

**Terms for Swish Företag consist of the Bank's General Terms and Conditions and the terms stipulated below. In cases where the terms for Swish Företag and the Banks's General Terms and Conditions are in conflict, the terms for Swish Företag shall prevail.**

### 1. Definitions

Confidential information	Refers to all information, orally as well as written, exchanges between the Bank and the Customer under the Agreement.
Customer's Swish account	Customer's account in the Bank and used to receive payments via Swish Företag.
Private Customer	Private person who is the sender of a payment through Swish to the Customer.
Swish-number	The Customer'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 user manuals, technical specifications, instructions, directions and similar documents for Swish, all of which are available on <a href="http://www.getswish.se">www.getswish.se</a> . 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 Private Customers who are connected to the Swish service ("Swish Privat"). It is also possible to carry out refunds via Swish.

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

Payment transactions take place via mobile data traffic.

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

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

The Customer receives a Swish number connected to the Customer's chosen payment account. The Swish number identifies the Customer 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 Customer and the Private Customer and may mean that the Private Customer makes 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 Private Customer reach the Customer in accordance with these applicable terms and conditions.

### 3. Conditions for use of Swish Företag

In order to be able to enter into agreements regarding Swish Företag the Customer must:

- Have an internet bank services agreement with the Bank or some other channel through which the Bank provides Swish Företag. Handle connection, modifications, closing and any user administration of Swish Företag can only be made via the Internet Bank 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 Customer to make a refund from the Customer's Swish account, back to the Private Customer's Swish account.

In order to refund payments via Swish, the Customer must have the same Swish number and the Private Customer must have the same mobile number linked to the Swish account at the time of initial payment and at the time of refund. If the data are not the same, the refund will not be carried out. The Customer must notify the Private Customer of this restriction in the refund function.

Refunds may only be used for returns or complaints regarding a product or service that the Private Customer has paid through Swish and can only be made for 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 Customer is responsible for ensuring that no unauthorised persons are given the opportunity to carry out refunds.

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

### 5. Requirements for the Customer's business, information to the Private Customer, etc.

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

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

As an example of the above, the Customer 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 lacking approval from an authority;
- goods/services that are discriminatory on ethnic, religious or other grounds.

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

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

The Customer's website shall 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 Customer;
- a description of the products/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 should also be clear that complaints from the Private Customer and/or third party are handled by the Customer.

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

The Customer must also comply with applicable laws and regulations concerning, among other things, contract law, consumer protection and distance selling with respect to the sale and delivery of goods and services.

If several payment methods are presented online, the payment methods that do not entail a credit being offered, shall be presented first. Also, if there are several payment methods, the alternative that entails offering a credit shall not be preselected.

#### 6. The Swish brand, etc.

The Swish brand is owned by Getswish AB. The Customer may only use the trademark in accordance with what is stated in the Swish Manuals. This means among other things that the Customer must not expose the Swish brand in contexts that

- Contravene marketing legislation and/or good marketing practices.
- Could damage confidence 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 collaboration.
- 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 Customer selected 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 Customer, remove the Customer's market name from Swish if the Bank has reasonable grounds to assume that the Customer, through use of the market 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 Customer's right to such 90 account number expires, or if the account is terminated for any other reason, the Customer's right to the 90 Swish number will cease with immediate effect. The Customer is therefore obliged to immediately inform the Bank of such change regarding the 90 account.

#### 8. Customer'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 Customer is responsible for complying with the legal and regulatory obligations that apply to the activities of the Customer, 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
- 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 him; 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 execution of a Swish payment requires the exchange of certain information regarding the payer's personal data.

The Customer may not process personal information (such as name and phone number) that the Customer 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 Customer in accordance with the law. The personal data that the Customer 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 Customer's liability for compensation to payers**

The Customer shall indemnify the Bank in respect of any claims from the Customer's Customers or from those who have recourse against the Bank because of such claims, arising from the Customer's failure to fulfil statutory obligations and obligations under this Agreement.

**12. Prevention and investigation of crimes, etc.**

The Customer undertakes to cooperate with the Bank to a reasonable extent to prevent and investigate suspected criminal acts related to Swish. The Customer 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 Customer has reason to suspect constitute a crime or an attempted crime, as well as to a corresponding extent, to provide to the Bank 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 Customer may not charge the Private 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 Customer shall notify the Bank without delay of any change in circumstances relevant to the execution of this agreement. Such circumstances include the Customer's ownership structure, organisation, address, corporate identity number, email address, phone number, business, product or service offerings.

**15. Crediting the Customer's account**

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

**16. Accessibility**

The availability of Swish may be partially or completely limited during certain times, for example due to maintenance and updating of the service, or in the event of breakdown.

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

**17. Restrictions on the use of Swish**

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

Banks connected to Swish may impose certain limits on Private Customer regarding maximum amount of payment per occasion and/or per time period. Exceeding these limits may result in the non-execution of one or more payment transactions. Information about the maximum amount applied at any given time is available from the Private Customer's bank.

**18. Costs/prises**

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

**19. Modification of terms or the service**

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

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

**20. Termination**

In addition to the General Terms and Conditions, the following shall apply:

The Bank may terminate the Agreement with a one month period of notice. In addition, the Bank also has the right to terminate the Agreement with immediate effect if any of the following circumstances occur:

- The Customer violates the obligation under this Agreement or any other commitment that the Customer 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 Customer will be unable to meet their payment obligations to the Bank.
- The Customer initiate liquidation, is declared bankrupt, files for bankruptcy, suspend payments, becomes the subject of composition proceedings, corporate reorganisation or other similar procedure, or according to the Bank's reasonable opinion for other reasons can be assumed to be insolvent or otherwise have an uncertain financial position.
- The Customer, in the Bank's assessment, abuses Swish in a way that could cause damage to the Bank or a third party.
- Law, regulation, government intervention or similar would obstruct performance of this Agreement.
- If the Bank for any other reason than those stated in the previous point no longer has the right to provide Swish to the extent that is required to execute this Agreement;
- The Customer provided incorrect or misleading information at the conclusion of the Agreement, and this erroneous or misleading information is not of immaterial importance,
- The Customer's business has been changed, or in the Bank's reasonable opinion, may be deemed changed with respect to branch of business or nature in a manner that is significant to Swish Företag.

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

If the Customer who is a sole trader dies, is declared bankrupt, or if a trustee or administrator is appointed for the Customer under the Swedish Children and Parents Code (Sw: föräldrabalken), the right to use Swish Företag shall be terminated.

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

### **21. Liability**

In addition to the General Terms and Conditions, the following shall apply:

The Bank is not liable for any damage caused by failure, disruption or interruption of the Customer'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 Customer in the amount corresponding to what the Bank can receive from the subcontractor in question. If several customers file claims for the same case, the Customer's right to compensation shall be equal to the Customer'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 Customer.

The Customer 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.