure that it meets the terms of the Agreement. In this case, the Customer is also responsible for providing information about the content of the Agreement to such provider.
5. The Customer is obliged to apply Ping Payments' and, where applicable, the contractor's instructions and procedures regarding Technical Equipment. In the event that the contractor's instruction would conflict with Ping Payment's terms and conditions, Ping Payment's terms and conditions take precedence.
6. Ping Payments shall be given the opportunity to review and approve Technical Equipment. If deficiencies or deviations from requirements for Technical Equipment are discovered during such inspection, or at any other time, Ping Payments is entitled, if these are not immediately rectified, to terminate the Agreement in accordance with clause 12.5.
7. If the Customer uses unapproved Technical Equipment by Ping Payments, the Customer is solely responsible for any loss incurred by both the Customer and Ping Payments. The Customer is also responsible for any loss that arises due to functionality that has been introduced into Technical Equipment without Ping Payments' approval or due to errors or deficiencies that have arisen in Technical Equipment due to this being administered by a party that has not been approved by Ping Payments.
8. Technical equipment must communicate directly with Ping Payments or via a party approved by Ping Payments. It must be connected around the clock to the public telecommunications and data network or another communication connection approved by Ping Payments. Technical equipment must also be connected to the electricity grid around the clock in order for it to be able to communicate in a satisfactory manner.

9. The Customer is responsible for preparing a Transaction Log of completed Transactions, which shall contain information in accordance with the instructions from Ping Payments in force from time to time and, at the request of Ping Payments, omit information from the Transaction Log.
10. The customer is responsible for all costs for connection, subscription and transmission and is solely responsible for compliance with the respective network's regulations on connection and transmission.
11. The Customer shall protect Technical Equipment against unauthorized use and intrusion, among other things, by installing and regularly updating relevant software, antivirus software and firewalls.
12. The Customer may not, without Ping Payments' consent, make any interventions or changes to Technical Equipment. The Customer may not, without Ping Payments' consent, discontinue, exchange or move Technical Equipment to another Point of Sale, another Sales Channel or another Customer. Notification of such change shall be made by the Customer to Ping Payments no later than four (4) weeks prior to the start of production.
13. Ping Payments reserves the right to check and verify the changes before they are put into effect. The customer bears its own costs and shall keep resources available to carry out the checks.
14. In order to verify that the Customer fulfils the Agreement, the Customer shall grant Ping Payments, or the person appointed by Ping Payments, access to premises or equivalent place used for the execution of the Transactions.
15. Ping Payments is not liable for damages arising from data or Transactions unduly altered between the Customer and Ping Payments.
16. The Customer is responsible for ensuring that its own personnel who handle Transactions have the training and knowledge required to ensure correct handling and achieve a level of quality that can prevent criminal acts related to Transactions.
17. Ping Payments provides, upon request, applicability testing and acceptance by Ping Payments, APIs for Authorised Third Party Providers (TPPs) in accordance with PSD2. The customer shall ensure that only authorized TPPs are integrated into their system. Ping Payments is responsible for providing technical documentation and support for such integration.

## 7. Safety

1. Ping Payments, where applicable, provides the Customer with API for Service that enables the Point of Sale to communicate with and/or transfer data to Ping Payments' system.
2. The Customer shall not conduct its business in a manner that may jeopardize the operation and/or stability of the Payment Services. The customer is obliged to protect its systems in a safe manner against access by unauthorized persons.

3. The customer guarantees that sufficient safety levels are maintained in its operations. In addition, the Customer undertakes to immediately inform Ping Payments if the Customer becomes aware of any breaches, suspected breaches or non-compliances, including but not limited to PCI DSS and RTS, and to provide Ping Payments with information about measures taken to remedy the deficiencies.
4. The Customer is obliged to comply with the security regulations applied by Ping Payments at any given time and which are published in the Technical Description.
5. Ping Payments is responsible for applying the required level of security to each category of data received and transmitted from Ping Payments' systems.
6. Ping Payments is not responsible for the security of the Customer's Point of Sale.
7. The Customer shall be careful with passwords and codes for Technical Equipment and not disclose these to unauthorized persons.
8. Passwords used in the Service must be at least 10 characters long and consist of a combination of lowercase, uppercase, numbers and special characters.
9. Ping Payments has implemented technical and organizational measures to ensure the security of data transmission and transaction processing, in accordance with PSD2 and PCI DSS. In the event of serious security incidents, Ping Payments will report these to the competent authorities and notify affected customers within 72 hours.

## 8. Information

The Customer shall without delay notify Ping Payments in writing of any changes in ownership, telephone number, contact person, address, e-mail address, website address, if applicable, changed business, changed product or service offering, change in organisation, changed business volume, changed Technical Equipment and similar circumstances of importance in the application of the Agreement. Ping Payments has the right to reconsider the Agreement in the event of changed circumstances. A new Agreement must be signed in the event of a change of organization number, a change of business or when Ping Payments deems it so.

## 9. Announcements

1. Notices regarding the operation of the Customer's Payment Services shall be sent by e-mail to the address specified by Ping Payments.
2. Notice from the Customer to Ping Payments regarding the change of the Customer's account must be signed by an authorized signatory(s) and may be sent by letter or e-mail.
3. Other notices between the Parties shall be sent by post, Web Service or e-mail to the addresses specified in the Agreement. Depending on the nature of the notice, Ping Payments has the right to request written notice in accordance with the amendment form, Supplementary Agreement or other document that Ping Payments communicates to the Customer.

4. Letters shall be deemed to have been received by the recipient no later than three (3) working days after being sent and e-mails and messages via the Web Service no later than the working day after being sent.
5. If a notice relating to the Terms of Service has been sent by a Party to the other party or guarantor by letter or e-mail at the address specified in the Agreement or the changed address, which at the time of sending the notice is known to the sending Party as the correct address, the notice shall be deemed to have been received by the addressee in accordance with the times for notices specified in the paragraph above.

### 10. Chargebacks

1. Ping Payments is entitled to a Chargeback of a Transaction if the Customer fails to fulfil its obligations under the Agreement and the End Customer and/or Acquirer as a result directs a claim for a refund against Ping Payments.
2. Disputes relating to transactions shall primarily be handled through Ping Payments' customer service. In the event of a residual dispute, Customer or End Customer has the right to use the EU Online Dispute Resolution (ODR) platform or refer the matter to an approved Alternative Dispute Resolution (ADR) organization.

### 11. Prices and payment terms

1. Ping Payments' remuneration for services rendered is regulated in the price list in force at any given time. Ping Payments has the right to start charging the Customer from the date when Ping Payments has notified the Customer in writing that the Agreement has been approved.
2. The parties may agree on a new price through a separate Supplementary Agreement to the Agreement, which enters into force as agreed.
3. In addition, Ping Payments has the right to unilaterally adjust the price and/or pricing model. Such changes will be notified to the Customer in accordance with section 9 and will take effect no earlier than one (1) month after the Customer is deemed to have received the notification of the change. If the Customer does not approve the adjustment, the Customer may immediately and at no extra cost terminate the Service affected by the price adjustment up to and including the date of the adjustment's effective date. Notwithstanding the above, the Customer is not entitled to termination in the event that Ping Payments adjusts the price due to (i) a third party, such as a Publisher or Brand Association, imposing fees on Ping Payments or increasing fees (ii) actual volumes deviate from, by the Customer, the volumes stated and which form the basis for the price.
4. All Ping Payments prices, fees and charges are stated excluding bank charges, such as transfer fees, as well as value added tax and other similar taxes or general charges that are added when settling or invoicing.

5. Ping Payments' compensation for services rendered shall be paid by the Customer in the manner prescribed by Ping Payments from time to time. Compensation for additional Ping Payments is usually settled by Ping Payments debiting the Client's account, the remaining Client funds or by invoice. Any that cannot be settled will be invoiced ten (10) days net. When paying after the due date, late payment interest of 2% per month and compensation for a written payment reminder will be added.
6. When invoicing, Ping Payments has the right to charge an invoicing fee to the Customer. Such fee will be payable in the amount and on the basis applied by Ping Payments from time to time.
7. All surcharges, including currency conversion fees and fees from third-party services, should be clearly stated in the transaction information. The customer has the right to request detailed information on how fees are calculated.

## 12. Contract period and termination

1. The Agreement comes into force after complete information has been provided and signed by the Customer and Ping Payments has notified Ping Payments in writing that the Agreement has been approved. Ping Payments will not accept incomplete agreements that are not completed within three (3) months of the Customer's signature.
2. In the event that the Customer conducts several different businesses or Point of Sale, Ping Payments reserves the right to terminate, in whole or in part, the Agreement for a specific business area or Point of Sale.
3. The contract period is regulated in the respective Terms of Service. The terms and conditions of this Agreement will automatically terminate upon the termination of the last Terms of Service.
4. With the entry into force, all previous agreements on the agreed Services between Ping Payments and the Customer, including all Points of Sale under the Customer's organization number, will be terminated.
5. A Party shall have the right to terminate the Agreement in its entirety or individual Service with immediate effect by written notice to the other Party if:
  - a. A party suspends its payments, initiates composition negotiations, enters into liquidation, is declared bankrupt, or can otherwise be considered to be insolvent, or
  - b. one of the Parties commits a material breach of contract, and
  - c. fails to rectify within thirty days of the other Party sending written notice thereof to the Party guilty of such breach, or b) rectification is not possible.
6. Ping Payments has the right to cancel with immediate effect part or all of its obligations under the Agreement ("Stoppage Right") if it can reasonably be feared that
  - a. the transactions mediated by or the activities carried out by the Client are contrary to law;

- b. it comes to Ping Payments' attention that the Customer is behaving unethically and/or fraudulently;
  - c. Ping Payments, the Customer, Acquirer, or someone else's computer system has been breached or compromised, and the security or confidence in the services offered by Ping Payments may be compromised,
  - d. it can reasonably be assumed that the Customer will be unable or unwilling to fulfil its obligations under the Agreement,
  - e. The Customer has wholly or partially breached or breached any non-immaterial contractual term under the Agreement,
  - f. The Customer conducts a business, or conducts it in such a way, that the reputation of Ping Payments may be damaged under Ping Payments;
  - g. The customer does not pay the overdue receivable. In such a case, Ping Payments is entitled to set off all arising claims that Ping Payments has against the Customer, regardless of whether they are overdue or not, against Client funds, in accordance with section 11.4.
  - h. The Customer carries out Transactions without due cause, disputed, doubtful, that the End Customer is not correctly identified, that unfair contract terms are applied or equivalent,
  - i. The Customer, in the opinion of Ping Payments, does not cooperate with Ping Payments to take measures for the purpose of preventing crime and to investigate suspected criminal acts related to the Service;
  - j. the number of Chargebacks or Complaints exceeds the permitted level according to Ping Payments' or the Brand Associations' rules in force at any given time,
  - k. the number of fraudulent Transactions exceeds the permitted level at any given time, legislation, regulations, government regulations, Trademark Associations' regulations or which, in Ping Payments' opinion, damages Ping Payments' reputation;
  - l. notice to the Customer from Ping Payments is returned due to an incorrect address or that the address provided by the Customer is out of date;
  - m. The customer has provided misleading information on the Agreement,
  - n. Ping Payments assesses that customer due diligence regarding the Customer cannot be achieved or maintained in accordance with applicable laws and regulations on measures against money laundering and terrorist financing, or that the Customer has acted, or if there is reason to believe that the Customer will act, such that Ping Payments cannot comply with the said laws and regulations.
7. Ping Payments shall furthermore have the right to terminate or suspend the Agreement with immediate effect, in whole or in part, if, in Ping Payments' opinion, the Customer and/or one or more of the Customer's beneficial owners are registered on national and/or international sanctions lists such as the EU sanctions list, the UN sanctions list and/or OFAC.

8. Ping Payments shall furthermore have the right to terminate or suspend the Agreement with immediate effect, in whole or in part, by notifying the Customer in writing, when termination or suspension is necessary to comply with applicable laws, regulations, regulatory frameworks, recommendations from consumer rights organizations and the Trademark Associations' regulations at any given time.
9. If Ping Payments has exercised the Stoppage Right as set out above, the Customer is obligated to pay a restart fee of one thousand (1,000) SEK to Ping Payments before the Service is resumed by Ping Payments.
10. If Ping Payments intends to exercise the Blocking Right, Ping Payments is obliged to immediately notify the Customer in writing thereof. If any of the circumstances stated in the above persist more than thirty (30) days after the Stoppage Right has been exercised, Ping Payments is further entitled to terminate the Agreement for early termination with immediate effect.
11. Charges incurred prior to the termination of the Agreement are subject to the rights and obligations applicable to such Debits regardless of whether such Charges are processed by Ping Payments before or after the termination of the Agreement.
12. Upon termination of the Agreement/individual Terms of Service, each Party shall, immediately upon the other Party's request, return all documentation relating to such systems and/or programs provided to the other Party.
13. The termination of the Agreement, for whatever reason, does not affect the rights and obligations of the Party prior to the termination; contractual terms and conditions that expressly or implicitly shall continue to apply after the termination of the Agreement, shall thus apply unchanged after the termination. All rights and obligations of a recurring nature, including but not limited to Chargeback, will therefore continue to apply even after the termination of the Agreement.
14. Unless otherwise agreed, Ping Payments has the right to reconsider the Agreement and/or terminate all or part of the Agreement immediately if the Customer has not executed Transactions under the Agreement for a period of at least three (3) months.

### 13. Responsibility

1. Ping Payments is not liable for any action or damage that is due to Swedish or foreign law, Swedish or foreign government action, war event, strike, blockade, boycott, lockout, lack or delay in energy supply, lack or delay in telephone connection or other communication or other similar circumstance. The proviso in respect of strikes, blockades, boycotts or lockouts shall apply even if Ping Payments is itself subject to or takes such dispute action.
2. Nor does Ping Payments' liability under the Agreement arise in the event of unusual or unforeseeable circumstances over which Ping Payments has no control and the consequences of which would have been impossible to avert despite all efforts. Nor does liability under the Agreement arise when Ping Payments acts in accordance with Swedish law or Union law.

3. If there is an impediment for Ping Payments to process Transactions or to take any other action due to circumstances stated in the first paragraph above, Transactions or other measures may be postponed until the obstacle has ceased.
4. If Ping Payments wishes to invoke circumstances pursuant to clauses 13.1-13.3, Ping Payments shall immediately notify the Customer in writing of the occurrence of such circumstances as well as of its termination.
5. Should liability arise for Ping Payments, unless gross negligence exists, the liability shall be limited to a total of SEK 50,000 per twelve-month period. The liability does not in any case include indirect damages, such as loss of trading profits or damages arising in the relationship between the Customer and third parties, and not damages that Ping Payments, at the time the Agreement in question was concluded, could not reasonably have taken into account.  
  
Ping Payments liability shall not be limited in cases where mandatory provisions of the Payment Services Act or PSD2 apply, including but not limited to unauthorized transactions caused by Ping Payments negligence or fraud.
6. Claims against Ping Payments shall, in order not to be overdue, be notified to Ping Payments in writing without delay when the error, defect or delay is discovered or should have been discovered.
7. In the event of damage to the Customer, for which Ping Payments is responsible and which is not compensated by Ping Payments, the Customer has the right to withdraw from the Agreement free of charge no later than thirty (30) days after the claim for damages has been made.
8. The Customer is responsible for complying with legislation, regulations and recommendations from consumer rights organizations to the extent that the Customer is affected. The Customer is also responsible for complying with requirements and regulations from the EU/EEA, and the OECD, e-commerce rules and distance trading rules, the Distance Selling Act, or similar legislation in another country that affects the Customer's business.
9. If the Customer has breached the Agreement, the Customer is liable for any damage or loss suffered by Ping Payments or the damage caused to the Publisher.
10. The Client is liable for any loss incurred as a result of a deficit arising in the Client's account or Client Funds Account.
11. The Customer shall indemnify Ping Payments for any claims from the End Customer or others who have a recourse claim against Ping Payments due to the Customer not fulfilling its obligations under law and the Agreement.

12. If Ping Payments is subject to warnings of fines and/or other penalties from the Issuer of Payment Methods or the Brand Associations, Ping Payments shall immediately notify the Customer thereof. It is the responsibility of the Customer, in consultation with Ping Payments, to immediately implement the changes necessary to avoid fines and/or penalties being imposed on Ping Payments. If the Customer does not make changes in accordance with Ping Payments' instructions, and this results in Ping Payments being fined and/or penalized and/or incurring other costs due to the Customer's failure to take the necessary measures, Ping Payments is entitled to receive from the Customer an amount corresponding to the fines and/or penalties imposed and other costs. Such changes may mean that the Customer must switch to, approved by Ping Payments, Technical Equipment.
13. Notwithstanding the above, the Customer shall reimburse Ping Payments for costs of actions deemed necessary by Ping Payments to avoid fines, penalties and/or other costs from the Payment Method Issuers or the Brand Associations.
14. If the Customer has obtained the right from Ping Payments to sell or broker goods, services and/or content provided to the End Customer by a party other than the Customer (e.g. travel, airline tickets, event tickets, prepaid gift cards or other vouchers), the Customer is responsible for such goods, services and/or content as if the Customer had provided them himself. Only delivery of physical or electronic tickets, prepaid gift cards or other vouchers is not considered to be the Final Customer receiving final delivery of the goods, services or contents in question.

#### 14. Subcontractors

1. If the Customer engages a third party to fully or partially fulfil its obligations under the Agreement, the Customer is responsible for the party's operations and personnel in the same way as for its own operations.
2. In order to fulfil all or part of its obligations under the Agreement, Ping Payments may engage a subcontractor. Ping Payments is responsible for such subcontractors, as for its own operations. For the purpose of clarification, it is noted that Acquirers are not to be regarded as Ping Payments' subcontractor.

#### 15. Confidentiality

1. Confidential information means any information, with the exception of:
  - a. information that is publicly known or comes to public knowledge otherwise than through a breach by the Party of the content of the Agreement;
  - b. information that a Party may be shown to have already known before the Party received it from the other Party;
  - c. information that a Party has received or will receive from a third party without being bound by a duty of confidentiality in relation to the third party, or

- d. information that a Party is obliged by law or regulation to disclose to an authority or court, but only after the other Party has been informed of the obligation in question.
2. The parties undertake to keep confidential information strictly confidential whether the information is disclosed in writing, orally, through models, computer programs, or otherwise. The Parties shall also take the necessary measures to prevent such confidential information from being disclosed by employees to third parties.
3. The Party undertakes to take the same care and caution when handling the other Party's Confidential Information.
4. Confidential information may only be disclosed to staff who have a direct need to know it. In addition, the Parties are entitled to disclose confidential information to the personnel of the respective Party's group of companies, and/or to the personnel of other third parties with whom the Party cooperates, to the extent necessary for the performance of their obligations under the Agreement.
5. A Party that discloses confidential information to a third party in accordance with the above paragraph is obliged to ensure that such third party is obliged to observe the same confidentiality that applies between the Parties.
6. The Customer undertakes to comply with the confidentiality that, according to the Banking and Financing Business Act (2004:297), applies to Ping Payments. Customer understands the sensitive and strictly confidential nature of the End Customer Information.
7. The Customer hereby authorises Ping Payments to receive information on behalf of the Customer from a third party, such as Acquirers, if the information is provided to Ping Payments as part of Ping Payments' assignment to the Customer.
8. Ping Payments has the right to disclose information that Ping Payments has registered about the Customer to an external party, for whom Ping Payments acts as a collector and intermediary or with whom Ping Payments collaborates within the framework of this Agreement.
9. This confidentiality obligation shall continue after the Agreement has ended.

## 16. Intellectual Property Rights

1. Ownership, copyright, patent or other intellectual property rights in systems and software developed by Party or third parties provided by Party are vested in that Party. All documentation relating to such systems and programs shall be returned by the Party to the other Party upon termination of the Agreement.
2. The Party is responsible for ensuring that the necessary rights to the systems, programs and other material provided by the Party have been obtained from the relevant rights holders.

3. A Party is obligated to defend, and indemnify the other Party at its own expense for any losses and costs incurred by the indemnified Party as a result of any claim that systems, programs and other materials provided by the other Party infringe any third party's patent, copyright, trademark or trade secret, provided, however, that the indemnified Party provides the other Party with (i) information about such claims and; (ii) information and assistance to a reasonable extent.
4. In the event of a definitive infringement, Ping Payments shall, to the extent possible and at its option, ensure that (i) obtaining rights for the Customer to continue using the Service, or (ii) replacing or modifying the affected Service so that it no longer infringes. If, despite its efforts, Ping Payments is unable to secure the right of Customer to use the relevant Services, or replace or modify them, Ping Payments has the right to terminate the relevant part of the license under the Agreement in writing with a notice period of thirty days.
5. Ping Payments is not liable to the Customer for infringement claims based on
  - a. use of Services in combination with any other equipment or software not specified or recommended in writing by Ping Payments if the claim could have been avoided without such use;
  - b. changes to one or more parts of the Services made by the Customer or any other third party if the claim could have been avoided without such changes;
  - c. Customer's failure to install fixes or updates within the time specified in the Agreement if the claim could have been avoided without such failure,
  - d. use of Services other than as set out in Ping Payments' instructions if the claim could have been avoided without such use;
  - e. claims that Services involve the performance of protocols that are not owned or supplied by Ping Payments or Ping Payments' subcontractor and that are infringing.
6. The Customer may not, without Ping Payments' consent, use Ping Payments' or the Publisher's trademarks, such as Kontokort's trademarks, product names or logos, for any purpose other than to inform that payment is accepted with these. The trademark associations' logos/trademarks, as well as other logos/trademarks specified by Ping Payments from time to time, shall be clearly displayed to the End Customer at the Point of Sale and in connection with the completion of each Transaction.

## 17. Processing of Personal Data

Ping Payments undertakes to only process personal data with a legal basis in accordance with Article 6 of the GDPR, including consent, contract or legitimate interest. When transferring personal data outside the EU/EEA, the European Commission's standard contractual clauses or other mechanisms are applied to ensure an adequate level of protection."

End customers have the right to exercise their rights under the GDPR, including rights of access, rectification, deletion and data portability, by contacting Ping Payments at [dataskydd@pingpayments.com](mailto:dataskydd@pingpayments.com).

1. When processing Personal Data, each of the Parties undertakes to ensure that such processing complies with legislation, regulations and advice from supervisory authorities applicable to the Parties from time to time, such as the General Data Protection Regulation (EU 2016/679).
2. Processing of personal data relating to certain natural persons at the Customer's premises for the purpose of fulfilling its obligations under the Agreement and for the purpose of monitoring and protecting any outstanding credit, Ping Payments will process data such as name, personal identity number, address details and information about financial circumstances relating to natural persons who own or otherwise have a controlling influence over the Customer, such as the Client's board members, signatories and partners. The said personal data is also recorded for natural persons who have guaranteed the performance of the contract in whole or in part. Ping Payments further processes information such as names and contact details of contact persons at the Customer.
3. The Customer guarantees that the persons concerned have been informed of and consented to Ping Payments' processing of personal data in accordance with section 17.2 above. At the request of the data subject, Ping Payments will provide a register extract of the data processed about him/her. If incorrect or misleading information is registered, Ping Payments will correct it. More information on the processing of personal data and contact information can be found at <https://pingpayments.com/>
4. It may happen that Ping Payments within the framework of the performance of the Agreement is to be regarded as the data controller for personal data processed within the framework of a certain Terms of Service and/or parts of personal data processed within the framework of said Terms of Service. To the extent that both the Customer and Ping Payments are data controllers for the processing of personal data in accordance with applicable legislation, the data controller undertakes, where applicable, to carry out the processing in accordance with legislation, regulations and advice from supervisory authorities that are applicable from time to time, such as the General Data Protection Regulation EU 2016/679. A customer who has acted in breach of its obligations under the said legislation, shall indemnify Ping Payments for the loss or damage thereby caused to Ping Payments.
5. In its capacity as a data processor, Ping Payments undertakes to ensure that the processing of personal data is carried out in accordance with applicable legislation. In this regard, Ping Payments undertakes to only process personal data in the manner set out in the respective Terms of Service and the Data Controller's instructions.
6. When processing personal data, Ping Payments may engage sub-processors both within and outside the EU/EEA in order to fulfil all or part of its obligations under the Agreement. Such a sub-processor may, within the framework of its assignment for Ping Payments, process personal data relating to the Customer or End Customer.
7. In some cases, Ping Payments will transfer personal data to sub-processors located in countries outside the EU/EEA. Such transfers will only take place on the condition that adequate safeguards are in place for the transfer, such as:

- a. There is a decision from the European Commission that the country outside the EU/EEA ensures a so-called adequate level of protection for personal data, or
  - b. There is no decision from the European Commission that the country outside the EU/EEA ensures a so-called adequate level of protection for personal data, but Ping Payments provides appropriate safeguards for the transfer through the use of binding corporate rules or standard contractual clauses, as published by the European Commission or any other contractual term approved by the European Commission or the competent authorities.
8. In the event that the Customer is the data controller for personal data that Ping Payments processes, such as a data processor, within the framework of the Agreement, the Customer hereby grants a general prior permission for Ping Payments to engage a subcontractor both within and outside the EU/EEA provided that adequate safeguards, according to this section 16.10, are in place for the transfer. In the event that Ping Payments, as a data processor, carries out the processing of personal data concerning the Customer or End Customer on behalf of the Customer, in its role as data controller, the processing shall be regulated by a personal data processing agreement. It is specifically stipulated herein that the Customer, as the data controller, shall always be deemed to have instructed Ping Payments in cases where Ping Payments processes personal data on behalf of the Customer, such as as data processor, to provide the Service in the manner defined in the Agreement and further that the Customer has specifically instructed and thereby accepted that Ping Payments in order to fulfill all or part of its obligations under the Agreement, engages subcontractors both within and outside the EU/EEA provided that adequate safeguards, in accordance with 16.9 above, are in place for the transfer.
9. For the purposes of the Agreement, "personal data", "processing", "data controller", "adequate safeguards", "transfer", "data processing agreement", "data processor" and other relevant terms shall be given the same meaning as corresponding terms under applicable legislation such as the General Data Protection Regulation (EU 2016/679).

## 18. Marketing and graphic profile

1. The Customer undertakes to inform its End Customer in an appropriate manner that payment made by the End Customer through the cooperation with Ping Payments is handled in a secure manner.
2. The Customer consents to Ping Payments publishing the Customer's logo under the heading "customer company" or similar on Ping Payments' website and in social media for marketing purposes.
3. The Customer consents to Ping Payments disclosing information about the Customer's contact details and sales volume for marketing purposes, where applicable.

## 19. Changes and additions

1. All written and oral commitments and/or representations prior to the Agreement are superseded by the contents of this Agreement. Amendments and additions to the Agreement shall be made (i) in writing, and (ii) signed by authorized representatives of the Parties. Ping Payments is not obliged to make a change until the Parties have agreed in writing on the price and delivery time for said change.
2. If the Customer wishes to change the Service during the term of the Agreement, the Customer must submit a written request to Ping Payments. The said request must contain a detailed description of the change requested.
3. Ping Payments shall, without unreasonable delay, upon receipt of the change request as set out above, notify the Customer whether, in what way, within what time frames and at what price the requested/proposed change can be implemented and how said change will affect the design and execution of the Service.
4. Notwithstanding the preceding paragraph, Ping Payments has the right to change the terms of the Agreement or the design of the Service to the extent required by law, government decision, change of national or international regulations for payments, changes in third party (e.g. Publisher's) systems or other similar circumstances. The customer must be notified without unreasonable delay of any changes that may affect the ongoing production. Such change does not entail any right of termination for the Customer.
5. Ping Payments is entitled to change the design of the Service or the Agreement in other cases than those stated above without the prior approval of the Customer. Such change will be effective one (1) month after the posting of new terms and conditions on the Ping Payments website. If the Customer does not approve a material change, the Customer may immediately and at no additional cost terminate the Service covered by the change up to and including the date of the change's entry into force.

## 20. Transfer

1. Ping Payments has the right to assign its rights and obligations under the Agreement, in whole or in part, to another party. The Customer is not entitled to transfer its rights or obligations under the Agreement in whole or in part to any other party.
2. If, during the current term of the Agreement, the Customer transfers the business covered by the Agreement to another legal or natural person, Ping Payments' consent shall be obtained in connection therewith and the Customer shall compensate Ping Payments for any damage that may arise as a result thereof.

## 21. Exclusivity

1. The Customer shall primarily use Ping Payments for the Services covered by this Agreement. If the Customer intends to use another provider, the Customer shall notify Ping Payments in writing and provide reasonable opportunity to match the offer.
2. Clause 21.1 above does not apply to the Card Acquiring service.

### 22. Waiver of Right

1. The waiver or delay in exercising any right or remedy under the Agreement or by law in whole or in part shall not result in that Party being deemed to have waived such right or remedy and thus to have lost its ability to invoke such right or sanction unless the entitled Party agrees in writing to waive such right. Notwithstanding the foregoing, a complaint must be made within the time specified in section 13.6

### 23. Other

1. The parties undertake to cooperate to a reasonable extent to prevent and investigate suspected criminal acts related to the Service. In this regard, each Party undertakes to report to the other any documents that may be suspected of constituting a crime or attempted crime and to disclose to the other Party documents and other written and oral information that may facilitate the prevention and investigation of suspected criminal acts related to the Agreement.
2. Ping Payments reserves the right to limit its staffing the day before a public holiday, in the event of a so-called squeeze day that falls between two public holidays or when Ping Payments' staff are undergoing training.
3. Should any provision of the Agreement or part thereof be found invalid, this shall not mean that the Agreement in its entirety is invalid. To the extent that the invalidity affects the Party's exchange of or performance under the Agreement, adjustment shall be made to a reasonable extent.

### 24. Payment Services Act

1. The provisions of the Agreement relating to payment services pursuant to the Swedish Payment Services Act (2010:751) shall only apply to payment transactions carried out within the EEA in the currencies of any of the EEA countries.
2. If, according to Ping Payments' reasonable assessment, the Customer does not comply with the provisions of the Swedish Payment Services Act (2010:751) in Chapter 7 a on the presentation of Payment Methods, the Customer shall without delay implement the changes notified by Ping Payments. In such a case, Ping Payments is also entitled to immediately cancel part or all of its obligations under the Agreement, which shall be notified to the Customer immediately. Notwithstanding anything else stated in the Agreement, the Customer shall indemnify and hold Ping Payments harmless from damages, losses, administrative fees and sanction fees that arise for Ping Payments through, or that are imposed on Ping Payments due to the Customer violating the above-mentioned requirements of the Payment Services Act.
3. The Customer does not have the right against Ping Payments to invoke the provisions of the Payment Services Act (2010:751) from which deviations may be made by agreement in accordance with the provisions of the said Act. If any provision of the Agreement conflicts with such law, the provisions of the Agreement shall prevail.

### 25. Dispute resolution and choice of law

1. The Parties shall primarily attempt to resolve any disputes arising out of or in connection with this Agreement through good faith negotiations.
2. If the dispute involves a claim by an End Customer, the End Customer shall have the right to submit the matter to an Alternative Dispute Resolution (ADR) organization or via the EU Online Dispute Resolution (ODR) platform, if applicable under EU law. Ping Payments shall cooperate fully in such proceedings.
3. If the End Customer chooses ADR/ODR, that process shall be attempted first.
4. If ADR/ODR does not resolve the dispute within sixty (60) days, or if neither party initiates ADR/ODR, the matter shall be finally settled by the Stockholm District Court.
5. This Agreement shall be governed by and interpreted in accordance with Swedish law, without regard to its conflict of law provisions.
6. In case of conflict between translations of this Agreement, the Swedish version shall prevail.

### 26. Third-Party Terms and Conditions

1. For services provided through or in cooperation with third-party providers, including Klarna, the respective third-party terms and conditions shall apply as an integral part of this Agreement.
2. Klarna Terms and Conditions shall only apply to the Klarna-branded Payment Methods and services explicitly provided through Ping Payments. They shall not govern other payment services or non-Klarna Payment Methods under this Agreement.
3. Klarna Terms and Conditions, provided by Klarna, are attached as Appendix 1 to this Agreement.
4. In the event of any inconsistency between Klarna's Terms and Conditions and this Agreement, Klarna's Terms and Conditions shall take precedence solely with respect to Klarna services and related transactions, unless mandatory provisions of applicable law provide otherwise.
5. Ping Payments shall not be liable for Klarna's independent obligations, decisions, or failures to comply with applicable laws and regulations.
6. Klarna remains solely responsible for its own compliance, regulatory duties, and end-customer relations under the Klarna Terms and Conditions.
7. Any disputes related exclusively to Klarna's services shall be handled in accordance with Klarna's dispute resolution clause in Appendix 1. For disputes involving both Klarna services and other Ping Payments services, Section 25 shall apply.

## Terms of Service Payment Processor

### 1. Generally

The Terms of Service cover, upon written notice of the approved application, the processing of payment transactions between the Customer's online Point of Sale and the Issuer and/or Acquirer

### 2. Service

1. The Service includes functionality in the Integration Interface and Web Service for the purpose of processing payment transactions via the Payment Methods specified in the Technical Description in force from time to time.
2. Ping Payments has the right to unilaterally decide which Payment methods and functions are to be made available in the Payment Processor at any given time.
3. The Customer is responsible for establishing, maintaining and complying with the agreements necessary for the Payment Method with the Acquirer and/or Issuer.
4. Ping Payments undertakes to perform the service in accordance with the regulations for each Payment Method and, where applicable, comply with applicable legislation.
5. Ping Payments is responsible for ensuring that relevant parts of the Services and Products comply with the security requirements, such as PCI DSS, in terms of message encryption and data field encryption.
6. Ping Payments is not liable for damages arising from transactions that are unduly altered before or during the transfer between the Point of Sale and the Payment Processor.
7. Ping Payments reserves the right to restrict access to individual Payment Methods or features at the request of the Publisher or Acquirer.

### 3. Authorisation and controls

1. Ping Payments, after the Customer has initiated payment and the End Customer has provided their payment information, performs checks in accordance with the regulations in force at any given time for each Payment Method.
2. Ping Payments will execute payment using Strong Customer Authentication where required by the Issuer or Acquirer.
3. The Issuer or Acquirer will notify if payment is granted, after which the Customer will be notified by Ping Payments.
4. In the event that the Payment Method supports both Authorisation and Capture, the Customer shall, after approved Authorisation in connection with Delivery, carry out Capture for the purpose of effecting the Acquiring of the Transaction.

#### 4. Payment and accounting

1. Ping Payments will mediate Transactions to the Acquirer or Issuer, who will credit the Customer for completed Transactions as agreed between the Customer and the Acquirer or Issuer.
2. In the event that Ping Payments is not an Acquirer and/or Issuer of the Payment Method and (i) the Customer has agreed with the Acquirer and/or Publisher to pay the Proceeds of the Sale to Ping Payments and (ii) the Customer and Ping Payments have agreed to collect the Proceeds of the Payment Method, the following terms shall apply:
  - a. Ping Payments accounts to the Customer the funds credited by the Acquirer or Issuer on behalf of the Customer;
  - b. accounting is done less Service Fees, Chargebacks, Returns or, where applicable, other claims against the Customer from Ping Payments or third parties,
  - c. if the Customer's preferred accounting currency for the Transactions is different from the currency for the Sale Proceeds, the exchange rate will be in accordance with the exchange rate in force at Ping Payments, and
  - d. Accounting and payment are made, unless otherwise agreed, once a week to the Customer's account.

#### 5. Return

Returns of already completed Transactions are possible to the extent stated in the Technical Description. Returns are executed via the Integration Interface or Web Service provided that the Payment Method supports Return and that the Transaction is accepted by the Issuer and/or Acquirer.

#### 6. Handling of Personal Data

1. For specific Payment Methods, Ping Payments may process Personal Data on behalf of the Customer. Such processing may, for example, take place by the Issuer and/or Acquirer via Ping Payments providing information about address in connection with the execution of a Transaction.
2. In cases where the Customer uses end-customer authentication functions, the Customer assigns to Ping Payments, with the necessary checks, to identify the End-Customer and to transmit to the Customer information about Personal Data and delivery address. In the event that the Customer processes Personal Data provided by Ping Payments, the Customer becomes the data controller for such processing. The Customer may only use Ping Payments End Customer Authentication for the purpose of making purchases with Ping Payments as a Payment Service provider. End customers authenticated through Ping Payments are given the opportunity to save Personal Data and payment details in their profile with Ping Payments in order to simplify future purchases via Ping Payments. The End Customer can at any time via Ping Payments website change, add or delete saved Personal Data.

### 7. Term

These Terms of Service apply from the date on which Ping Payments has notified the Customer that the application has been approved and for an initial period of 12 months with automatic renewal of a new 12-month period, unless written termination is made no later than three months before the end of the current agreement period.

### Terms of Service Bank Payment "Account-to-Account"

#### 1. Generally

1. The Terms of Service cover, upon written notice of approved application, the processing and Acquiring of payment transactions via bank for purchases made on the Internet or in other electronic environments. The provision of this payment service is in cooperation with the Technical Supplier.
2. The Bank Payment Service requires that the Customer has signed the Terms of Service for Payment Receipt for validity.
3. The agreement does not cover transactions relating to gaming and betting activities.

#### 2. Pre-production tests

1. The Customer is responsible for the technical integration of Bank Payment via Ping Payments Payment Processor as described in the Technical Description. The parties will jointly collaborate to carry out the necessary tests prior to production.
2. Ping Payments performs the necessary tests with the Technical Supplier before production takes place.

#### 3. Service

1. Bank payment is available in the sales currencies SEK (in Sweden), NOK (in Norway), DKK (in Denmark), GBP (in the UK) and EUR (in the EMU area).
2. The Service enables payment on the Customer's internet-based business via internet banking and is carried out in the following ways:
  - a. Transaction information is transferred from the Customer to Ping Payments in accordance with the Technical Description in force from time to time.
  - b. The End Customer is sent, via Ping Payments, to the Technical Supplier for signing in accordance with the Technical Supplier's technical and security regulations.
  - c. Ping Payments receives results of the transaction from the Technical Provider.
  - d. Transaction results and End Customer are sent to the Customer.
  - e. Approved and completed Transactions will be credited to the Client's Client Funds Account with Ping Payments.
3. End-customer purchases with Real-time Bank Payment are limited to a maximum of SEK 50,000 or the equivalent amount in another currency unless otherwise agreed with Ping Payments.

4. For purchases exceeding the amount limit, the completion of the Transaction may be delayed pending payment confirmation from the End Customer's bank, such payment confirmation will normally be received within two (2) business days.
5. For Transactions in excess of the amount limit, Ping Payments has the right to Refund the Transaction in the event that the End Customer's bank stops the Transaction.

#### 4. Payment and accounting

1. Ping Payments accounts to the Customer for the funds credited to the Customer's Client Funds Account less Service Fees, Chargebacks, Returns or, as the case may be, other claims against the Customer from Ping Payments or third parties.
2. Payment and accounting are made in the same currency as the sales currency.
3. Payment and accounting are made, unless otherwise agreed, once a week to the Customer's account.

#### 5. Return

1. The payment method enables Return to the End Customer via the Integration Interface and Web Service provided that the End Customer's bank allows Return via the Technical Supplier.
2. Refunds will be made in accordance with the rules and instructions set out in the agreement between the End Customer's bank and the Technical Supplier.

#### 6. Complaint

1. In the event of a complaint or investigation of Bank payment, Ping Payments may request documentation from the Customer. The customer must then provide documentation free of charge in the form of a customer receipt, delivery information (e.g. signed acknowledgement of receipt) regarding the transaction(s) to which the investigation relates. This documentation must be available to Ping Payments for 18 months from the date of the Transaction.
2. Requested documentation must be received by Ping Payments within five banking days.
3. Ping Payments is entitled to compensation for the handling of Complaints and Chargebacks. The fee is specified in the price list in force at any given time.

#### 7. Chargeback

1. Ping Payments has the right to Chargeback Transaction:
  - a. If the End Customer's bank stops the Transaction in accordance with section 3.5.
  - b. if the End Customer disputes the Transaction and an investigation by Ping Payments or the Technical Provider has shown that the Complaint was justified, or
  - c. if the Customer has not complied with the Agreement.



## Terms and Conditions

Date  
2025-09-16

Version  
2025-02

### 8. Contract period and termination

1. These Terms of Service apply from the date on which Ping Payments has notified the Customer that the application has been approved and for an initial period of 12 months with automatic renewal of a new 12-month period, unless written termination is made no later than three months before the end of the current agreement period.

### 9. Early termination

1. In the event that the Technical Supplier denies the Customer access to the Service, these Terms of Service shall cease immediately.

## Terms of Service Swish Handel

### 1. Generally

1. The terms of service cover the processing and Acquiring of payment transactions via Swish Handel. The service enables payments in Swedish kronor in real time from private individuals to businesses for the purchase of goods and services via web, mobile or physical commerce.
2. Swish Commerce is provided in collaboration with technical suppliers and in accordance with the Technical Description, Technical Specifications and Product Information from the Swish system in force at any given time.
3. These terms and conditions apply in conjunction with other applicable agreements between the customer and Ping Payments, such as the Payment Processor agreement.

### 2. Technical requirements and production

1. The customer is responsible for integrating Swish Handel with Ping Payments' payment service provider according to the technical descriptions stated in the Technical Description.
2. Ping Payments and the customer will jointly carry out the necessary tests prior to production. Ping Payments also performs technical tests with the Swish system's suppliers.

### 3. Function of the service and payment flow

1. Swish Handel makes it possible for the end customer to make payments according to the following flow:
  - a. The customer generates a payment request through Ping Payments' payment processor.
  - b. The end customer approves the payment request in their Swish app.
  - c. The payment is verified and Ping Payments sends a receipt to the customer.
  - d. The transaction will be credited to the account specified by the customer.
2. Payments are made in real time. The customer must inform the end customer that the payment request is limited in time according to the specifications in the Technical Description.

### 4. Accounting and payment

1. Ping Payments recognizes payments received to the customer less service fees, returns and other applicable deductions.
2. Payments are made in Swedish kronor and are made, unless otherwise agreed, once a week.

### 5. Refund

1. Through Swish Handel, the customer is given the opportunity to refund amounts to the same phone number that was used for the original payment, provided that this is linked to the same account.
2. Refunds may only be made in the event of a complaint or return of a product or service and must be carried out in accordance with current guidelines from Swish and Ping Payments.

### 6. Complaints and investigation

1. In the event of a complaint or investigation of a transaction, Ping Payments may request documentation from the customer, such as a receipt or delivery documentation. These shall be provided free of charge and within five (5) business days.
2. Ping Payments has the right to charge a fee for handling complaints and refunds, according to the current price list.

### 7. Customer's responsibility

1. The customer is responsible for:
  - a. Meet the technical and security requirements set out in the Technical Description and Ping Payments Technical Guidelines.
  - b. Ensure that the business complies with Swedish law and other applicable regulations.
  - c. Inform the end customer about the terms and conditions for payments, refunds and complaints.
2. The customer may not use the Swish trademark or logo in a way that violates current rules for exposure of Swish.

### 8. Limitation of Liability

1. Ping Payments is only responsible for transactions being carried out in accordance with the agreed terms and conditions and assumes no responsibility for any underlying transactions between the customer and the end customer.
2. The customer is responsible for losses arising from unauthorized transactions if security regulations are not followed.

### 9. Contract period and termination

1. These Terms of Service are effective from the date on which Ping Payments notifies the customer of the acceptance of the application.
2. The Agreement is valid until further notice, with a notice period of three (3) months for the Customer and one (1) month notice period for Ping Payments.

3. Ping Payments has the right to terminate the agreement with immediate effect in the event of a material breach of contract or if the customer does not comply with statutory requirements for the business.

### 10. Change of terms and conditions

1. Ping Payments reserves the right to change these terms and conditions in the event of changes in legislation, technical requirements or other circumstances that affect the functioning of the service.
2. The customer will be informed of changes no later than one (1) month before they enter into force and has the right to terminate the agreement if the changes are not accepted.

## Terms of Service Invoice Service

### 1. Generally

1. The Terms of Service cover, upon written notice of approved application, the processing and Acquiring of payment transactions via bank for purchases made on the Internet or in other electronic environments. The provision of this payment service is in cooperation with the Technical Supplier.
2. The Invoice Service service requires that the Customer has signed the Terms of Service for Payment Processor.
3. The agreement does not cover transactions relating to gaming and betting activities.

### 2. Pre-production tests

1. The Customer is responsible for the technical integration of the Invoice Service via Ping Payments Payment Processor as described in the Technical Description. The parties will jointly collaborate to carry out the necessary tests prior to production.
2. Ping Payments performs the necessary tests with the Technical Supplier before production takes place.

### 3. Service

1. Invoice service is available in the sales currencies SEK (in Sweden), NOK (in Norway), DKK (in Denmark), GBP (in the UK) and EUR (in the EMU area).
2. The Service enables payment on the Customer's internet-based business via internet banking and paper banking and is carried out in the following ways:
  - a. Transaction information is transferred from the Customer to Ping Payments in accordance with the Technical Description in force from time to time.
  - b. In response from Ping Payments, the Customer receives a unique reference number (OCR/KID or equivalent unique payment reference).
  - c. The End Customer creates, via Ping Payments, invoice documentation in PDF format that is sent to the End Customer via e-mail or provided as a web link.
  - d. The end customer pays the issued invoice via their bank.
  - e. Ping Payments receives the results of the Transaction via Ping Payments' bank integration.
  - f. Transaction results are sent to the Customer.
  - g. Approved and completed Transactions will be credited to the Client's Client Funds Account with Ping Payments.

#### 4. Payment and accounting

1. Ping Payments accounts to the Customer for the funds credited to the Customer's Client Funds Account less Service Fees, Chargebacks, Returns or, as the case may be, other claims against the Customer from Ping Payments or third parties.
2. Payment and accounting are made in the same currency as the sales currency.
3. Payment and accounting are made, unless otherwise agreed, once a week to the Customer's account.

#### 5. Return

1. The payment method enables Return to the End Customer provided that the End Customer's bank allows this.
2. Refunds will be made in accordance with the rules and instructions set out in the agreement between the End Customer's bank and the Technical Supplier.

#### 6. Complaint

1. In the event of a complaint or investigation of the Invoice Service, Ping Payments may request documentation from the Customer. The customer must then provide documentation free of charge in the form of a customer receipt, delivery information (e.g. signed acknowledgement of receipt) regarding the transaction(s) to which the investigation relates. This documentation must be available to Ping Payments for 18 months from the date of the Transaction.
2. Requested documentation must be received by Ping Payments within five banking days.
3. Ping Payments is entitled to compensation for the handling of Complaints and Chargebacks. The fee is specified in the price list in force at any given time.

#### 7. Chargeback

1. Ping Payments has the right to Chargeback Transaction:
  - a. If the End Customer's bank stops the Transaction in accordance with section 3.5.
  - b. if the End Customer disputes the Transaction and an investigation by Ping Payments or the Technical Provider has shown that the Complaint was justified, or
  - c. if the Customer has not complied with the Agreement.

#### 8. Contract period and termination

1. These Terms of Service apply from the date on which Ping Payments has notified the Customer that the application has been approved and for an initial period of 12 months with automatic renewal of a new 12-month period, unless written termination is made no later than three months before the end of the current agreement period.

### 9. Early termination

1. In the event that the Technical Supplier denies the Customer access to the Service, these Terms of Service shall cease immediately.

## Terms of Service Card Acquiring

### 1. Generally

1. These Terms of Service together with the Agreement govern the cooperation between the Customer and Ping Payments regarding the Acquiring of the Customer's Transactions with Payment Cards.
2. The Customer undertakes not to use the Payment Card Information for anything other than accepting the Payment Card for payment of all of the Customer's goods or services.
3. The terms of service are formulated in accordance with the regulations issued by the Trademark Associations in force at any given time.
4. The Agreement covers, if technical support is available from the Customer's supplier of Technical Equipment, also Transactions generated via digital wallets such as Click to Pay, Apple Pay, Google Pay, Samsung Pay and, where applicable, if a separate agreement has been signed, Mobile Pay and Vipps for Card Acquiring via the Internet.

### 2. Acceptance of Payment Cards and more

1. The Customer has the right to opt out and thus not accept certain Payment Cards by the Customer signing a special Supplementary Agreement regarding Limited Card Acceptance that regulates which Payment Cards are accepted at the Point of Sale. The terms and conditions for Limited Card Acceptance are set out in the Supplementary Agreement.
2. In addition to what is stated in section 2.1, Ping Payments may request the Customer to exclude specific Payment Cards in order to minimize the risk of fraud.
3. Depending on the Customer's choice of Technical Equipment, there may be restrictions on acceptance of Payment Cards.
4. The Customer has the right to propose to the End Customer any means of payment of its choice.
5. The customer undertakes to:
  - a. accept Payment Cards for payment of all Customer's goods and services regardless of the purchase amount, and
  - b. not charge additional fees or apply a higher price to the End Customer for purchases with a Payment Card,
  - c. to introduce, in consultation with the Payment Provider, support for the End Customer's choice of card brand if the Payment Card has a function for several card brands, so-called co-badging.
6. The Customer may not accept payment by Payment Card for:
  - a. omission of cash in addition to what is regulated in section 2.5;

- b. issuing cheques;
  - c. implementation of payment intermediation, or
  - d. claim that does not constitute payment for goods or services provided by the Customer, unless otherwise agreed between Ping Payments and the Customer.
7. As an exception to the above paragraph, in the case of Card Acquiring via Terminal that takes place with bank cards, other Swedish VISA, Mastercard, Maestro or Electron cards at its own discretion and if Technical Equipment so permits, increase the amount of the Transaction upwards and in cash to the End Customer pay an amount that exceeds the sum of purchased goods or services by a maximum of SEK 2,000, unless otherwise agreed. Multiple consecutive Transactions on the same Payment Card containing rounding may not be carried out. A Transaction with rounding shall always be authorized via Chip Acquiring after completion of the verification of credentials in accordance with section 3.8. When rounding off, the Customer's liability under the Agreement shall include the gross amount, i.e. the sum of the proceeds for the purchase and what has been paid in cash. If the Customer abuses the right to rounding or if the conditions (e.g. the Trademark Associations' regulations) to allow rounding are changed, Ping Payments may immediately revoke this exemption by means of a notice in accordance with section 9 of the General Terms and Conditions.
8. In connection with the purchase process, the End Customer shall always receive clear written information (on the Customer Receipt or similar documentation) about delivery terms, cancellation rules, return and refund rules. The customer agrees to use the words "Cancellation Policy" for travel agencies, hotels and vehicle rentals, and "Return/refund policy" for other industries. All End Customer's acceptance of terms and conditions shall be made via a checkbox or equivalent and be traceable and can be presented from the Transaction Log to avoid Chargeback.
9. In the case of a surcharge for tips, this amount shall be included in the amount of the Authorisation.
10. The Customer may not carry out a Transaction with a Payment Card if:
- a. Transaction refers to a Payment Card where the Customer is the holder of the Payment Card,
  - b. the transaction was carried out with someone other than the Customer in the Agreement,
  - c. the goods or services to which the Transaction relates have not been delivered or performed, respectively;
  - d. The transaction relates to payment of pre-existing debt,
  - e. Authorization is denied,
  - f. The transaction relates to payment for goods or services provided by someone other than the Customer, unless otherwise agreed between Ping Payments and the Customer, or
  - g. The customer has not complied with the Agreement.

11. If the End Customer has made two or more consecutive exactly the same Transactions when selling via the Internet, the Customer shall contact the End Customer to check whether the Transactions are correct.
12. If the Transactions are not correct, delivery or delivery of goods may not take place and cancellation of the Transaction shall be carried out so that the End Customer is not charged incorrectly. In the event that the Parties have agreed on Subscription Payment, Simplified Card Payment and/or MIT, the Customer shall follow the instructions of Ping Payments and the Payment Processor in force from time to time. Ping Payments' current instructions for Subscription Payment, Simplified Card Payment and MIT are published on Ping Payments' website.

### 3. Authorisation and controls

1. All Transactions, within the agreed Control Limit, shall be Authorized by Technical Equipment prior to Debiting. The control limit, unless otherwise agreed, is zero (0).
2. If an Authorisation is denied, an Authorisation may not be made again if the reason is that the Payment Card has a card block or for some other reason can never be approved or is subject to restrictions. The response to the Authorisation states which response codes the Payment Card is encumbered with with regard to card blocks and other restrictions included in a set of rules. This set of rules is obtained via the Customer's Payment Instrument or as instructed by Ping Payments.
3. In all cases, it is up to the respective Card Issuer to approve the Authorisation. For Payment Cards issued within the EU/EEA, special provisions apply to Strong Customer Authentication.
4. For a Transaction to be valid:
  - a. in the case of Card Acquiring via Terminal, Chip Acquiring or Contactless Acquiring is always applied whenever possible,
  - b. The transaction shall always be approved by the End Customer in accordance with the rules for Strong Customer Authentication in force from time to time,
  - c. The end customer receives their copy of the Customer Receipt,
  - d. The transaction is controlled, managed and accounted for in accordance with these Terms of Service;
  - e. The transaction will be carried out on the total purchase price at the same time of purchase. Payment of the product or service may not be split into several Transactions with the same Payment Card, or several Payment Cards belonging to the same card account.
5. Magnetic trace Acquiring may only be applied if:
  - a. The Payment Card does not have a Chip,
  - b. The Payment Card is not issued within the EU/EEA,

- c. The card issuer approves, and
  - d. The Customer and Ping Payments as agreed and Technical Equipment allows this.
- 6. Manually keyed Acquiring may only be applied if:
  - a. The customer and Ping Payments as agreed,
  - b. Technical equipment allows this,
  - c. The Payment Card's chip or magnetic trace cannot be read,
  - d. The Payment Card is not issued within the EU/EEA, and
  - e. The card issuer agrees to this.
- 7. In the case of purchases where a Payment Card is handed over to the Customer's representative, the customer shall, in connection with the Transaction:
  - a. check that any printed information on the front of the Payment Card corresponds to the corresponding embossed information;
  - b. check that the validity period stated on the Payment Card has not expired,
  - c. check that the Payment Card does not bear any traces of changes,
  - d. check that the Payment Card has a signature,
  - e. check that the card number on the Customer Receipt corresponds to the corresponding embossed or printed information on the Payment Card, and
  - f. when making signature purchases, check that the signature on the payment card matches the End Customer's own signature on the Customer Receipt and the signature on the End Customer's identity document.

If the Customer suspects crime, other misconduct or if any of the above conditions, after verification, are not met or if there is any other reason for uncertainty about the validity of the Payment Card or the Transaction, the Customer shall contact Ping Payments Support for security checks and thereby state the term "code 10".
- 8. The customer is obliged to carry out identification checks in the case of cash withdrawals, rounding, signature purchases or in the case of Manually keyed in Acquiring or if Ping Payments so instructs. The end customer must then identify themselves with an approved ID document (e.g. driver's license or ID card). The Customer must check that the identity document is valid and that the End Customer's appearance corresponds to the photograph on the identity document. The customer must note the identification number and type of identification on the Customer receipt. The Customer shall otherwise always comply with the identification provisions that may follow from a decision by the authorities, a general commitment from the Card Issuer or a general agreement between the Card Issuer and the Customer's representative. If an ID check in accordance with the above conditions cannot be carried out, the Payment Card may not be accepted.
- 9. The Customer shall, if the situation allows, take care of the Payment Card if:

- a. The Payment Card is blocked according to information provided by Ping Payments,
- b. The Payment Card bears traces of changes,
- c. the response to the card check includes a request to keep the Payment Card, or
- d. Ping Payments for any other reason requests that the Account Card be taken into custody.

Payment Cards that are not physical cards such as mobile phones, key chains, watches and other devices may not be seized. After taking care of the customer, contact Ping Payments for further instructions.

10. In the case of Card Acquiring via the Internet, 3D Secure (EMV 3DS) shall be implemented in accordance with instructions from Ping Payments and/or the Customer's Payment Processor, or a special agreement with Ping Payments. 3D Secure means that the Customer is responsible for informing the End Customer that information is collected and processed for risk assessment and monitoring in order to prevent fraudulent orders. The Customer acknowledges that 3D Secure is not a guarantee to protect against fraudulent Transactions.
11. In the case of Card Acquiring via Telephone Order, the End Customer shall approve the Transaction via Payment Link or by identification with a Security Code as agreed in writing with Ping Payments. The customer is responsible for carrying out address checks and/or other reasonable checks of the validity of orders.
12. The Customer may not request that the End Customer approve the Transaction before the final amount of the Transaction is known to the End Customer.
13. By way of derogation from clause 3.12, the Customer may, by special agreement with Ping Payments, carry out a Transaction even if the final amount is not known at the time. On this occasion, the Customer must inform the End Customer of the amount that will be reserved or charged.
14. The Customer may not request that the End Customer disclose their password for Strong Customer Authentication.
15. When delivering via postal parcel or letter, a delivery method is recommended where a signed acknowledgement of receipt with identification check at the time of delivery can be obtained. When delivering high-risk goods such as; Proof of receipt is always required for consumer electronics, watches, jewellery, tickets and gift cards or other valuable documents.

#### 4. Return and Cancellation

1. Returns are possible to the extent that the Issuer of the Payment Card allows this. In the event of a return, all or part of the amount will be refunded to the Payment Card used for the purchase. The End Customer will receive the refund from the Payment Card Issuer in accordance with its terms and conditions.
2. The Customer shall initiate a Return if:

- a. The End Customer cancels or returns the product or service, and the Transaction regarding the product or service has previously been charged to the End Customer,
  - b. incorrect Transaction previously charged to the End Customer, for example when the product or service has not been delivered.
3. Returns in the form of refunds to gift cards, winnings or other types of payment to cards are not permitted and returns may not be used for any other purpose than above or as otherwise stated in the Agreement.
4. Returns shall primarily be initiated to the same Payment Card used for the original Transaction and shall not exceed the amount of the Transaction. If it is not possible to make a Return to the same Payment Card, the Customer may make a Return to another of the End Customer's other Payment Card with the following requirements:
  - a. The original Transaction was executed by Payment Card via Ping Payments Acquiring.
  - b. Payment Cards used in the original Transaction are not feasible,
  - c. The Customer shall ensure that the Return is executed to the correct End Customer who has completed the original Transaction,
  - d. The Customer shall ensure that the Return is not carried out for fraudulent purposes and shall ensure that the End Customer identifies himself or herself and can present a valid receipt for the product or service to which this relates.

If the Customer acts carelessly in relation to a Return where it generates incorrect and/or fraudulent Returns, Ping Payments may require the Customer to only make a Return to the Account Card original for the Transaction.

5. The customer must initiate Cancellation:
  - a. if the End Customer has placed a duplicate order in accordance with section 2.9,
  - b. if correction needs to be made of the Transaction that was not included in previous Day Closing,
  - c. to correct a Transaction that has been found to be fraudulent and the goods or services have not been delivered, or
  - d. if correction of an incorrect Transaction takes place in direct connection with the Transaction.

Cancellation may only be made to the same Payment Card used for the Transaction and may not exceed the amount of the Transaction.

6. The Customer or, where applicable, the Vending Machine may not hand out cash, issue cheques, vouchers, or other payment instructions instead of Return or Cancellation. Customer receipts regarding Return and Cancellation must be signed by the Customer's representative, where applicable.

7. Previously calculated and/or paid Service Fee for the Transaction will not be refunded in the event of Return and Cancellation.

### 5. Collection and dissemination

Ping Payments offers the collection and transmission of Transactions as an additional service by agreement with the Customer. A prerequisite for this service is that the Customer has an agreement on Acquiring with the respective issuer of these Payment Cards. It is the responsibility of the Customer to notify Ping Payments Customer Number of these agreements.

### 6. Reimbursement for Transactions

1. The Customer shall initiate the transfer of Transactions to Ping Payments by making a Day Close. Customer shall transmit Transactions via Technical Equipment.
2. Transactions must be received by Ping Payments no later than two (2) calendar days after the completion of the Authorization.
3. If Transactions are received by Ping Payments too late, Ping Payments has the right to charge the Customer a higher Service Fee and, where applicable, refuse Card Acquiring and Refund Cashed Transactions in accordance with section 10.
4. In the case of Acquiring, transfer to the Customer's bank will take place no earlier than the Banking Day after the Transaction has been received by Ping Payments for crediting the Customer's account.
5. Ping Payments undertakes to carry out Acquiring for all Transactions that the Customer has reported and delivered to Ping Payments via End of day reconciliation, if the Customer has complied with the terms of the Agreement and any Supplementary Agreements. The Customer is obligated to report all Transactions to Ping Payments via End of day reconciliation.
6. If the sum of Card Acquiring in a Closing Day means that the Customer must pay an amount to Ping Payments, Ping Payments has the right to debit the Customer's account, Client Funds Account or invoice the Customer with an equivalent amount.

### 7. Postponement and denial of Card Acquiring

1. Ping Payments has the right to postpone Card Acquiring of all Transactions in the End of the Day in the event that the End of the Day, in the opinion of Ping Payments, contains deviations in accordance with Ping Payments' control system. Ping Payments has the right to conduct an investigation before Card Acquiring can take place. Card acquiring takes place immediately after Ping Payments' investigation is completed, unless the investigation reveals any ambiguities. If the investigation takes more than two Business Days, Ping Payments shall notify the Customer.

2. If Ping Payments finds reason to suspect that one or more Transactions in a Closing Date are such that Ping Payments is entitled to refund the redeemed Transaction in accordance with section 10, Ping Payments has the right to request additional documentation in an investigation. During the investigation, Ping Payments has the right to postpone Card Acquiring for all Transactions in the relevant Closing Date. If the investigation reveals that one or more Transactions are fraudulent, Ping Payments also has the right to refuse Card Acquiring.

### 8. Technical equipment

1. Card acquiring must always be done with Technical Equipment approved by Ping Payments. The Customer may not use the Technical Equipment of another Customer.
2. In the case of Card Acquiring via the Internet, connection must be made via the Hostad solution unless otherwise agreed with Ping Payments. When Customer provides card payment via the App, the App Manufacturer shall, upon request of Ping Payments, be able to provide proof of completed and approved code review by an independent third party. This program code review must be able to demonstrate how, for example, Payment Card information and personal data are handled and confirmation of the use of the Hostad solution. Customer is responsible for sending proof of code review to Ping Payments. It is the Customer's responsibility to ensure that the App Manufacturer updates the App within a reasonable time when new security flaws and security threats have been discovered.
3. In the case of Card Acquiring via a Vending Machine, the Customer is responsible for ensuring that installation is carried out by an authorised installer. The Customer shall, together with the installer, if applicable, record identification regarding the Payment Terminal, computer and receipt printer. In addition to what is stated above, the Customer shall:
  - a. document what contents should be in the Vending Machine's cabinet. This documentation must be locked up with the Customer,
  - b. train staff to carry out checks in accordance with point 9.1 and, where applicable, point 9.2;
  - c. keep the key to the Vending Machine locked with a document describing who has access to it, and
  - d. when opening the Vending Machine make a note in the manual log that is kept locked up with the Customer.
4. In the event that the Customer changes Payment Equipment, moves or changes Technical equipment, the Customer is obliged to notify Ping Payments thereof. In such event, Ping Payments has the right to terminate this Agreement with immediate effect.
5. Authorizations may be refused by both Ping Payments and Card Issuers if the Transaction contains incomplete or incorrect information.

6. A response to an Authorization from the Card Issuer may, through a special response code, contain instructions that the Transaction must be carried out with Strong Customer Authentication (SCA), which means a PIN code (Card Acquiring via Terminal) or 3D Secure (Card Acquiring via the Internet). In such cases, the End Customer must complete SCA in order for the Transaction to be completed.

## 9. Safety

1. In the case of Card Acquiring via Terminal and Vending Machine, the Customer is obliged to check that the Technical Equipment does not bear traces of damage, has been modified and that external equipment has not been connected. If checks show suspicion of damage, intrusion or if equipment has been added, Technical Equipment may not be used and the Customer must contact Ping Payments Support for further instructions. The customer must also:
  - a. if possible, carry out a fixed installation of Technical Equipment;
  - b. do not point any surveillance camera directly at PIN equipment,
  - c. place the Technical Equipment fully visible to the End Customer, and
  - d. ensure that privacy protection is mounted on PIN equipment with the exception of portable Payment Terminals.
2. When acquiring cards via Automat, the Customer shall, in addition to what is stated above, check that Automat or its locks do not bear traces of any damage and that Automat is locked.
3. The customer's handling of Payment Cards and Technical Equipment shall be approved by Ping Payments in accordance with the security requirements in force at any given time, which primarily aim to ensure that unauthorized persons do not gain access to Payment Card information. In particular, the Customer shall ensure that Track 2 or Security Code is not stored or saved after the Transaction has been completed. Current security requirements are defined according to PCI DSS and RTS.
4. If the Customer suspects irregularities or fraudulent use of Payment Card information, the Customer is obliged to report this without delay to Ping Payments and, where applicable, the Customer's supplier of Technical Equipment. Furthermore, the Customer shall immediately engage an approved forensic investigator (so-called PFI) for the investigation of any infringement or suspected violation of, or non-compliance with, the requirements of sections 8 and 9. Ping Payments is also entitled to appoint a forensic investigator to be engaged by the Customer, the Customer shall bear all costs for actions taken pursuant to this paragraph.
5. Ping Payments shall at all times have the right to receive, without delay:
  - a. access to all documentation relating to Customer's and any relevant third-party service providers' compliance with sections 8 and 9;
  - b. review, or request a review of, the Customer's and/or third parties' compliance with sections 8 and 9;

- c. Final report from the forensic investigator.
- 6. The Customer is responsible for itself and for the party that the Customer engages:
  - a. to comply with PCI DSS and RTS requirements;
  - b. to implement, at the request of Ping Payments and/or the Brand Associations, at its own expense, measures to comply with the requirements of PCI DSS and RTS;
  - c. to provide Ping Payments with access to the status and action plans regarding the Customer's work to comply with the requirements of PCI DSS, and
  - d. At the request of Ping Payments and/or the Brand Associations, at its own expense, to carry out security certifications in accordance with PCI DSS and to implement the measures necessary to achieve the requirements of PCI DSS. In the case of such security certifications, Ping Payments shall, upon request, continuously receive status status and copies of interim and final reports, such as scan reports and so-called "Scan Reports". Report of Compliance (ROC).
- 7. The customer may not request to receive, receive or use Payment Card information by email.
- 8. The Customer shall use Ping Payments' instructions in force at any time for the reduction of fraudulent purchases. These instructions can be found on the Ping Payments website.
- 9. The Customer undertakes, if Ping Payments so requests, to make changes to the design of the payment solution and, where applicable, at its own expense, to acquire or implement systems and/or procedures to prevent fraudulent purchases.

### 10. Refunds, Complaints and ordering of Purchase Documents

1. Ping Payments has the right to Chargeback a Cashed Transaction:
  - a. if the Transaction has not been received by Ping Payments within the time stipulated in the Agreement,
  - b. if the levels of Complaints or card fraud exceed the levels of the Brand Associations in force at any given time or in the opinion of Ping Payment are too high,
  - c. if an investigation by Ping Payments or the issuer of the Payment Card has shown that the Complaint was justified,
  - d. if the Customer does not provide documentation in accordance with section 10.6 within the prescribed time, or
  - e. if the Customer has not complied with the Agreement.
2. In addition to what is stated above, Ping Payments has the right to refund Transactions via Terminal that have been executed via Technical Equipment without an EMV-approved Payment Card reader if the End Customer disputes the Transaction or if the Payment Card is forged.
3. Transactions via the internet carried out with Strong Customer Authentication mean that the Customer receives so-called risk reduction, which means that the Card Issuer cannot normally complain about fraudulent purchases. This risk reduction applies to Visa and Mastercard branded Payment Cards as well as Visa or Mastercard approved digital wallets and is only applicable to the new version of 3D Secure (EMV3DS). The risk reduction does not currently apply to the digital wallets MobilePay or Vipps. The Customer thus bears all risk for Transactions executed with these digital wallets.
4. In the event of a Complaint or investigation of a Transaction, Ping Payments may request Purchase Documentation. The Customer shall then provide Purchase Documentation free of charge in the form of a Customer Receipt, Transaction Log, information from systems that handle 3D Secure or other documentation (e.g. signed acknowledgement of receipt) regarding the Transaction(s) to which the investigation relates. This documentation must be available to Ping Payments for 18 months from the date of the Transaction. The material must be stored in such a way that it cannot be accessed by unauthorized persons and meet the requirements of PCI DSS.
5. Ping Payments is entitled to compensation for the handling of Complaints and Chargebacks. The fee is specified in the price list or special notice in force at any given time. If the requested Purchase Documentation has not been received by Ping Payments within the prescribed time, Ping Payments is entitled to impose additional fees.
6. The Customer is responsible for ensuring that the requested Purchase Documentation meets the requirements for content according to the Agreement.
7. Requested Purchase Documents must be received by Ping Payments within three Business Days.

8. In the event of a risk of Chargeback in the event of Complaints, Ping Payments is entitled to withhold an amount corresponding to the assessed risk.
9. If the Customer requests documentation from Ping Payments, Ping Payments is entitled to reasonable compensation for the production of such documentation.

### 11. Information about the Card Issuer's right of complaint

Below is a brief description of a Card Issuer's right of complaint. If the Brand Associations' regulations have changed without Ping Payments having updated the Agreement or if the following general description does not cover all situations where the Card Issuer's right of complaint exists, the Trademark Associations' regulations apply in the first instance.

The right to complain exists, among other things:

- a. if the provisions and instructions in the Agreement have not been complied with regarding payments by Payment Card,
- b. if goods or services paid for with a Payment Card have not been delivered by the Customer or by another party who is to provide the goods or services to the End Customer,
- c. if the goods or services paid for with a Payment Card do not correspond to the description given by the Customer or another party who provided the goods or services to the End Customer, or
- d. for fraudulent Transactions.

### 12. The Trademark Associations' Quality Assurance and Crime Prevention Programs

The Brand Associations measure monthly the Card Issuers' reported fraudulent and complained Transactions relating to the Customer's Transactions with Payment Cards and compare these with the Customer's total monthly volume of Transactions with Payment Cards. If these measurements show levels that exceed the Brand Associations' limit values or if violations of the Trademark Associations' regulations exist, this is reported to Ping Payments. If Ping Payments assesses that these levels may entail a risk of the Customer being

The Brand Associations are classified as high-risk, which means that the Card Issuer has the right to complain for all Customer's Transactions with Payment Cards, Ping Payments shall notify the Customer by written notice in accordance with section 9 of the General Terms and Conditions.

It is the responsibility of the Customer, in consultation with Ping Payments, to implement the changes necessary to meet the requirements set out above.

### 13. Service fees etc

- 13.1 Ping Payments provides a Web Service where a preliminary calculation of the Service Fee per Transaction with a Payment Card is made on an ongoing basis.
- 13.2 The final calculation of the Service Fee will be determined monthly based on Transactions received by Ping Payments for Card Acquiring.
- 13.3 The Customer receives specific information in the Web Service, or upon request, intervals of Card Transaction Fees and Trademark Fees for Payment Cards issued within the EU in accordance with EU regulations. Card interchange fees for Payment Cards issued by Card Issuers outside the EU are not recognized due to restrictions as these Payment Cards are not subject to EU regulations.
- 13.4 Card Transaction Fees and Brand Fees are reported in the Web Service as information per Transaction and in the respective sales currency. These are only part of the total Service Fee.

### 14. Contract period and termination

These Terms of Service apply from the date on which Ping Payments notified the Customer that the Agreement has been accepted and for an initial period of 12 months with automatic renewal of a new 12-month period, unless written termination is made no later than three months before the end of the current agreement period.

### 15. Other

The Customer is aware that registration may take place in a special register with the Trademark Associations in the event of a breach of security according to section 9 or if the Agreement is terminated due to a breach of contract on the part of the Customer or incorrect information has been provided at the conclusion of the Agreement. Other acquirers will have access to the register.

### 16. Specifically regarding requests for exceptions to Strong Customer Authentication

- 16.1 Ping Payments and the Customer may, for Transactions via the internet, agree that the Customer has the right in special cases to request that the Card Issuer make exceptions to Strong Customer Authentication where permitted and possible under applicable regulations (currently RTS) and at Ping Payments' discretion. All such exclusions shall be governed by a written Supplemental Agreement or other written agreement to be effective.
- 16.2 If the above conditions are met and the Customer's Technical Equipment allows this, the Customer may, by sending a special mark to Ping Payments, request that the Card Issuer make an exception from the requirement for Strong Customer Authentication for the Transaction in question. Such a request may be denied by the Card Issuer in which case the Transaction will be required to be completed with Strong Customer Authentication.

- 16.3 Requests for exceptions to Strong Customer Authentication may result in an increased service fee.
  - 16.4 For Transactions executed without Strong Customer Authentication, the Customer assumes all risk in accordance with section 10.
  - 16.5 Ping Payments has the right to unilaterally suspend the Customer's ability to request exceptions to Strong Customer Authentication at any time during the term of the Agreement, with immediate effect.
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### Appendix 1 – Klarna Terms and Conditions

*(Provided by Klarna Bank AB (publ). These terms form an integral part of this Agreement for Klarna services.)*

# Klarna Merchant Scheme Rules

The below stated rules and undertakings apply to any entity's use of Klarna services where the Klarna services are included in the services provided to such an entity by its payment service provider ("**PSP**", and such entity a "**Merchant**"). The Merchant and the PSP are collectively referred to as the "**Parties**".

The Klarna services may be provided to the PSP, who in turn may provide these services to the Merchant, by different business entities within the Klarna corporate group (i.e. a person or entity directly or indirectly controlling, being controlled by, or under common control with Klarna Bank AB (publ), 556737-0431, Sveavägen 46, SE-111 34 Stockholm, Sweden). Any entity part of the Klarna corporate group may herein separately and collectively be referred to as "**Klarna**".

## 1. Background

Klarna is a provider of shopping solutions to merchants. These shopping solutions include enabling shoppers (the "**Customers**") to pay for their purchases via Klarna, post-purchase customer experience and administrative services such as customer support (together referred to as "**Service**" or "**Services**").

## 2. Relationship between the Merchant, PSP and Klarna

Where the Customer makes a purchase of goods or services from the Merchant and uses the Services to pay for the purchase, Klarna has the sole right to receive payment from the Customer, or the applicable Third Party Payment Option provider, in relation to that purchase. The right to collect payment following a purchase paid with Klarna by a Customer is hereinafter referred to as a "**Claim**".

The exclusive right to receive payment from Customers in relation to a Claim is assigned by the Merchant to the PSP, and subsequently assigned by the PSP to Klarna. Klarna settles the value of the Claim to the PSP, net of amounts Klarna is authorized to retain under its agreement with the PSP.

The PSP is authorized by Klarna to make the Services available, and settle payment for the Claims, to the Merchant. In relation to Claims, Klarna therefore only has a contractual relationship with PSP

whereas the Merchant only has a contractual relationship with the PSP.

### 3. The Services

The Services will be made available to the Merchant through the PSP's integration with Klarna. As part of the Services, the Merchant will be granted access to Klarna's business transaction system ("**Merchant Portal**") where the Merchant can manage its daily operations with Klarna.

Provided that a Customer uses the Services in connection with a purchase in the Merchant's store, a credit query for the Customer is sent to Klarna. Klarna will then perform an assessment of the transaction and the Customer, e.g. in relation to the Customer's creditworthiness. If the assessment of the transaction is acceptable to Klarna, Klarna agrees to allow the Customer to pay for its purchases via the Services. An authorization for the respective amount is then made in the Merchant Portal. The Merchant has the right to receive payment for a Claim in accordance with Section 8 (*Settlement*) below. Klarna will manage the collection of each Claim assigned to it.

As between Klarna and the Merchant, Klarna will control, in its sole discretion, all decisions concerning Customer transaction approvals and underwriting of Customer's use of the Services, including decisions on applicable credit limits for Customers and the Service offering to Customers.

### 4. Commitments of the Parties

The Parties shall adhere to the following "**User Terms**" for the Services:

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#### User Terms

##### 1. DEFINITIONS

Capitalized words and phrases not already defined within this Agreement have the meanings set out below.

"**Agreement**" shall mean the terms and conditions set out herein (including the User Terms).

"**Confidential Information**" shall mean the content of the Agreement and any information of technical, commercial or other nature that has been identified as confidential by either Party or Klarna, or that the disclosing Party or Klarna may reasonably wish to keep confidential.

"**Ethical Instructions**" means the policy set out at

[https://cdn.klarna.com/1.0/shared/content/policy/ethic/en\\_gb/merchant.pdf](https://cdn.klarna.com/1.0/shared/content/policy/ethic/en_gb/merchant.pdf) as updated or amended from time to time.

"**Integration Guidelines**" means the guidelines for integrating the Services set out at

<https://developers.klarna.com/en> as updated or amended from time to time.

**“Issuing Bank”** shall mean a third party issuing bank with which Klarna cooperates to provide certain Services.

**“Third Party Payment Option”** shall mean a payment method offered by a third party or acquirer, included in any of the Services.

**“Website”** shall mean the website(s) on which the respective Merchant uses the Services.

## 2. USING THE SERVICES

Klarna will, subject to the terms and conditions set forth in this Agreement, provide the Merchant with the opportunity to use and offer its Customers to use one or several Services. Klarna reserves the right to perform financial and other controls on the Merchant, including its owners and other key individuals, applying for or having access to use the Services. Klarna thereby unconditionally reserves the right not to provide the Services with regards to a particular Merchant. If necessary, Klarna may create Merchant specific accounts at the PSP to enable Klarna to provide the PSP with the respective Service for usage thereof by the respective Merchant. Any such action taken by Klarna may not create additional costs for the Merchant.

## 3. MERCHANT RESPONSIBILITIES

**(a)** The Services shall be presented and marketed by the Merchant in accordance with Appendix 2 (Marketing). The Merchant accepts that it is not entitled to market the Services (either in its own or third party media) without prior approval from Klarna. It is understood and agreed that any marketing activity conducted in respect of the Services shall be limited to the use of the Services for the purposes of purchasing the products or services of the Merchant. When marketing and using the Services, the Merchant warrants that it will observe and comply with all applicable laws and regulations and other provisions and guidelines issued by any public authority.

**(b)** The Merchant undertakes to process Customer complaints and returns promptly and give prompt notice through its PSP integration in the event that a Customer complaint or contestation has not been finally settled within one (1) month after the Merchant becomes aware of such a complaint or contestation. If the Merchant has agreed with the Customer regarding a return of the purchase or a price reduction Klarna shall immediately be notified through the PSP integration. Information relating to fraudulent or disputed Claims shall be transferred between the Merchant and Klarna as per the agreed upon technical and/or operational processes.

**(c)** The Parties acknowledge and agree that it is the Merchant's sole responsibility to ensure that all laws and regulations relating to VAT, GST or any equivalent value added sales tax are complied with and that, if specific information has to be provided by the Merchant to Customers under local applicable laws, or if a Customer requests certain information to be provided by the Merchant (e.g. specific sales tax or other tax information), it is the Merchant's responsibility to provide a document containing such information. Such aforementioned documents shall not contain any bank details of the Merchant. Should the content of the document sent out by the Merchant lead to an increased number of complaints (e.g. due to Customers paying to the Merchant's bank

account or using incorrect reference numbers), the Merchant will, in cooperation with Klarna, adjust the content of such documentation to mitigate such problems.

**(d)** The Merchant undertakes to inform Klarna, through its PSP integration, on at least a daily basis of any captured Customer orders (which shall be done upon shipment of the goods or performance of the services by the Merchant) and reversed transactions.

**(e)** The Merchant shall not (i) impose any fees or penalties on the Customer on the basis that the purchase is made through the Services, or (ii) act in a discriminatory manner towards Klarna in any other way.

**(f)** Providers of Third Party Payment Options, the Issuing Bank, and their respective designees may from time to time conduct onsite reviews or audits to ensure compliance with applicable laws, applicable terms and conditions, and related purposes. Merchant agrees to provide the information requested for the completion of such reviews or audits. Merchant agrees to allow the Third Party Payment Option providers, the Issuing Bank, and/or their respective designees such access to its premises and facilities, data, information and material as may be necessary for the conduct of such reviews or audits.

**(g)** In respect of Services for which Klarna has partnered with Third Party Payment Option providers, a Customer may choose to use its regular debit or credit card to (i) pay directly in the checkout, or (ii) settle the debt to Klarna at a later stage. The Merchant hereby agrees to and authorizes such Third Party Payment Option providers to store, use, share and release cardholder data, provided or generated pursuant to this Agreement to any person (i) for the purpose of processing the transaction; (ii) as required by applicable rules of Third Party Payment Option providers or by applicable law; (iii) in aggregated (anonymous and generalized) format to facilitate analysis and comparisons; (iv) to investigate, prevent and/or detect fraud or crime; or (v) to mitigate information security risk, sector risk or credit risk. Klarna is Payment Card Industry Data Security Standard (PCI DSS) validated. The Merchant undertakes at all times to be compliant with the rules of PCI DSS applicable from time to time. As long as the Merchant uses the Services in a compliant way, Klarna will be responsible for the security of cardholder data that Klarna possesses or otherwise stores, processes, or transmits when providing the Services.

**(h)** Merchant agrees to cooperate with Klarna to enable a pending order function, which shall be operational prior to the first Customer election on the Website, that provides Klarna the ability to indicate to Merchant which purchases are under review (the “**Pending Queue**”). Merchant may not ship goods or perform services pursuant to transactions that are in the Pending Queue until Klarna provides notice permitting such shipping or performance of services. Additionally, in the event Klarna discovers fraud or suspicious circumstances relating to a transaction outside of the Pending Queue, Klarna may instruct Merchant to stop the order process and/or shipping. Merchant agrees to abide by such instructions immediately upon receipt, so long as such instructions are provided within twenty-four (24) hours of the applicable Claim.

**(i)** To the extent the Merchant engages third parties that will deliver the goods to the Customers (“**Third Parties**”), the acts and omissions of Third Parties are treated as the acts and omissions of the Merchant under this Agreement. The Parties acknowledge and agree that Klarna may itself, or may require the Merchant to, at any time (e.g. due to a Third Party’s non-compliance with applicable laws or Klarna’s instructions) block or in any other way terminate the provision of its Services in relation to purchases via any Third Party. The Merchant may not grant any Third Party access to the Merchant Portal.

**(j)** The Merchant is not entitled to use the reservation option in the Merchant Portal solely for credit checks without having the intention of accepting payment from the customer by means of a Service.

#### **4. CLAIM RETURNS**

The PSP has the right to be repaid, or require the Merchant to repay, Claims in the following circumstances:

**(a)** Claims where delivery of the goods or services has not been carried out at all, has been unreasonably delayed or has been carried out to an address other than one approved or provided by Klarna;

**(b)** If – at or after the time of the relevant purchase from which the Claim originates - there are obstacles restricting Klarna’s right to receive payment from the Customer in relation to the Claim (e.g. if a Claim is already pledged, assigned or transferred to a third party);

**(c)** If there is a dispute or contestation between the Merchant and the Customer regarding the Claim, or the Customer’s obligation to settle the Claim, and such dispute or contestation is not based on a mere unwillingness or inability to pay (a dispute may be e.g. when the goods or services are alleged to be faulty or not delivered in full). For the avoidance of doubt, the PSP has the right to be repaid for a Claim under this subsection 4(c) regardless of whether the Merchant’s financial situation has significantly deteriorated, including but not limited to, where the Merchant had become or has been declared insolvent, the Merchant entering into any amalgamation, reconstruction or any composition scheme or arrangement with, or assignment for the benefit of, its creditors;

**(d)** Claims which relate to a natural or legal person who may reasonably be considered to share a financial interest with the Merchant, including but not limited to, a company affiliated to the Merchant, owners or an employee of the Merchant and/or such affiliated company. This Section 4(d) does not apply if the Merchant has more than thirty (30) employees;

**(e)** Claims in connection to which the Merchant is in breach of the law applicable at the delivery address;

**(f)** Claims in relation to which a Customer acquires cash (e.g. currency exchange), checks or other money orders;

**(g)** Claims where the Merchant or the Customer in connection with the placement of the order has not provided Klarna with the Customer's IP-address, complete goods list, telephone number and e-mail address. In case the Merchant integrates the Services via an iframe provided by Klarna and such integration has been carried out in accordance with the Integration Guidelines, this subsection (g) does not apply with regard to the requirement to provide the Customer's IP-address;

**(h)** Claims where the Customer has not, or claims not to have, received the goods or services, except where the Merchant is protected under the Merchant Protection Program, which offers protection against certain Customer complains and is available at [https://x.klarnacdn.net/cdn-klarna-com/1.0/shared/content/policy/shipping/en\\_us/MerchantProtectionTerms.pdf](https://x.klarnacdn.net/cdn-klarna-com/1.0/shared/content/policy/shipping/en_us/MerchantProtectionTerms.pdf);

**(i)** Claims where the Merchant does not fulfill its obligations relating to providing daily information updates, through its PSP integration, on any captured Customer orders (which shall be done upon shipment of the goods or performance of the services by the Merchant) and reversed transactions or prompt handling of Customer complaints and disputes (this includes an obligation to promptly answer Klarna's requests for additional information relating to any such complaints or disputes), or otherwise breaches the Agreement;

**(j)** Claims where the Customer has used its lawful right to withdraw from/cancel its purchase and/or its agreement with Klarna, or where the Merchant has extended to the Customer a right to return the goods or services in excess of what applies under applicable mandatory laws;

**(k)** Claims in relation to which the Merchant is imposing terms and conditions in relation to Customers which deviate from the terms and conditions provided by Klarna or the PSP, or if the Merchant has agreed terms with the Customer that deviate from what has been communicated with Klarna;

**(l)** Claims which are not handled according to Section 3 above; and/or

**(m)** Claims where a Customer completes a transaction using Pay Now Standalone as a payment option and Klarna does not, for any reason, receive payment from the Customer.

## **5. COSTS FOR CLAIM RETURNS**

In the event that Klarna has the right to repayment under Section 4, loss of interest or other costs may arise, for which Klarna has the right to compensation. The amount charged by Klarna will correspond to Klarna's actual costs/losses. Klarna may also be entitled to compensation under other provisions of this Agreement. In the event of a repayment of a Claim under Section 4, Klarna retains the service charges related to the provision of the Services. If Klarna at the time of the return already has received payment from the Customer or a third party in respect of the Claim, Klarna is entitled to repay those amounts to them.

Any fees or charges payable under this Section 5 are payable by the Merchant to the PSP, such costs which previously have been incurred by Klarna and forwarded to the PSP.

## 6. COMPENSATION FOR KLARNA INCURRED COSTS

For purposes of Klarna covering any costs, expenses and losses, Klarna reserves the right to charge: **(i)** a dispute fee if the Merchant fails to resolve disputes filed by a Customer within the resolution times specified at <https://docs.klarna.com/disputes/merchant-disputes-fee/> (**Dispute Fee**); **(ii)** a fee related to any card transaction processing fees that may arise under this Agreement (**Chargeback Fee**); and, **(iii)** fees to cover any costs, expenses or losses incurred by Klarna in connection with the Klarna Services. Any fees or charges payable under this Section 6 are payable by the Merchant to the PSP, such costs which previously have been incurred by Klarna and charged to the PSP.

## 7. MARKETING, CUSTOMER INFORMATION & COMPLIANCE

The Merchant represents and warrants that it will comply with all applicable laws and regulations (including without limitation, laws and regulations related to Merchant's provision of its goods and services and marketing laws). The Merchant undertakes to comply with Klarna's instructions to enable it to comply with applicable laws and regulations related to the Services.

The Merchant hereby grants to Klarna a non-exclusive, non-transferable, non-sublicensable, royalty-free, worldwide license to use and copy Merchant's trademarks or logo in its sales presentations, websites and other marketing materials without Merchant's prior consent, some of which may be publicly available. Merchant also agrees to provide testimonial information related to the Services upon Klarna's reasonable request.

## 8. SETTLEMENT

**(a)** Klarna has no responsibility with regards to settlement to the Merchant. Klarna will initiate payout for any assigned Claims to the PSP after deduction of any amounts owed to Klarna by the Merchant, including but not limited to repayments to be made in accordance with Section 4. The PSP will then settle towards Merchant in accordance with the Merchant's agreement with the PSP.

**(b)** If payment has been made by the Customer directly to the Merchant, the Merchant must immediately register such payment through its PSP integration, or in another way clearly communicate this to PSP, and the amount must immediately be paid to PSP with proper indication of the purpose of the payment.

## 9. MODULE SUPPORT

**(a)** Klarna aims to support all modules and API's that Merchant's use to connect to the Services. However, as technology progresses, Klarna reserves the right to decide in its sole discretion which modules and API's to support. Information on which modules and APIs Klarna supports can be found at <https://docs.klarna.com/>.

**(b)** The Merchant acknowledges and agrees that the payment options available through the Services may change from time to time. Klarna does continuously develop and update the Services in order to improve the shopper experience, and thus Klarna reserves the right to make such changes in its hosted environment.

## **0. INTELLECTUAL PROPERTY**

Klarna retains all ownership and intellectual property rights to anything developed by Klarna and provided to or accessed by the Merchant under the Agreement. The Merchant specifically undertakes never to use any sign, button or trademark that could be considered confusingly similar to a Klarna trademark.

## **1. CONFIDENTIALITY**

The Parties undertake not to disclose any Confidential Information received from the other Party or Klarna under the Agreement to any third party. Notwithstanding the above, each Party shall be entitled to disclose Confidential Information to the extent necessary (i) if such disclosure is a result of listing agreements, mandatory law or demanded by a court or authority of competent jurisdiction; or (ii) to its legal or business advisors as long as such advisors are in turn bound by obligations of confidentiality at least as stringent as those set out in this clause.

## **2. DATA PROTECTION**

The Parties agree that personal data shall be handled as set out in Appendix 1 (Data Protection).

## **3. GOVERNING LAW AND DISPUTE RESOLUTION**

### *In relation to the use and provision of the Services in Europe:*

This Agreement is governed by and will be construed in accordance with the laws of Sweden. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the SCC Institute). The rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The place of the arbitration shall be in Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English. The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other party.

### *In relation to the use and provision of the Services in the US:*

This Agreement is governed by the laws of the United States, specifically the state of Delaware

where state law applies, without giving effect to conflicts of laws principles. All disputes arising out of or related to the Agreement shall be finally settled under the Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator appointed in accordance with such rules. In the event a dispute relates primarily to payments owed under Agreement, the parties will use the Expedited Procedures under the AAA Commercial Arbitration Rules. The arbitration shall take place in Columbus, Ohio. The parties shall keep confidential: (i) the fact that any arbitration occurred, (ii) any awards awarded in the arbitration, (iii) all materials used, or created for use in, in the arbitration, (iv) all other documents produced by another party in the arbitration and not otherwise in the public domain, except, with respect to each of the foregoing, to the extent that disclosure may be legally required (including to protect or pursue a legal right), or to enforce or challenge an arbitration award before a court or other judicial authority. The arbitrators shall award to the prevailing party, if any, its costs and expenses, including its attorneys' fees. The prevailing party shall also be entitled to its attorneys' fees and costs in any action to confirm and/or enforce any arbitration award in any judicial proceedings.

*In relation to the use and provision of the Services in Australia and New Zealand:*

This Agreement is governed by and will be construed in accordance with the laws of New South Wales. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Australian Disputes Centre. The place of the arbitration shall be in Sydney, Australia. The language to be used in the arbitral proceedings shall be English. The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other party.

*In relation to the use and provision of the Services in Canada:*

This Agreement is governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein, without giving effect to conflicts of laws principles. All disputes arising out of or related to the Agreement shall be finally settled under the International Centre for Dispute Resolution Canada (ICDR Canada) in accordance with such rules. The arbitration shall take place in Toronto, Ontario. The Parties shall keep confidential: (i) the fact that any arbitration occurred, (ii) any awards awarded in the arbitration, (iii) all materials used, or created for use in, in the arbitration, (iv) all other documents produced by another party in the arbitration and not otherwise in the public domain, except, with respect to each of the foregoing, to the extent that disclosure may be legally required (including to protect or pursue a legal right), or to enforce or challenge an arbitration award before a court or other judicial authority. The arbitrators shall award to the prevailing party, if any, its costs and expenses, including its attorneys' fees. The prevailing party shall also be entitled to its attorneys' fees and costs in any action to confirm and/or enforce any arbitration award in any judicial proceedings.

#### **4. OTHER**

**(a)** The Merchant is responsible for all actions that are taken with the use of the Merchant's unique login to the Klarna Merchant Portal (either directly or through its PSP integration).

**(b)** Klarna may at its sole discretion cease providing the Services to the Merchant immediately if; (i) the Merchant applies for bankruptcy (or a third party applies for the Merchant's bankruptcy), suspends its payments, takes up composition proceedings, is granted or applies for company reconstruction, prepares a balance sheet for liquidation purposes or otherwise may be considered insolvent; (ii) the Merchant is in breach of the Agreement or Klarna has reason to assume that the Merchant will be in breach of the Agreement; (iii) the Merchant provides incorrect or misleading information or conceals relevant circumstances; (iv) Klarna receives information that indicates that the Merchant does not meet Klarna's requirements in terms of creditworthiness; (v) Klarna experiences a significant level of fraudulent orders from Merchant's store/e-store or via the PSP; or (vi) the Merchant offers goods or services that conflict with Klarna's then applicable Ethical Instructions or is otherwise, directly or indirectly, in Klarna's reasonable opinion in conflict with Klarna's ethical standards. Further, the Agreement will automatically terminate if the Issuing Bank, a Third Party Payment Option provider, or an applicable government authority so requires. In case of termination of the Agreement, or Klarna ceasing to provide the Services, in accordance with this Section 14(b), Klarna has the right to revoke the Merchant's access to the Merchant Portal and ability to use the Klarna Services, as well as to gain access to information relevant for determining whether the Merchant is in breach of the Agreement. Further, Klarna shall have the right to reverse payments to the PSP for which Klarna has not yet been paid by the Customer, and the PSP in turn shall have the right to reverse any corresponding payments made to the Merchant.

**(c)** Neither Party nor Klarna shall be responsible for failure or delay of performance if caused by lightning, fire, sabotage, government restrictions, electrical, Internet or telecommunication outage or another event outside the reasonable control of the obligated Party, for such period as such force majeure event continues. The obligated Party will use reasonable efforts to mitigate the effect of the force majeure event. If such an event continues for more than sixty (60) days, either Party may terminate the Agreement. For the avoidance of doubt, where the Merchant is not able to perform the services related to a Claim due to a force majeure event, this shall not limit the PSP's rights under this Agreement (e.g. the right for the PSP to be repaid by the Merchant under Section 4).

**(d)** Each Party (the "**Indemnifying Party**") will defend, indemnify, and hold harmless the other Party and Klarna (each referred to as an "**Indemnified Party**") against any losses, liabilities, costs, expenses, damages, claims or actions during the term of the Agreement by any third party ("**Indemnified Losses**"), where the Indemnified Losses arise out of or result from the Indemnifying Party's (i) material breach of any terms and conditions of the Agreement; (ii) gross negligence or intentional misconduct; (iii) violation of applicable law, or (iv) breach of Section 11 (Confidentiality) or 12 (Data Protection). The obligations of the Indemnifying Party to defend, indemnify, and hold harmless in this Section 14(d) are conditioned upon the Indemnified Party (i) notifying the

Indemnifying Party promptly in writing of each claim for Indemnified Losses, (ii) allowing the Indemnifying Party sole control of the defense of the claim, related settlement negotiations and settlement of the claim (for which written consent is not required so long as no financial or material burden is imposed on the Indemnified Party), (iii) cooperating and, at the Indemnifying Party's request and reasonable expense, assisting in a timely manner in such defense, and (iv) complying with all terms of the Agreement. The Indemnified Party shall have the right to participate in such defense with its own counsel, at its own expense.

**(e)** The Merchant acknowledges that Klarna's (a) On-Site Messaging platform (**OSM**) (b) express checkout (**KEC**) and (c) Sign in With Klarna (**SIWK**) functionalities are all provided within the Store as controlled components by Klarna. These functionalities enable the Merchant to (i) advertise Klarna products or ancillary checkout services through OSM, (ii) give shoppers the ability to pay for their purchase in an expedited manner with KEC and (iii) pre-fill the checkout and give Customers a personalized experience with SIWK. Klarna reserves the right to alter or remove them at any time.

**(f) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, KLARNA'S LIABILITY FOR DAMAGES SHALL BE LIMITED TO EUR 5,000 PER CALENDAR YEAR. KLARNA SHALL IN NO CASE BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE AND LOSS OF GOODWILL.**

## **APPENDIX 1: Data Protection**

Klarna Processes Personal Data of two separate Data Subject groups: (i) the Merchant's representatives, and (ii) Customers. This appendix sets out how the Parties share Personal Data between each other, and the obligations relating to the Processing of such Personal Data.

### **1. Definitions**

**1.1 Data Protection Legislation** means any and all laws, statutes and regulations relating to the Processing under this Agreement and applicable to the respective Party at each point in time. This may include, but is not limited to; (i) EU Regulation 2016/679 (**GDPR**), Directive 2002/58/EC on privacy and electronic communications, (ii) Australian Privacy Act 1988 (Cth) and the Spam Act 2003 (Cth), (iii) the New Zealand Privacy Act 1993 and the Unsolicited Electronic Messages Act 2007, (iv) the California Consumer Privacy Acts (**CCPA**) and the Gramm-Leach Bliley Act (**GLBA**), (v) the Canadian Personal Information Protection and Electronic Documents Act (**PIPEDA**), and (vi) the Federal Law on Protection of Personal Data Held by Individuals (**LGPDPPSO**), in each case as updated, amended or replaced from time to time.

1.2 **Data Subject** means an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, taking into consideration all Personal Data reasonably accessible to a Party. This term also encompasses any analogous or similar term in applicable Data Protection Legislation.

1.3 **Personal Data** means any information or data, including personal information, relating to a Data Subject. This term also encompasses any analogous or similar term in applicable Data Protection Legislation.

1.4 **Processing** means any operation performed on Personal Data, including but not limited to collection, sharing, use, erasure or destruction of such data. This term also encompasses any analogous or similar term in applicable Data Protection Legislation.

1.5 **Party** means for the sake of this Appendix 1, Klarna or the Merchant.

## 2. **Data protection obligations**

2.1 Each Party is responsible for its own Processing, and for implementing necessary security measures

2.2 The Parties hereby acknowledge and agree that, in order to fulfill the obligations of this Agreement, they are - unless explicitly stated otherwise - separately and independently responsible for determining for which purposes, and by which means, they will be Processing any Personal Data. No Personal Data is Processed on behalf of the other Party, or as a service provider of the other Party unless specifically designated as such in this Agreement or other controlling agreements. The Merchant warrants that it will not share any Personal Data with Klarna that regards ethnic origin, concerns health or trade union membership, sexual preference, health or is otherwise 'sensitive information' or as similarly defined in applicable Data Protection Legislation.

2.3 Personal Data is shared between the Parties for the purpose of allowing Klarna to perform, and the Merchant to use, the Services, with the ultimate aim of allowing each of Klarna and the Merchant to provide its respective services to the Customers and administer its respective Customer relationship. The Merchant warrants that it will not share any Personal Data with Klarna unless and until it has a legal right to do so.

2.4 Each Party shall implement and maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of its Processing (taking into account the nature, scope, context and purposes of processing the Personal Data). This includes protection against unauthorized or unlawful Processing of all Personal Data, or accidental loss or destruction of, or damage to, the Personal Data. Furthermore, each Party shall ensure that all personnel Processing Personal Data are subject to a binding written contractual obligation with the relevant Party to keep the data confidential. Moreover, each Party will ensure that access to Personal Data will be restricted only to those personnel who require it for the purposes of fulfilling the obligations under

the provisions of this Agreement or the respective Party's agreement with the relevant Customer, and that personnel Processing Personal Data are suitably skilled and experienced and have received adequate training on compliance with Data Protection Legislation applicable to the Processing.

2.5 Each Party has implemented an information security program designed to: (i) ensure the security and confidentiality of the Personal Data; (ii) protect against any anticipated threats or hazards to the security or integrity of such data; and (iii) protect against unauthorized access to, or use of, such data that could result in substantial harm or inconvenience to any Data Subject.

2.6 Some features of the Services may require Klarna sharing Customers' personal data with the Merchant (e.g. Customer contact details, Customer shopping profile, transaction information and/or the fact that the Customer is a Customer of Klarna). For such cases, Klarna confirms that it has the right to transfer the personal data based on the Customer's instruction and the Parties acknowledge that the Customers' personal data shared in such instances is received by the Merchant as a separate data controller. Notwithstanding the foregoing, the Merchant is not permitted to use such personal data shared to promote offers or in any other way approach Klarna's customer based on the fact that they are using Klarna. The Merchant shall delete the personal data received as soon as reasonably possible if Klarna or the Customer so requests. For the avoidance of doubt, Klarna is in no way responsible or liable for the correctness, accuracy or exhaustiveness of the shared Customer personal data.

### **3. Transparency and exercising Data Subject's rights**

3.1 The Parties are each responsible for clearly informing Data Subjects of how Personal Data are Processed, in line with applicable Data Protection Legislation (via a privacy notice and/or other means, as appropriate to ensure that the Data Subjects understand how their Personal Data will be Processed). Specifically, each Party shall ensure any Data Subject is informed that Personal Data is shared with the other Party before such sharing takes place, as required under Data Protection Legislation.

3.2 Each Party shall carry out any Data Subject's requests. Neither Party is entitled or authorized to act on the other Party's behalf in relation to Data Subjects' rights, although each Party should support the other Party in fulfilling a Data Subject's request to exercise its rights.

### **4. Klarna's Personal Data Processing**

4.1 Klarna will Process the Personal Data it holds to carry out its relationships with the Customers in line with its applicable privacy notices. This includes Processing Personal Data for statistical analysis and business reporting purposes, marketing and promotion, improvement of Klarna's products and services, to protect Klarna's property, interests and rights, during fraud investigations and to comply with applicable laws. Klarna may disclose Personal Data to its

affiliates or third party service providers in line with Data Protection Legislation, in each case which may also use Personal Data for the purposes set out in applicable notices.

4.2 Personal Data of the Merchant's representatives is shared by the Merchant to Klarna in order Klarna to perform, and the Merchant to use, the Services, with the ultimate aim of allowing each of Klarna and the Merchant to provide its respective services to the Customers and administer its respective Customer relationship, in accordance with Klarna's privacy notice for Merchant representatives, which is available at <https://portal.klarna.com/privacy-policy>. Such Data Subjects are entitled to their rights in respect of their Personal Data as described in Data Protection Legislation, which may be exercised by contacting [dataprotectionofficer@klarna.com](mailto:dataprotectionofficer@klarna.com).

4.3 Certain services provided by Klarna are subject to separate Klarna privacy notices, prompted before the first use of such service.

## **5. Cross-border transfers of Personal Data**

5.1 Neither Party shall transfer Personal Data outside of the country in which the Data Subject is present when the respective Party collects such data from the Data Subject, unless the relevant Party has ensured that (i) the transfer is to a country providing equal protection of the Personal Data as the country of origin, and, in case the country of origin is a country within the European Union, such country has been approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR, or (ii) there are appropriate safeguards in place in order to ensure the Personal Data is protected in the receiving country, and, in case the country of origin is a country within the European Union, such safeguards are pursuant to Article 46 of the GDPR, or (iii) special circumstances are in place which makes such transfer legal under Data Protection Legislation, and, in case the country of origin is a country within the European Union, such special circumstances are pursuant to the delegations listed in Article 49 of the GDPR.

5.2 In the event that the Merchant is located outside of the EEA but not in the United Kingdom, Japan, New Zealand, Republic of Korea, Canada, or Switzerland, the Parties agree that the terms of a transfer which cannot rely on art. 45 GDPR shall be governed by the Standard Contractual Clauses (including, for the avoidance of doubt, Module I regarding Controller to Controller transfers) as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (**SCCs**). For the purposes of the SCCs, (i) Klarna will be the data exporter and the Merchant will be the data importer; (ii) [Clause 13:] the supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 is the Swedish Authority for Privacy Protection (imy.se); and (iii) [Clause 17 & 18:] the Parties agree that the SCCs shall be governed by Swedish law and that any dispute arising from the SCCs shall be resolved by the courts of Sweden.

5.3 Activities of the Parties relevant to the data transferred under the SCCs: For Klarna to perform, and the Merchant to use, the Services. Role of the Merchant: controller. Role of Klarna: controller.

5.4 Contact details of the Merchant's representative (if applicable): The contact details entered when signing up with Klarna, e.g. in Klarna's merchant portal.

5.5 Klarna's contact person responsible for the data protection:

[dataprotectionofficer@klarna.com](mailto:dataprotectionofficer@klarna.com)

5.6 The categories of data subjects whose Personal Data is transferred under this Agreement are the following: (i) business representatives of the data exporter, (ii) business representatives of the data importer, and (iii) Customers (as defined in the Agreement which the SCCs pertain to).

5.7 The categories of Personal Data which are necessary to fulfill the purposes of the Agreement, as determined by the data exporter from time to time. This will mainly include contact- and identification information, information on goods/services, financial information and device information.

5.8 Klarna will, on a continuous basis during the term of the Agreement, share Personal Data relating to the Customers with the Merchant. Klarna will not be sharing any sensitive data, as defined in the GDPR, with the Merchant.

5.9 For the purpose of allowing the data exporter to perform, and for the data importer to use, the Services (as defined in the Agreement), with the ultimate aim of allowing each of the data exporter and the data importer to provide its respective services to the Customers.

5.10 Klarna's retention of each category of personal data is in accordance with Klarna's privacy notice available at <https://www.klarna.com/international/privacy-policy/>.

5.11 The Merchant's retention of personal data is in accordance with the Merchant's internal retention policies.

5.12 The Merchant will implement the following technical and organizational measures to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons:

**(a)** Measures of pseudonymisation and encryption of personal data.

**(b)** Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services, including those related with user identification and authorisation, as well as accountability.

**(c)** Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.

**(d)** Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing, with the ability to ensure event logging.

**(e)** Measures for the protection of data during transmission and storage, including physical security of locations where personal data are processed.

- (f) Measures for ensuring system configuration, including default configuration.
- (g) Measures for internal IT and IT security governance and management.
- (h) Measures for certification/assurance of processes and products.
- (i) Measures for ensuring data minimisation, quality and limited retention, allowing portability and ensuring erasure.

## APPENDIX 2: Marketing

This appendix outlines the standard set of success factors to maximize the impact of Klarna Services among new and existing customers. Merchants who integrate these activities have, on average, seen an AOV increase of 25% and conversion increases up to 50%.

In order to increase awareness and use of the Klarna Services and therefore deliver ROI, the Merchant is highly recommended to integrate the below items throughout the Customer journey. Klarna will provide reasonable assistance in the integration of the below activities.

Activity	Detail	Frequency	Resources & Specifications
<b>Key success factors</b> <b>Merchant is recommended to integrate:</b>			
<b>Tech integration</b> (for online)	Klarna logo and payment method badges displayed at least on par with others throughout website (including, but not limited to, footer, homepage, product display page, cart/basket page, checkout and other consumer touchpoints)	Always on	<a href="https://developers.klarna.com">developers.klarna.com</a> Approved Assets (logos, widgets, Payment Method Display and any other available asset (the “ <b>Klarna Assets</b> ”)) applicable to the countries and products covered by this Agreement shall be used. The Klarna Assets shall always be rendered dynamically at every page load using the iframe

assets of Klarna's On-Site Messaging platform or Content Delivery Network.

<b>Landing page</b>	Klarna landing page (including or linking to Klarna FAQ's)	Always on	Merchant to provide a landing page where shoppers can learn more about Klarna payment option(s).  <a href="https://developers.klarna.com">developers.klarna.com</a> Klarna Assets shall be dynamically rendered at every page load using the iframe assets of Klarna's On-Site Messaging platform.
<b>Site Banner</b>	Klarna launch banner on homepage	During at least the first month after launch	<a href="https://developers.klarna.com">developers.klarna.com</a> Klarna Assets shall be dynamically rendered at every page load using the iframe assets of Klarna's On-Site Messaging platform.
<b>On-site Messaging</b>	Product display page: Klarna promotional banner	Always on. If the Merchant can demonstrate a materially negative impact as a result of this functionality, it may be removed after six months.	<a href="https://developers.klarna.com">developers.klarna.com</a> Klarna Assets shall be dynamically rendered at every page load using the iframe assets of Klarna's On-Site Messaging platform.
<b>On-site Messaging</b>	Basket/cart page: Klarna promotional banner	Always on. If the Merchant can demonstrate a materially negative	<a href="https://developers.klarna.com">developers.klarna.com</a> Klarna Assets shall be dynamically rendered at every page load

impact as a result of this functionality, it may be removed after six months.

using the iframe assets of Klarna's On-Site Messaging platform.

**In-store**

(when offering Klarna in-store, if applicable)

In-store messaging

Always on

Klarna availability shall be promoted throughout store locations with assets such as flyers, table tents, posters and window stickers.

**In-store**

(when offering Klarna in-store, if applicable)

Staff training

Always on

The Merchant provides education to store associates to ensure shoppers are correctly and accurately informed of the Klarna Payment Methods.