

Terms and conditions for Swish Företag consist of the Bank's General Terms and Conditions and the terms stipulated below.

1. Definitions

Confidential information	Refers to all information, orally as well as written, exchanged between the Bank and the Client under the Agreement.
Client's Swish account	Client's account at the Bank that is used to receive payments via Swish Företag.
Personal Customer	Private person who is the sender of a payment through Swish Företag to the Client.
Swish-number	The Client's unique Swish number, linked to the payment account in the Bank to which payments are made via Swish Företag.
Swish Manuals	Refers to the applicable user manuals, technical specifications, instructions, directions and similar documents for Swish Företag, all of which are available on www.swish.nu . Swish Manuals are an integral part of this Agreement.

2. Description of the service

Through Swish Företag, traders, associations and organisations can receive payments in real time around the clock from Personal Customers who are connected to the Swish service ("Swish Privat"). It is also possible to complete refunds via Swish.

Payment with Swish can be received even if the Personal Customer is outside Sweden, but payment must be effected in SEK (Swedish kronor).

Payment transactions are completed via mobile data traffic.

The Client's business name and marketing name, if any, become known to the Personal Customer during payment using Swish Företag. The name and mobile phone number of the Personal Customer become known to the Client.

The Client receives payment to the account in the Bank that is connected to Swish Företag.

The Client receives a Swish number linked to the Client's chosen payment account. The Swish number identifies the Client as payment recipient in Swish Företag. The Swish number may not be transferred to another party.

The business transaction for which payment is made via Swish is a matter between the Client and the Personal Customer and may involve the Personal Customer making a payment in advance for purchased goods or services. The Bank is only responsible for ensuring that payment transactions via Swish carried out by the Personal Customer reach the Client in accordance with these applicable terms and conditions.

A more detailed description of the Swish service can be found in the Swish Manuals.

3. Conditions for use of Swish Företag

In order to be able to enter into an agreement regarding Swish Företag the Client must:

- Have an internet banking services agreement with the Bank or some other channel through which the Bank provides Swish Företag. Connections, modifications, closing and any user administration of Swish Företag may only be handled via the Internet banking or some other channel as directed by the Bank.
- Have a payment account at the Bank that is the type of account that the Bank permits for connection to Swish Företag.

4. Refunds

It is possible for the Client to complete a refund from the Client's Swish account, back to the Personal Customer's Swish account.

To enable refunds via Swish, the Client must have the same Swish number and the Personal Customer must have the same mobile number linked to the Swish account at the time of the refund as was the case at the time of the original payment. If the data are not the same, the refund will not be completed. The Client must notify the Personal Customer of this restriction in the refund function.

Refunds may only be used for returns or complaints regarding a good or service that the Personal Customer has paid for through Swish and can only be done in respect of a purchase made within the last twelve (12) months. The amount to be refunded must never exceed the purchase price. Refunds of partial amounts and multiple refunds on the same purchase are permitted.

The Client is responsible for ensuring that no unauthorised persons are given the opportunity to complete refunds.

5. Requirements regarding the Client's business, information to the Personal Customer, etc.

A fundamental prerequisite for using Swish Företag is that the Client must sell goods and services to consumers.

Swish Företag should be perceived as a safe and secure payment method and Personal Customers must be able to rely on the Client delivering promised goods/services of quality and in line with expectations. The Client must therefore pursue a sound and stable business that complies with laws, government regulations, and industry practices, including consumer rights rules and Client due diligence provisions under anti-money laundering legislation.

As an example of the above, the Client may not provide the following goods/services:

- goods/services that are not permitted to be sold by law, regulation, court order, or government regulation,
- goods/services that lacks prescribed approval from an authority,
- goods/services that are discriminatory on ethnic, religious or other grounds,

- goods/services which constitute unlawful activities, such as trading with drugs, child pornography, weapons and illicit gambling; or
- goods/services that may otherwise negatively affect the Swish brands.

The Client must inform the Bank without delay of any circumstances that have or may have an impact on the assessment according to the list above regarding goods/services that are not permitted.

If the Client carries out sales from the website where Swish Företag is a payment method, the Client must post the Swish logo on the Client's website and/or mobile app in accordance with the Swish manuals. The Client must in all other respects comply with what is stated in section 6.

The Client's website must contain such information as follows from applicable laws and regulations as well as:

- contact details, such as phone and/or e-mail address of a contact person representing the Client,
- a description of the goods/services that can be purchased (including prices, taxes and charges),
- applicable warranties,
- return and complaint procedures,
- delivery times and logistics linked to delivery, and
- payment terms.

It must also be clear that any complaints from the Personal Customer and/or third party are processed by the Client.

When selling and delivering goods and services, the Client must comply with what is promised in marketing and other information.

The Client must also comply with applicable laws and regulations concerning, inter alia, contract law, consumer protection and distance selling with respect to the sale and delivery of goods and services.

If multiple payment methods are presented online, the payment methods that do not involve using credit must appear first. Also, if there are multiple payment methods, the option that involves using credit must not be preselected.

6. The Swish brand, etc.

The Swish brand is owned by Getswish AB. The Client may only use the trade mark in accordance with what is stated in the Swish Manuals. This means inter alia that the Client must not expose the Swish brand in contexts that:

- Contravene marketing legislation and/or good marketing practices.
- Could damage the trust in Swish, or that could otherwise be deemed unethical or immoral.
- Could result in financial losses or brand damage for the Bank or another participant in the Swish venture.
- Are discriminatory on the grounds of ethnicity, religion, sexuality or gender.

The provision in the first subparagraph also applies to the marketing name that the Client selects to use for identification in relation to payers in Swish. Such marketing names may not infringe on the brand of a third party.

The Bank may immediately, and without prior notice to the Client, remove the Client's market name from Swish if the Bank has reasonable grounds to assume that the Client, through use of the marketing name, violates what is stated above. The provision in the first subparagraph means, among other things, that Swish may not be offered as a means of payment for goods and services as stated in section 5 above.

7. 90 Swish number

A Customer who has registered a "90 account number" at Swedish Fundraising Control (Sw: Svensk Insamlingskontroll) has the option to obtain a Swish number that contains the account number (90 Swish number). If the Client's right to such a 90 account number expires, or if the account is terminated for any other reason, the Client's right to the 90 Swish number will cease with immediate effect. The Client is therefore obliged to immediately inform the Bank of such change regarding the 90 account.

8. The Client's responsibility to fulfil accounting obligations etc.

The documentation of completed payments generated by Swish is not intended to serve as a receipt, verification or other accounting information. The Client is responsible for complying with the legal and regulatory obligations that apply to the activities of the Client, such as archiving accounting information and providing a receipt.

9. Confidentiality

Each party undertakes:

- not to use Confidential Information for any purpose other than to fulfil its obligations under this Agreement;
- not to disclose Confidential Information to third parties other than for the purpose of fulfilling its obligations under this Agreement or with the other Party's written consent;
- to treat and protect Confidential Information in the same way as their own confidential information; and
- to ensure that its employees or contractors do not disclose or use Confidential Information in violation of the provisions of this Agreement.

This provision shall not apply in relation to Confidential Information that:

- is generally known or is subject to general knowledge other than by breach of this Agreement;
- the party receives from third parties without being bound by the obligation of confidentiality in relation to them; or
- the party is required to disclose due to law or regulation, government decisions or applicable listing agreement.

The duty of confidentiality applies without limitation in time, even after termination of this Agreement.

10. Processing of the payer's personal data

The performance of a Swish payment requires the exchange of certain information regarding the payer's personal data.

The Client may not process the payer's information (such as name and phone number) that the Client may become aware of through a payment via Swish for purposes other than those associated with the payment and in order to carry out obligations incumbent on the Client in accordance with the law. The personal data that the Client receives through the payment information must therefore not be processed to offer the payer goods or services or to request additional gifts or the equivalent.

11. The Client's liability for compensation to payers

The Client shall indemnify the Bank in respect of any and all claims from the Client's Customers or from those who have recourse against the Bank because of such claims, arising from the Client's failure to fulfil obligations required by law or pursuant to this Agreement.

12. Prevention and investigation of crimes etc.

The Client undertakes to cooperate with the Bank to a reasonable extent to prevent and investigate suspected criminal acts related to Swish. The Client undertakes in this respect, to the extent allowed by currently applicable law on processing of personal data, to report to the Bank actions that the Client has reason to suspect constitute a crime or an attempted crime, as well as to a corresponding extent to provide to the Bank with documents and other written and oral information that may facilitate prevention and investigation of suspected criminal acts related to Swish.

13. Ban on charging payers a fee

The Client may not charge the Personal Customer a separate fee for payment with Swish or charge a higher price for goods, services or other benefits paid for via Swish.

14. Changed circumstances

The Client must notify the Bank without delay of any change in circumstances relevant to the execution of this Agreement. Such circumstances include the Client's ownership structure, organisation, address, corporate identity number, email address, phone number, business, product or service offerings.

15. Crediting the Client's account

The Bank will credit the Client's account immediately after the Bank has received payment from the payer's payment service provider and show the transaction in the Client's internet bank interface or through some other agreed channel.

16. Availability

The availability of Swish may be partially or completely restricted during certain times, e.g. for maintenance and updating of the service, or in the event of a malfunction.

If deemed necessary, the Bank may temporarily restrict or block the service for further use of Swish.

17. Restrictions on the use of Swish

The Bank may, with immediate effect, limit the availability of Swish, e.g. by setting a limit for the maximum number of transactions per unit of time and amount limits. Exceeding such limits may result in the non-performance of a certain transaction.

Banks that are affiliated with Swish may apply certain limits regarding maximum amount of payment per instance and/or per time period in relation to a Personal Customer. Exceeding such limits may result in the non-performance of one or more payment transactions. Details of the maximum amount from time to time in effect are available at the Personal Customer's bank.

18. Prices

See the appendix to the Bank's General Terms and Conditions, "Price List Företag".

19. Changes of the terms and conditions or the service

The Bank may change the terms and conditions of this Agreement including Swish Manuals at thirty (30) days' notice.

However, the Bank may, without prior notice to the Client, make changes to the Agreement, including Swish Manuals, that are not detrimental to the Client. The Bank must always notify the Client without undue delay of any changes made.

20. Termination

The following applies in addition to the General Terms and Conditions.

The Bank may terminate the Agreement with a period of notice one (1) month. Moreover, the Bank has the right to terminate the Agreement with immediate effect if any of the following circumstances occur:

- The Client violates its obligation under this Agreement or any other commitment that the Client has entered into or may enter into with the Bank unless the breach of contract is immaterial.
- There are reasonable grounds to believe that the Client will be unable to meet their payment obligations to the Bank.
- The Client enters into liquidation, is declared bankrupt, applies for bankruptcy, cancel payments, becomes the subject of a scheme of arrangement, corporate restructuring or other similar procedure, or in the Bank's reasonable opinion can on other grounds be assumed to be insolvent or otherwise have an uncertain financial position.
- The Client, in the Bank's assessment, abuses Swish in a manner that could be detrimental to the Bank or cause other damage.
- Law, regulation, government intervention or the like hinders performance of this Agreement.
- If for any other reason than those stated in the previous point the Bank is no longer entitled to provide Swish to the extent that is required to implement this Agreement.
- The Client provided incorrect or misleading information when entering into the Contract, and this erroneous or misleading information is not immaterial.
- The Client's business has changed, or, in the Bank's reasonable opinion, may be deemed to change with regard to branch of business or nature in a manner relevant to Swish Företag.

If the Client connects with another payment service provider using the same Swish number as has been assigned in connection with this Agreement, this Agreement will automatically terminate without notice.

If the Client who is a sole trader dies, is declared bankrupt, or if a trustee or administrator is appointed for the Client under the Swedish Children and Parents Code, the right to use Swish Företag will be terminated.

In addition, the Bank has the right to terminate the Client's Swish number without notice if it has been inactive for more than one (1) year.

21. Liability

The following applies in addition to the General Terms and Conditions:

The Bank is not liable for any damage caused by failure, disruption or interruption of the Client's mobile phone or communication with the Bank's computer system and/or the computer system of a supplier that is affiliated with the Bank, which makes it difficult or impossible to access Swish. Furthermore, the Bank is not liable for damage caused by disruptions in the Bank's computer system, or the computer system of a supplier associated with the Bank and which prevents or hinders access to Swish, provided that the Bank or the Bank's affiliated supplier has exercised appropriate precautions in its management of the systems.

The Bank's liability for damage caused by a subcontractor to the Bank is limited solely to compensating the Client in the amount corresponding to what the Bank can receive from the external supplier in question. If several customers file claims for the same case, the Client's right to compensation shall be equal to the Client's share of the total claim filed against the Bank.

22. Transfer

The Bank may transfer the right to receive payment under this Agreement without the consent of the Client.

The Client may not assign any of its rights and obligations under this Agreement without the written consent of the Bank.

23. Governing law and venue

See the General Terms and Conditions.

Swish Seller

Refers to the third level of Swish Users. Swish Sellers have the most restricted permission and only access to the Företag App during a sales pass.

25. Terms and Conditions

The Företag App is an optional additional service that the Client can activate in District or in the other ways that may become possible. Terms and conditions for the Företag App consist of the Bank's General Terms and Conditions and Swish Företag Terms and Conditions with the Additional Service Swish Företag App. In the event of conflicting terms, the terms below apply.

26. Permissions and responsibilities for granted permissions

The Företag App has the functionality to give the right Swish Users access to Payment Information.

The Företag App has three different permission levels: Swish Account Manager, Swish Administrator and Swish Seller.

The highest level, Swish Account Manager, is given permission by a District Administrator or District User (as applicable in the individual case) and shall identify itself electronically through the Bank.

Swish Account Manager can then give permission to both Swish Administrators and Swish Sellers in the Företag App, while Swish Administrators can only give permission to Swish Sellers.

The lowest permission level, Swish Seller, is not able to give permission to any Swish Users.

The Client is responsible for their Swish User's permissions (all levels) in the Företag App, as well as for revoking them. The Client is thus responsible for the actions, including refunds, completed via the Client's Företag App.

A Swish Account Manager may also have permissions for other services offered in Swish, if the Client is connected to them.

Technical requirements

Phones and operating systems

The operating systems that support the Företag App at any given time are listed on the Getswish website www.swish.nu. The Företag App can be used on larger screens, such as tablets, but is not specifically tailored for these formats.

Installation

The Företag App is downloaded from the relevant app store. The Client can choose to install the Företag App on Swish Users' personal phones, on a shared Mobile device or on a combination of these.

Use of the Företag App

Swish Users who can act as Swish Account Managers and Swish Administrators in the Företag App need to have a personal BankID to be able to log in and to approve refunds. In cases where the Företag App and BankID are on different devices, the Företag App will display the QR code that is scanned from the device with the BankID app. Swish Sellers gain access to the Företag App by Swish Account Managers or Swish Administrators creating sales

ADDITIONAL SERVICE SWISH FÖRETAG APP

24. Definitions

Payment Informations	The Personal Customer's first and last name and the Personal Customer's partially redacted mobile phone number.
Företag App	Refers to Swish Företag App (see "Description of the service" below).
Swish User	Refers to the three permission levels of users in the Företag App.
Swish Account Manager	Refers to the highest level of Swish Users and thus the one with most extensive permissions. The Swish Account Manager manages permissions regarding all the Client's Swish numbers.
Swish Administrators	Refers to the second level of Swish Users. These have the same permissions as Swish Account Managers but only for such Swish numbers as they have been assigned, and with the restriction that they can only assign the third level "Swish Seller" permission.

pass that Swish Sellers are invited to via either a link or a QR code that is distributed to the Swish Seller. After this, Swish Sellers have access to the relevant sales pass.

Prices

See the appendix to the General Terms and Conditions, "Price List Företag".

The Client's processing of data

The Client undertakes to ensure that the Personal Customer's data is not used for any purpose other than that associated with verifying and possibly repaying the payment from the Personal Customer. This means among other things that the Client must not use the phone number to offer the Personal Customer goods or services. The Client may not pass on any information to any other party except as necessary for the Client to fulfil obligations under the law, regulation or governmental regulations.

Swish number

The Företag App works together with the Swish numbers stated in the Client's Agreement on Swish Business and/or Swish Handel with the Bank. The Client chooses which Swish number to use for a particular sales pass.

Personal data**The Client's processing of personal data**

The Bank is the data controller for the processing of the personal data about the Client's Swish Account Managers that appear in the Företag App. The Client must provide information about Swish Account Managers to the Bank for registration. Personal data is only processed to the extent necessary to check the permissions of the Swish User in question in the Företag App and in order to provide information about functionality in the Företag App and operational disruptions, for example. The Bank engages sub-processors in respect of this personal data. The Bank hereby instructs the Client to ensure that the Client's Swish Account Managers receive information in the Företag App about the processing of their personal data. By signing this Agreement, the Client undertakes to do so.

Agreement period

The additional service Swish Företag App runs until further notice and can be immediately terminated by either the Client or the Bank. The service automatically terminates if the underlying service Swish Företag and/or Swish Handel ceases to apply. For those Clients who have signed the "Pilot Agreement: Swish

Företag App", the Pilot terms are replaced with these, ordinary terms and conditions. The Client's continued use of the ordinary service is seen as acceptance of these new updated/ordinary terms and conditions.

INFORMATION**Processing of personal data**

When you are in contact with the bank as an employee, owner, agent or other representative of a company that is a customer of the bank, we register and process personal data about you in order to offer you and our business customer the best advice and services and to meet the legal requirements applicable to us as a bank. You can read more about what personal data we register,

how we use it and about your rights in our information about the processing of personal data that you can find on www.danskebank.se. You can also get the information as a written document by contacting the bank.

When your business, or if someone on behalf of the business, provides us with personal data about any other natural person, the business is responsible for ensuring that it has the right to provide us with this personal data. The business also undertakes to notify these persons of the content of our information regarding the processing of personal data.