

Terms for Swish Handel consist of the Bank's General Terms and Conditions and the terms stipulated below. In cases where the terms for Swish Handel and the Banks's General Terms and Conditions are in conflict, the terms for Swish Handel 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 Handel.
Private Customer	Private person who is the sender of a payment through Swish Handel to the Customer.
Swish API	Refers to the interface (Application Programming Interface) through which the Swish Handel service is provided.
Swish-number	The Customer's unique Swish number, linked to the payment account in the Bank to which payments are made via Swish Handel.
Swish Manuals	Refers to the applicable user manuals, technical descriptions, instructions, directions and similar documents for Swish Handel, all of which are available at <a href="http://www.getSwish.se">www.getSwish.se</a> . Swish Manuals are an integral part of this Agreement.

## 2. Description of services

Through Swish Handel the Customer 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 Handel.

Swish Handel is intended for industries where the Private Customer personally, directly in the sales channel of the Customer, initiates a payment request for purchased goods or services and where it is clear to the Private Customer to whom payment is made and for what.

Payment 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 Handel. The name and mobile phone number of the Private Customer become known to the Customer.

The Customer gets a Swish number linked to one of the Customer's accounts in the Bank. The Swish number identifies the Customer as payment recipient in Swish Handel. The Swish number may not be transferred to another party.

In brief, a payment via Swish Handel entails the following. The Customer creates a payment request at the initiative of the Private Customer using Swish Handel, which is then accepted by the Private Customer. The Customer is given proof of payment in real time. For security reasons, the Private Customer has a limited period to complete the payment from the time that the Private Customer receives the payment request in the Swish app. The relevant time interval is stated in the Swish Manuals. It is incumbent upon the Customer to inform the Private Customer that the request for payment is limited in time and how long the Private Customer has to authorise payment.

The Customer has the option to ask a control question regarding the status of the payment request that was sent via Swish Handel. The payment control makes it possible to check the payment if, for example a technical failure occurs during payment and confirmation does not reach the Customer as expected. The Customer may not use script to check the status.

The business transaction for which payment is made via Swish Handel is a matter between the Customer and the Private Customer and means 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 the applicable terms and conditions.

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

## 3. Conditions for use of Swish Handel

In order to be able to enter into agreement for Swish Handel the Customer must:

- Have an agreement for internet bank services with the Bank or some other channel through which the Bank provides Swish Handel. Handle connection, modifications, closing and any user administration of Swish Handel 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 Handel.

## 4. Technical requirements

### 4.1 General

To connect to Swish Handel the Customer must integrate with Swish API and its associated security solution, as stated in the Swish Manuals.

Whenever the Customer uses Swish Handel the Customer must meet the technical and security requirements as stated in the Swish manuals applicable at any time.

The Customer has the right to engage a partner or "technical supplier" for integration with the Swish API. The Customer is responsible for the actions of the partner or the technical service

provider as for their own actions and is also responsible for the obligations under this Agreement being met.

## 4.2 Specifics regarding the security solution for Swish Handel (Swish Security Solution)

### 4.2.1 Swish Security solution

Connection of Customer to Swish Handel requires connection to the Swish Security Solution, which is used to authenticate and encrypt messages from the Customer within the framework of Swish Handel. The Swish security solution is based on digital certificates. The Customer can choose to connect through one or more of his or her own certificates that are created at the Bank's request (as the certificate issuer) in the Customer's name. Alternatively, the technical connection is made via a technical supplier that is approved, at any time, by Getswish. In the latter case, GetSwish is the certificate issuer and the certificate is issued in the name of the Technical Service Provider.

### 4.2.2 Customer certificates

If the Customer chooses the solution to use his or her own certificate, the Customer is responsible for compliance with currently applicable Swish Manuals to download the Customer Certificate and to comply with Swish Manuals regarding Server Certificate information, and other certificate management. Certificate(s) issued for the Customer may only be used for communication with Swish.

The certificates have a limited period of validity and it is the Customer's responsibility to monitor the expiration date of a certificate and to order a new certificate in good time and to the extent required, to update information about Swish Server Certificates.

The Customer is obliged to ensure that only authorised individuals are given the opportunity to manage the Customer's certificates and security keys and that these people follow the instructions for persons responsible for certificates, as found in the Swish Manuals.

The Customer is responsible for ensuring that certificates and security keys are stored in such a way that no unauthorised person is given access to them and that the management of certificates and keys in all other respects is done securely and in accordance with the provisions of Swish Manuals.<sup>1</sup> The Customer shall immediately lock a Customer Certificate if the Customer forgets or reveals the password, if the Customer loses the Customer's certificate, or if there is otherwise reason to suspect that an unauthorised person may have gained access to the certificate.

The Customer must inform the Bank, in the manner the Bank directs, which person(s) are authorised to handle certificates to security keys according to the preceding paragraph and must also inform the Bank without delay of any changes in authorisation.

## 5. Handling of information

In order to be able to receive a payment via Swish Handel the Private Customer must provide their phone number to the Customer.

The Customer is obliged to ensure that the Private Customer's phone number and other personal data, when submitted to initiate

a payment request, are not used for any purpose other than that related to the payment to the Customer. This means among other things that the Customer may not use the phone number to offer the Private Customer goods or services. The Customer may not pass on this information to any other party except as necessary for the Customer to fulfil obligations under the law, regulation or governmental regulations.

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. Refunds

The Customer shall provide a refund function to be able to make a refund from the Customer's Swish account back to the Swish account of the Private Customer.

In order to refund payments via Swish Handel 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 about a product or service for which the Private Customer has paid via Swish Handel.

Refunds can only be made for purchases made within the past 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.

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

A fundamental prerequisite for using Swish Handel is that the Customer must sell goods and services to consumers. Swish Handel should be perceived as a safe and secure payment method and Private Customers should be able to trust that the Customer delivers promised goods/services with quality and according to expectations. The Customer must therefore pursue a

<sup>1</sup> As examples of what is meant by secure handling of keys and certificates, the following can be taken into consideration. The Customer's private electronic key should be installed by the Customer in a secure cryptographic device or be protected in a corresponding manner. This key must only be in production in the areas where it is used. The key may also be available in a cryptoprocessor for backup purposes. This key must be erased when it is no longer used for

operating purposes and must then be erased in all locations where it is active. The key must in all cases be stored with strong encryption and protected with a password or a stronger solution. Passwords that protect the key must be handled with duality and securely stored so they are not lost or accessed by unauthorised individuals.

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.

The Customer must post the Swish logo on the Customer's website and/or mobile application in accordance with Swish Manuals. The Customer shall in all other respects comply with what is stated in section 8.

The Customer's website that is used for Swish Handel must contain such information as provided by 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.

Before the Private Customer receives a payment request in connection with the purchase, the Private Customer must have had the opportunity to read the following information:

- a clear description of and price for the individual goods/services the Private Customer ordered;
- the total price that the Private Customer will pay, including a specification of any taxes, fees, shipping charges and other charges;
- that the payment is made by Swish Handel;
- that payment is in SEK (Swedish kronor);
- expected delivery date;
- terms of delivery, including rules for Private Customer's complaints, including whether the Private Customer must pay costs in the event of returns of the goods/services; and
- the name of the recipient of the product or service.

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 others, contract law, consumer protection and distance selling with respect to the sale and delivery of goods and services.

#### 8. The Swish brand

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 7 above.

#### 9. Swish number

The Bank assigns a Swish number to the Customer. This number shall not be exposed to a Private Customer. The Customer does not have the right to transfer their Swish number. A Business Customer that is a fundraising organisation with a 90 account should primarily be connected to Swish Företag. If the fundraising organisation wants to offer payment via Swish Handel, the organisation should be assigned a new Swish number that is not a 90 number.

#### 10. 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 meeting the obligations under the law and other regulations governing the activities that the Customer engages in, for example, archiving accounting information and providing a receipt.

#### 11. Confidentiality and personal data

##### 11.1 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;

- iii. to treat and protect Confidential Information in the same way as their own confidential information; and
- iv. 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:

- i. is generally known or is subject to general knowledge other than by breach of this Agreement;
- ii. the party receives from third parties without being bound by the obligation of confidentiality in relation to him; or
- iii. 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.

## 11.2 Personal Data

### 11.2.1 The Customer's processing of personal data

Connection to and use of Swish Handel assumes that the Customer will collect certain personal information from Private Customers. The Customer is responsible for processing these data and ensuring that such processing complies with applicable personal data legislation, provisions, regulations issued by public authorities, advice and recommendations and otherwise in accordance with what has been agreed in this agreement.

### 11.2.2 The Bank's processing of personal data

The Bank is a personal data controller for processing personal information that the person authorised to handle certificates, in accordance with section 4.2 above, must submit to the Bank to be able to be registered as such. These data will be processed only to the extent that is required to check the person's authority to deal with the Customer Certificate. The Bank engages subcontractors for processing these personal data.

The Bank hereby instructs the Customer to ensure that the person authorised to handle certificates receives information about processing of personal data. The information to be provided is available in the Swish Manuals. The Customer undertakes to do so by signing this Agreement.

## 12. 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.

## 13. Prevention and investigation of crimes

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.

## 14. Ban on charging payers a fee

The Customer shall not charge the Private Customer a separate fee for payment with Swish Handel or charge a higher price for goods, services or other benefits paid for via Swish.

## 15. Changed circumstances

The Customer must inform the Bank without delay of any changes in circumstances that are of importance to the execution of this agreement. Such circumstances include the Customer's ownership, organisation, address, corporate ID number, email address, phone number, business, product or service offerings and authorised individuals in accordance with section 4.2 above.

## 16. 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.

## 17. Accessibility

Access to Swish may be partially or fully restricted during certain times, for example due to maintenance and updating of the service, or in the case of breakdown.

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

## 18. Restrictions in the use of Swish Handel

The Bank may, with immediate effect, restrict accessibility to Swish Handel, for example by setting a maximum limit for number of transactions per unit of time and maximum 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 Customers regarding maximum amount of payment per occasion and/or per 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.

## 19. Costs/prises

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

## 20. Modification of terms and conditions 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.

## 21. Termination

In addition to the provisions of the Bank's General Terms and Conditions, the following shall apply:

The Agreement runs until further notice, and may be terminated at any time with at least a one (1) month mutual term of notice.

The Bank is also entitled to terminate this agreement with immediate effect if any of the following occur:

- The Customer violates obligations under this Agreement or other obligations 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 initiates liquidation, is declared bankrupt, files for bankruptcy, suspends payments, is subject to a scheme of arrangement, reorganisation or other similar proceedings, or in the Bank's reasonable opinion for other reasons may be assumed to be insolvent or otherwise have an uncertain financial position;
- The Customer, in the Bank's assessment, abuses Swish Handel 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 Handel to the extent that is required to execute this Agreement;
- The Customer provided erroneous or misleading information prior to entering into the Agreement, and this erroneous or misleading information is not of immaterial importance, or if
- The Customer's business has been changed or according to the Bank's reasonable opinion may be deemed changed with respect to branch of business or nature in a manner that is significant for Swish Handel.

If the Customer connects with another payment service provider using the same Swish number, 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 Handel shall be terminated.

## 22. 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 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.

## 23. 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.

## 24. Governing law and venue

This Agreement shall be interpreted and applied in accordance with Swedish law.

Disputes arising from this Agreement shall be settled by a Swedish court. However, the Bank has the right to bring action against the Customer at any other court having jurisdiction over the Customer and its assets.