



Terms of Service Payment Gateway

1. General

The Terms of Service cover, upon written notice of an approved Agreement, the handling of payment Transactions between the Customer's online based Point of sale and the Issuer and/or Acquirer.

2. The Service

- 2.1 The Service covers functionality in the Integration interface and Web interface in order to handle payment Transactions via the Payment methods specified in the Technical description in force at any given time.
- 2.2 Swedbank Pay has the right to unilaterally decide which Payment methods and functions are to be made available in the Payment gateway at any given time.
- 2.3 The Customer is responsible for establishing, maintaining and complying with the necessary agreements with the Acquirer and/or Issuer for the Payment method.
- 2.4 Swedbank Pay undertakes to perform the service in accordance with the regulations for each Payment method and, where applicable, to comply with applicable legislation.
- 2.5 Swedbank Pay is responsible for ensuring that relevant parts of the Services and products meet the security requirements, such as PCI DSS, that are set with regard to message encryption and data field encryption.
- 2.6 Swedbank Pay is not liable for damages that arise due to transactions that have been unduly changed before or during the transfer between the Point of sale and the Payment gateway.
- 2.7 Swedbank Pay reserves the right to restrict access to individual Payment methods or functions in the event that the Issuer or Acquirer so requests.

3. Authorisation and checks

- 3.1 After the Customer has initiated a Transaction and the End customer has provided its payment information, Swedbank Pay performs checks in accordance with the regulations in force at any given time for each Payment method.
- 3.2 Swedbank Pay executes payments with Strong customer authentication in cases where this is required by the Issuer or Acquirer.
- 3.3 The Issuer or Acquirer notifies if a Transaction is granted, after which the Customer is notified by Swedbank Pay.
- 3.4 In the event that the Payment method supports both Authorisation and Capture, the Customer shall, after the approved Authorisation in connection with Delivery, carry out Capture in order to execute Acquiring of the Transaction.

4. Payment and reporting

- 4.1 Swedbank Pay mediates Transactions to the Acquirer or Issuer which credits the Customer for completed Transactions in accordance with the agreement between the Customer and the Acquirer or Issuer.
- 4.2 In the event that Swedbank Pay is not the Acquirer and/or Issuer of the Payment Method and (i) the Customer has agreed with the Acquirer and/or Issuer to pay the Sales funds to Swedbank Pay and (ii) the

Customer and Swedbank Pay have agreed to collect the Sales funds for the Payment method. the following terms apply:

- ▶ Swedbank Pay reports to the Customer the Sales funds that the Acquirer or Issuer has credited on behalf of the Customer;
- ▶ Reporting takes place, with deduction of Service charges, Chargebacks, Refunds, or, where applicable, other claims against the Customer from Swedbank Pay or a third party;
- ▶ If the Customer's desired reporting currency for the Transactions is other than the sales currency, currency exchange takes place in accordance with Swedbank Pay's exchange rate in force at the time; and
- ▶ Reporting and payment takes place, unless otherwise agreed, once a week to the Customer's account, provided that the outstanding amount exceeds EUR 500 or equivalent in another currency.

5. Refund

A Refund for an already completed Transaction is possible to the extent specified in the Technical description. Refunds are executed via the Integration interface or Web interface, provided that the Payment method supports Refunds, and that the Transaction is accepted by the Issuer and/or Acquirer.

6. Handling of Personal data

- 6.1 For specific payment methods, Swedbank Pay may handle Personal data on behalf of the Customer. Such processing can take place, for example, by the Issuer and / or Acquirer via Swedbank Pay provides information of the End customers address in connection with the completion of a Transaction.
- 6.2 In cases where the Customer uses functions for End customer authentication, the Customer transfers the responsibility to Swedbank Pay to carry out the necessary checks to identify the End customer and transfer information about Personal data and the End customer's delivery address to the Customer. In the event that the Customer processes Personal data provided by Swedbank Pay, the Customer will be the Personal data controller for such processing. The Customer may only use Swedbank Pay's End customer authentication for the purpose of making purchases with Swedbank Pay as Payment gateway. End customers who have been authenticated via Swedbank Pay are given the opportunity to save Personal data and payment information in their profile at Swedbank Pay in order to simplify future purchases via Swedbank Pay. The End customer can change, add or delete saved Personal data and payment information via Swedbank Pay's website at any time.

7. Term of the agreement

These Terms of Service apply from the date when Swedbank Pay notifies the Customer that the Agreement has been approved and for an initial period of twelve (12) months with the automatic renewal of a new twelve (12) - month period unless written notice is given no later than three (3) months before the end of the current agreement period.