



Terms of Service Payment terminal

1. General

After a written notice that the Agreement has been approved, the Terms of Service cover processing of Transactions between the Customer's Point of Sale and the Issuer and/or Acquirer via the PosPay payment system.

2. The Service

- 2.1 PosPay is a payment system designed to, via the internet, process, payments for Customers who sell goods, services and/or content in physical stores. The payment system supports different types of Payment methods in the Nordic market and forms part of Swedbank Pay's infrastructure. Operation and maintenance of the PosPay payment system is carried out by Swedbank Pay in accordance with the terms and conditions prescribed in these Terms of Service.
- 2.2 The PosPay payment system consists of several components such as Payment terminal including software, Payment gateway and Web interface. The payment system can be integrated with the Customer's Cash register system, as appropriate.
- 2.3 Swedbank Pay will provide the type or types of Payment terminal specified in the Agreement. A full product description is available in Technical description.
- 2.4 Swedbank Pay is responsible for ensuring that the Payment terminal provided by Swedbank Pay has a functioning logical and physical interface that communicates with the Customer's Cash register system, as appropriate.
- 2.5 The Customer will install the Payment service for the Payment methods agreed on at all the Customer's Points of sale in the market or markets covered by the Agreement, in accordance with Swedbank Pay's instructions.
- 2.6 The Customer is responsible for signing, maintaining and complying with necessary agreements for the Payment method.
- 2.7 For the avoidance of doubt, neither external Acquirers, processors nor communication providers such as internet service providers will be considered to be Swedbank Pay subcontractors unless otherwise specified.

3. Order for a Payment terminal and Terminal accessories

- 3.1 An order for a Payment terminal and/or Terminal accessories is issued by the Customer via an ordering procedure defined by Swedbank Pay. Orders for more than twenty-five (25) units must be received by Swedbank Pay no later than twenty (20) weeks before the planned delivery. Orders for up to twenty-five (25) units must be received by Swedbank Pay no later than three (3) weeks before the planned delivery.
- 3.2 Swedbank Pay delivers to the address specified by the Customer. Delivery takes place DDP (Incoterms 2010) with the exception that all shipping costs are payable by the Customer.
- 3.3 Payment terminals and Terminal accessories will continue to be the property of Swedbank Pay until they are paid for in full. If the Customer chooses to rent a Payment terminal and/or Terminal accessories,

Swedbank Pay retains the right of ownership.

4. Guarantee and repair

- 4.1 Swedbank Pay guarantees, at its sole discretion, to decide to repair, replace, credit or compensate the Customer for the price of a Payment terminal that is found to be defective as a result of substantial defects in workmanship or materials. The guarantee requires the Customer to have informed Swedbank Pay of the defect without undue delay and within the guarantee period of twelve (12) months from delivery. This guarantee does not cover Terminal accessories or parts that were not supplied by Swedbank Pay. Nor does it cover faults or defects due to circumstances described in paragraph 11.
- 4.2 The guarantee cannot be transferred to a new owner at the moment when the right of ownership of the Payment terminal is transferred.
- 4.3 If the Customer rents the Payment terminal, a defective Payment terminal must be repaired or replaced under the same terms and conditions as set out in this paragraph, without any limitation by a guarantee period.
- 4.4 The Customer must guarantee that a defective Payment terminal will be sent to Swedbank Pay's warehouse within fourteen (14) days and must pay for it to be sent. Payment terminals that are not returned will be charged for according to a price list.

5. The Customer's obligations

Swedbank Pay's performance of the Service requires the Customer to fulfil its obligations under the Terms of Service, including but not limited to

- (i) ensuring that the Service is installed according to instructions and user manuals provided by Swedbank Pay.
- (ii) ensuring that all the Customer's systems which are integrated with the PosPay payment system always meet the relevant security requirements set out in accordance with the Technical description in force at any given time and by the Issuer or Acquirer of a Payment method,
- (iii) possessing and maintaining the technology and software required to enable the Customer to carry out sales,
- (iv) in accordance with Swedbank Pay's instructions, carrying out regular inspections of the Payment terminal, including searches for manipulation or fraudulent exchanges,
- (v) implementing new versions of the Services within 30 days of a written notice from Swedbank Pay or within the period agreed by the Parties at any time in accordance with paragraph 9,
- (vi) informing Swedbank Pay in writing of changes in the choice of Acquirer, card system or other available functions within the framework of this Agreement,
- (vii) entering into and maintaining agreements with relevant third parties such as Acquirers or Issuers of Payment methods,
- (viii) providing the Customer data required in order to activate PosPay according to order forms, and

- (ix) regularly paying fees to Swedbank Pay in accordance with the price list in the Agreement.

6. Availability and level of service

- 6.1 The service is available 24/7/365, with the exception of planned and unplanned Interruptions.
- 6.2 Swedbank Pay's system is monitored by means of internal system controls. Interruptions in communication between the Customer and Swedbank Pay's system due to disruptions are recorded and Swedbank Pay logs statistics on the previous month's Interruptions.
- 6.3 In the event of an unplanned Interruption or disruption, Swedbank Pay must inform the Customer by e-mail or telephone as soon as possible after Swedbank Pay became aware of it and begin work to remedy the fault based on the fault category set out below.

Emergency

The Service is not available to the Customer due to a fault attributable to Swedbank Pay's system or other serious disruptions, e.g. the connection to a third party supplier fails to work for a reason attributable to a factor affecting Swedbank Pay, or because the backup system is out of order. Swedbank Pay initiates troubleshooting and corrective action as soon as Swedbank Pay's technicians become aware of a fault or are informed by the Customer.

Disruption

The Service is available to the Customer, but the Customer experiences slow response times or other disruptions attributable to a factor affecting Swedbank Pay. Swedbank Pay initiates troubleshooting and corrective action immediately or no later than the next working day after Swedbank Pay became aware of the disruption.

Information faults

Faults that do not affect the availability of the Service, e.g. cosmetic faults, are dealt with in consultation with the Customer and corrected in future launches.

- 6.4 In the case of a planned Interruption, Swedbank Pay must notify the Customer by e-mail no later than seven (7) working days before the Interruption. The notification must contain information on the extent of the planned Interruption and the times between which the Interruption will take place. Planned Interruptions are carried out when the load on Swedbank Pay's system is at its lowest.
- 6.5 Interruptions attributable to a factor affecting the Customer or a third party, e.g. internet service providers, banks, processors or other system providers that are not Swedbank Pay subcontractors are not subject to troubleshooting in accordance with this paragraph 6.

7. Support

The Customer is offered second-line support with Swedbank Pay as a result of this Agreement. Second-line support from Swedbank Pay is available to the Customer's own operational systems department by e-mail or telephone on weekdays, except public holidays, from 08:00 to 20:00 and at weekends and on public holidays from 09:00 to 19:00. Second-line support includes the following features:

- ▶ Reception and registration of support cases.

- ▶ Troubleshooting for faults limited to faults in Payment terminals, Integration interfaces or other software from Swedbank Pay.

A support case for Swedbank Pay's second-line support must contain the following information:

- ▶ Customer number
- ▶ Description of the fault
- ▶ Date and time when the fault occurred

8. Servicing of Payment Terminals

In addition to the contents of the guarantee in accordance with paragraph 4, Swedbank Pay offers the Customer a repair or replacement service which can be ordered by the Customer as a call-off order in accordance with the terms and conditions below. The prices of the services are set out in the price list.

Faults or damage caused by the Customer are invoiced to the Customer at the discretion of the supplier's repair centre.

Repair service

A Payment terminal with an unidentified fault is sent to Swedbank Pay for further analysis and repair. A Payment terminal sent for repair must be returned to the Customer within fifty (50) days after arrival at Swedbank Pay's address.

Replacement service

The Customer reports a faulty Payment terminal via an order for replacement, after which Swedbank Pay prepares, packs and registers the replacement Payment terminal for the Customer via Swedbank Pay's courier within 24 hours on Banking days. The replacement service includes a replacement Payment terminal equivalent to the faulty Payment terminal. The Customer is responsible for returning the faulty Payment terminal within five days of receipt of a replacement Payment terminal. Payment terminals that are not returned will be charged for according to the price list.

9. Upgrade and update

- 9.1 The Customer is required, without compensation, to install upgrades and updates of the Payment application according to planning and communicated deadlines from Swedbank Pay. Swedbank Pay communicates those upgrades or updates at least once a year in order to ensure that the Customer provides optimal functionality and that the Service complies with relevant regulations.
- 9.2 In order to upgrade the Payment application, Swedbank Pay sends a new software version to the Customer and the Customer is, in turn, responsible for installing, testing and approving the new version.
- 9.3 Swedbank Pay reserves the right to upgrade the Payment application without the Customer's consent.

10. Term of the agreement and termination

- 10.1 The Agreement applies for an initial term of 36 months, unless otherwise agreed, with automatic renewal for 12 months unless notice of termination is given in writing no later than three (3) months before the end of the current term of the agreement.
- 10.2 Fees for Payment terminals and Terminal accessories are charged from the day when a Payment terminal or Terminal accessories are sent from Swedbank Pay.

10.3 Unless otherwise agreed, additional orders regarding rental of Payment terminals or Terminal accessories always have a term of 36 months from the moment when Swedbank Pay sent a Payment terminal or Terminal accessories.

10.4 If the Service is terminated, the Customer must return the rented Payment terminal and any Terminal accessories within 14 days of the termination of the Agreement. Payment terminals or Terminal accessories that have not been returned are invoiced to the Customer according to the price list. The Customer pays its own costs for returning a Payment terminal and Terminal accessories to the address specified by Swedbank Pay. For purchased hardware, the Customer is responsible, upon termination of the Agreement, for ensuring that the Payment terminal is destroyed according to Swedbank Pay's instructions.

11. Limitation of liability

Swedbank Pay is not liable for deviations from guarantees or faults or defects in the Service as a result of

- (i) the Customer's use and operation of the payment system in breach of the Agreement,
- (ii) the Customer's failure to comply with Swedbank Pay's instructions, including but not limited to updating the Payment application in a timely manner,
- (iii) misuse, repairs, adjustments, expansions or changes carried out by the Customer or third parties engaged by the Customer without prior permission in writing from Swedbank Pay,
- (iv) installation in an incompatible environment,
- (v) external circumstances such as an accident, sudden power overload or extreme electromagnetic field,
- (vi) circumstances described in the paragraph Liability in the general terms, or
- (vii) faults or defects attributable to the Customer or the End customer.