

These general terms and conditions *together* with a separate cooperation agreement concluded by Svea Payments Oy (hereinafter referred to as "Svea Payments") and a vendor engaged in distance selling via the Internet (hereinafter referred to as the "Vendor") and its other appendices make up an *overall agreement* (hereinafter referred to as the "Agreement").

1. OTHER DEFINITIONS

The Buyer refers to a natural person or legal person that purchases a product or service from the Vendor and pays its purchases to the Vendor by the preferred payment method using Svea Payments' payment service.

Customer Assets Account refers to the bank account designated by Svea Payments at any given time to which the Buyer's or Financial Institution's payment is remitted. The assets in the Customer Assets Account are kept separate from Svea Payments' own assets.

Representative means a Party's officer, employee, contractor, agent, professional advisor and external auditor.

International Card Companies refer to credit companies that offer international and multinational payment services and payment service infrastructure, including Visa Inc. and Mastercard Incorporated.

Card refers to Mastercard, Visa and other payment cards that are covered by Svea Payments' payment service at any given time.

Cardholder refers to a natural person or a representative of a company or corporation entitled to make payments with a Card.

Card Payment means a payment transaction made with a Card.

Transport Company refers to a transport company with the help of which the Vendor can deliver the product ordered by the Buyer to the Buyer.

The Personal Data Processing Agreement refers to a document called "Agreement on the processing of personal data in Svea Payments' payment service", which is an appendix to this agreement and part of the Agreement.

Svea Payments' Payment Service refers to the payment service and operating principle referred to in the Payment Services Act (30 April 2010/290, as amended), in which Svea Payments initiates a payment transaction on behalf of the Vendor, which the Buyer accepts, and receives the funds transferred via the payment order to Svea Payments' Customer Assets Account, from which the funds are transferred to the Vendor. The service and operating principle applied by Svea Payments at any given time are described in more detail on Svea Payments' website and below in section 2.

Payment Method refers to the payment methods offered in Svea Payments' payment service.

The Parties refer to Svea Payments and the Vendor together.

The Buyer's Assistant Service refers to an additional feature of Svea Payments' payment service in which Svea Payments offers the Vendor an electronic service through which the Buyer can manage their order, including notifying the Vendor of a refund or complaint. The Buyer's Assistant is an additional service, the deployment of which is agreed between the Vendor and Svea Payments.

Financial Institution refers to a credit institution, financing company or entity that brokers credit card payments that has granted Svea Payments the right to use the Financial Institution's payment function, payment method or financial service intended for webstores.

Cooperation Agreement refers to a cooperation agreement between Svea Payments and the Vendor concerning Svea Payments' payment service, which the Vendor signs to use Svea Payments' payment service, and to which these general terms and conditions are appended.

2. OPERATING PRINCIPLE OF SVEA PAYMENTS' PAYMENT SERVICE

Svea Payments offers a payment processing service that enables the Vendor to receive payments using various payment methods as described in more detail in the applicable service description. Svea Payments Oy has a payment institution license and the company's operations are supervised by the Finnish Financial Supervisory Authority.

Svea Payments acts as a payment processor on the basis of the payment orders it receives and on behalf of the Vendor and does not take a position on the purchase transaction between the Vendor and the Buyer on the basis of which the payment order is formed. Any dispute or conflict shall be resolved between the Vendor and the Buyer.

2.1 Online banking and card payments

With this Agreement, the Vendor accepts the operating principle of Svea Payments' Payment Service, according to which Svea Payments initiates and executes a payment transaction on behalf of the Vendor, and receives and holds funds in Svea Payments' Customer Assets Account, and settles such a payment by the Buyer to the Vendor in accordance with the agreed service model to the bank account specified by the Vendor.

2.2 Invoice, part payment and B2B invoice

The Vendor shall agree separately with Svea Bank Ab, Branch i Finland on the terms and conditions of the invoice, part payment and B2B invoice.

2.3 Technical service

If the Vendor uses payment methods in which Svea Payments merely transmits information about the payment transaction but does not receive funds in the Customer Assets Account, Svea Payments is not responsible in any way for the settlement of payments or the initiation or implementation of the payment transaction. The payment transactions reported by Svea Payments are based on information provided by the party offering the payment method, for the accuracy of which Svea Payments is not responsible.

3. INTEREST

Only client assets are stored in Svea Payments' Customer Assets Account, and customer assets are stored separately from other assets. Customer assets are not a deposit, investment or other corresponding instrument intended to retain the value or yield of assets, and no interest or other credit shall be paid to the Vendor on the assets in the Customer Assets Account.

4. DEPLOYMENT OF SVEA PAYMENTS' PAYMENT SERVICE

The Vendor receives access to the Payment Service offered by Svea Payments by signing a separate cooperation agreement with Svea Payments. These general terms and conditions are an integral part of the cooperation agreement and are appended to the cooperation agreement.

When commissioning Svea Payments' Payment Service, the Vendor can choose the online payment methods and financial services offered by Svea Payments. However, the deployment of online payment methods and credit and financial services may require that the Financial Institution first accepts the Vendor and/or issues an approved credit decision to the Vendor and grants financing. The Financial Institution may also prohibit the use of its online payment method and/or financial service at any time, in which case the online payment method and/or financial service in question will be removed from the Vendor's use without any liability on the part of Svea Payments.

The Vendor shall notify Svea Payments at least one (1) month in advance if the Vendor intends to remove Svea Payments' Payment Service from its webstore.

5. VENDOR'S OBLIGATION TO PROVIDE INFORMATION

In connection with the deployment of Svea Payments' Payment Service, the Vendor must provide Svea Payments with the identification and contact information, bank account number and payment contact information, financial statement information and other financial information required by Svea Payments at any given time, as well as all information required by legislation and official guidelines, such as the Know-Your-

Customer information required by the Act on the Prevention of Money Laundering and Terrorist Financing (28 June 2017/444, as amended, hereinafter referred to as the "Money Laundering Act"), and ensure that the information provided is correct and up to date. The Vendor or its beneficial owner shall also notify Svea Payments if the Vendor or its beneficial owner, a family member or a partner of the Vendor or its beneficial owner has been a politically exposed person in accordance with the current definition of the Money Laundering Act during the past year or will become one during the validity of the Agreement.

The Vendor is responsible for and warrants to Svea Payments that the Vendor or an entity belonging to the Vendor's group or under the Vendor's effective control, the Vendor's direct or indirect owner, a member of the board of directors of such entity, CEO, director, employee, authorised signatory or other representative to the best of the Vendor's knowledge 1) is not subject to International Sanctions or acts on behalf of a private or legal person subject to International Sanctions and 2) complies with applicable International Sanctions.

The Vendor accepts that Svea Payments may check the information issued by the Vendor from, for example, the databases of the Finnish Digital and Population Data Services Agency, Suomen Asiakastieto Oy, the Finnish Patent and Registration Office and/or other corresponding databases.

At the request of Svea Payments, the Vendor must, without delay and in the manner specified in section 26, update the identification and contact information, bank account number and payment contact information provided by the Vendor, and supplement the information provided by the Vendor to the extent required by legislation or instructions issued by the authorities.

Svea Payments has the right to review the Vendor's credit history both before entering into the Agreement and in connection with its implementation and during the validity of the Agreement.

Svea Payments processes personal data in accordance with applicable legislation. The processing of personal data is described in more detail in the privacy statements on Svea's website: [Privacy | Svea | Svea Bank](#).

The Vendor's identification data and related personal data may be used to prevent, detect and investigate money laundering and terrorist financing, as well as to investigate money laundering and terrorist financing and related crimes.

6. VENDOR'S RESPONSIBILITY FOR INFORMATION RELATED TO PAYMENT TRANSACTIONS

Payments made by the Buyer or the Financial Institution to the Vendor shall be settled to the Vendor on the basis of the information provided by the Vendor to Svea Payments. The Vendor is responsible for ensuring that the identification, contact and assignment-related information or other instructions issued by the Vendor to Svea Payments concerning the settlement are correct and up to date.

By disclosing the identification data concerning the shipment and the Transport Company to Svea Payments, the Vendor accepts and agrees that Svea Payments may use the identification data in question to monitor deliveries.

In addition to the accuracy and timeliness of the information mentioned in sections 5 and 6, the Vendor is also responsible for ensuring that the basis and quantity of the Vendor's receivable are undisputed and in accordance with this Agreement. Svea Payments is not liable for any immediate or indirect loss, delays or errors caused by errors or omissions in the identification, contact or order information provided by the Vendor to Svea Payments or for the payment made by the Buyer or the Financial Institution to the Vendor being settled to the wrong account, delayed or incorrect based on incorrect payment contact information provided by the Vendor.

7. FEES AND COSTS

Svea Payments collects fees from the Vendor for the services provided by Svea Payments in accordance with the valid price list and the Cooperation Agreement. The Payment Services provided by Svea Payments are partly financial services exempt from value added tax. However, if the

taxation legislation, practice or interpretation in this respect were to subsequently change and the service was found to be subject to value added tax by a decision of the tax authorities, a court, etc., value added tax would be added to the prices charged, where applicable.

The fees in accordance with the valid price list and the Cooperation Agreement are either automatically deducted from the settlement to be made to the Vendor by Svea Payments in accordance with this Agreement or invoiced separately, depending on the service model separately agreed upon. Unless otherwise agreed, any other separately agreed fees or costs will be invoiced separately on a monthly basis, fourteen (14) days net. A summary of the settled funds and the expenses deducted from them is available to the Vendor in Svea Payments' system and can also be sent to the Vendor on request.

Svea Payments has the right to collect a fee from the Vendor in accordance with the currently valid price list and the Cooperation Agreement also for cancelled or otherwise suspended assignments.

If the Enforcement Agency notifies Svea Payments of a prohibition on payment concerning the Vendor, Svea Payments shall comply with the orders issued by the Enforcement Agency. Svea Payments has the right to immediately suspend the provision of Svea Payments' Payment Service if the Vendor is subject to a payment injunction issued by the Enforcement Agency or an enforcement injunction issued by the Enforcement Agency or other corresponding order. Svea Payments may charge a fee according to Svea Payments' current valid price list from the settlements to be made to the Vendor pursuant to this Agreement and the prohibition on payment for work not included in the Agreement that has incurred due to complying with the orders of the Enforcement Agency, or alternatively invoice the amount of the payment separately as described in these terms and conditions.

Svea Payments' right to adjust the amount of fees charged for the use of the Payment Service and the service price list and the obligation to notify the Vendor of such amendments are agreed upon in section 23 of these terms and conditions. Svea Payments shall have the right to collect the new fee based on the amendment at the earliest one (1) month after sending the notification to the Vendor. This Agreement shall continue as amended unless the Vendor notifies Svea Payments in writing within one (1) month of Svea Payments' notification of the amendment to pricing that it terminates this Agreement in accordance with section 28.

If the Vendor and Svea Payments have agreed on a fixed-term Agreement, Svea Payments has the right to amend the pricing as described above during the validity of the fixed-term Agreement only if a significant change occurs in the fees charged from Svea Payments by the Financial Institutions.

If the Vendor terminates the fixed-term Agreement prematurely during the term of the Agreement, without any material breach of agreement on the part of Svea Payments, Svea Payments shall have the right to collect costs for the remaining term of the fixed-term Agreement in accordance with the price list valid at the time.

8. REFUNDING ASSETS TO THE BUYER

Refunds for card payments, mobile payments comparable to card payments, and orders by invoice, B2B invoice and part payment must be made using Svea Payments' service as long as the Payment Service used by the Vendor is valid and the Financial Institution in question or the service provider used by Svea Payments allows refunding using the payment method in question.

Refunding is also possible for payments made by online banking through Svea Payments' service as long as the Payment Service used by the Vendor is valid, provided that the Vendor has a service model that allows this, taking into account the valid time or other restrictions of the service model.

If the Vendor has activated the Buyer's Assistant service, the Buyer may request a refund for the returned product or a discount on the product ordered through the service from the Vendor. In order to confirm the refund, the Vendor must approve all refund proposals made through the Buyer's Assistant service.

The use of the services related to refunds is subject to separate agreement and their functioning is described in more detail in the service description.

9. FUNCTIONALITY AND DATA SECURITY

Svea Payments is responsible for ensuring that Svea Payments' Payment Service functions in accordance with the Agreement.

Svea Payments and the Vendor are each responsible for ensuring that their own information systems and communication systems are properly organised and that the systems are protected against unauthorised use with reliable, appropriate and up-to-date anti-virus and other security systems. The Parties are aware of and acknowledge that electronic communications may be disrupted regardless of this. It is recommended to use an encrypted e-mail connection whenever confidential or personal information is transmitted. If the Vendor uses an unencrypted e-mail connection to transmit such information, it does so at its own risk. Svea Payments is not liable for any losses caused to the Vendor by the alteration or loss of information in the public data network or in a data network owned, controlled or used by the Vendor under an agreement.

Complaints related to delays and errors in Svea Payments' Payment Service under this Agreement detected by the Vendor must be submitted within fourteen (14) days of the discovery of the error, after which the Vendor can no longer invoke a fact it has detected as the basis for a complaint. The complaint period of fourteen (14) days does not apply to or limit the right to claim a material breach of contract.

10. COMPLAINTS

Complaints must be submitted by email to the address info.payments@svea.fi.

For the sake of clarity, Svea Payments is not liable to participate in the processing or resolution of complaints between the Buyer and the Vendor. However, Svea Payments may disclose information related to the complaint situation and held by Svea Payments, such as information related to the payment transaction concerned, to the Buyer and the Vendor upon written request from the parties to the complaint.

11. TERMS AND CONDITIONS FOR THE VENDOR'S SERVICES

The Vendor undertakes to provide and market its services and products to which Svea Payments' Payment Service is connected in an appropriate and good manner and in such a way that the Vendor's procedure complies with the Consumer Protection Act and other legislation, decrees and official regulations. In its marketing, the Vendor shall ensure that the Vendor's and Svea Payments' Payment Service and responsibility for them are not confusable.

Svea Payments has the right, without separate notice to the Seller, to automatically and using technology to check and monitor the product selection in the Seller's webstore and ensure that the products sold correspond to the information provided by the Seller and the terms and conditions set by Svea Payments.

The Vendor is responsible for ensuring that the Vendor's service is produced in such a way that the data protection or data security of the Buyer using the Vendor's services or Svea Payments is not compromised.

The Vendor must send the Buyer an order confirmation electronically or in writing in accordance with the minimum requirements of applicable legislation, such as the Consumer Protection Act.

12. LEGAL ACTION OF THE BUYER AND THE VENDOR

The Vendor is responsible for ensuring that the Vendor's performance obligation towards the Buyer is fulfilled in accordance with the Vendor's offer, terms and conditions and the Consumer Protection Act. Svea Payments is not liable for any legal action between the Vendor and the Buyer, such as orders, contracts or deliveries. Svea Payments is in no way liable for the legal action or the properties, functionality, errors, delays or failure to deliver the product or service that is the subject of the legal action.

The Vendor shall ensure that the Buyer can submit remarks, complaints and claims concerning the Vendor's operations, services and products directly to the Vendor and that remarks, complaints and claims are dealt with promptly and appropriately. For any remarks, complaints and

claims, the Vendor shall provide its contact details to the Buyer in its service.

In addition, Svea Payments is not a party to any refund or other similar situation or dispute concerning a product or service received by the Buyer and is not liable for any corresponding costs. The Vendor or another party acting on behalf of the Vendor is responsible for such matters.

If Svea Payments is obligated by a decision of the consumer authorities or a court, on the Buyer's demand (*on first demand*) or if, in its own opinion, Svea Payments is liable to make payments or compensation to the Buyer under the Consumer Protection Act or other mandatory legislation based on the Vendor's actions or a defect or delay in the product or service offered by the Vendor, the Vendor undertakes, at the request of Svea Payments, to pay Svea Payments the above-mentioned amount of payment or compensation plus interest on arrears and any costs in accordance with the Interest Act.

If, at the demand of the Financial Institution (*on first demand*), Svea Payments is obligated to make a refund transaction, payment or compensation to the Buyer in accordance with the terms of the agreement related to the online payment method applied by the Financial Institution at any given time, either directly or through the Financial Institution, the Vendor undertakes to pay Svea Payments the aforementioned refund transaction, payment or compensation, plus interest on arrears and any costs, if demanded by Svea Payments. Svea Payments is not liable for situations in which the bank or the Financial Institution suspends or returns the payment to the Buyer, thereby preventing the payment from being remitted to the Vendor, nor for the costs arising from these situations.

13. SPECIAL TERMS AND CONDITIONS RELATED TO CARD PAYMENTS

Svea Payments has various agreements with a company providing card payment reception service ("**Acquirer**") for the processing of payments from international card companies. Svea Payments acts in the Payment Facilitator role, i.e. as a payment intermediary and processor, i.e. as a service provider for the payment services offered.

In accordance with these terms and conditions, based on the rules of international card companies, the following due diligence obligations and measures are required of the Vendor offering card payments, in accordance with the provisions and conditions set by binding legislation:

- Due diligence is required of the Vendor in verifying that card payments are not used fraudulently or unlawfully;
- When selling or handing over products of above-average value, such as watches, jewellery or electronics, the Vendor must verify the identity of the recipient;
- A card in the name of the Vendor or the Vendor's owner may not be used to make purchases in the Vendor's own webstore;
- Where applicable, the Vendor must comply with the PCI DSS security standard prepared by the card companies (www.pcisecuritystandards.org) and, upon request, also provide Svea Payments with the required documentation or certification information;
- The Vendor must allow any audits by international card companies or Svea Payments, or their partners, concerning the Vendor's business with regard to the electronic services provided on the basis of these terms and conditions. The subject matter, scope and duration of any audit shall be announced in advance and the audit shall not interfere with the Vendor's normal business. The cost of the audit is borne by the party that demanded the audit and is liable for the audit. Ultimately, it is the Vendor's responsibility to ensure that the audit right is extended up to the Vendor's partners and/or subcontractors;
- The Vendor must comply with the currently valid data protection legislation and make an up-to-date privacy statement available on its website. In addition, the Vendor shall comply with the rules and conditions of the international card companies' programmes securing the Cardholder's information;
- The Vendor shall not purport itself as the service provider in regards to payment services;
- The Vendor shall comply with relevant national and international legislation and otherwise act in accordance with good business practice.

- The Vendor shall clearly present the terms and conditions of the transaction on its website. Svea Payments has the right to require changes to the terms and conditions for card payments if they conflict with the terms and conditions, rules or requirements of international card companies. International card companies have the right to prevent the use of card payments in services or activities where the card company sees a risk to its business or reputation;
- The Vendor shall not accept or deal with payments that the Vendor knows or should know are illegal or fraudulent. In cases of fraud or crime, the Vendor shall cooperate with the investigating (official) body;
- Ultimately, in cases of fraud, the terms and conditions of international card companies in force at the time are followed within the framework of national legislation.
- The Vendor shall not store or retain any Card Information or Card Identification Information used in connection with the Payment Service or receive any Card Information from the Cardholder;
- The Vendor must notify Svea Payments of the required contact, company and industry information and immediately notify Svea Payments of any changes.

Svea Payments is responsible for ensuring that the card payment service offered by Svea Payments complies with the PCI DSS security standard also insofar as the service has been outsourced to, for example, a technical service provider processing card data.

Svea Payments does not store, retain or process card information or card identification data used in connection with the Payment Service. The Vendor shall comply with the terms and conditions of the Agreement between the Parties and the rules and conditions and practices of international card companies valid at any given time. In the event of any conflict between these general terms and conditions and the terms and conditions of the international card companies, the terms and conditions of the international card companies shall apply.

International card companies have the right to refuse or suspend the use of card payments in the Vendor's service and/or the use of the card company's trademark with immediate effect.

International card companies (Visa and Mastercard) own all rights to their trademarks.

14. FORCE MAJEURE

In the event of **force majeure**, both Parties shall have the right to delay, restrict or suspend, in whole or in part, the performance of their obligations under the Agreement. Force majeure shall be deemed to be any sudden, unforeseeable and unexpected event or circumstance that a Party could not have foreseen when entering into this Agreement, and the realisation or effects of which the Party could not have prevented or avoided with reasonable care, and such event or circumstance constitutes a condition based on the Agreement, renders the performance of one or more contractual obligations impossible or substantially difficult or renders the performance economically or otherwise unreasonable.

Svea Payments shall not be liable for losses, delays or errors, the transfer of money transactions or the correctness and completion of settlements or settlement practices in situations that are caused or likely to be caused by a force majeure event outside Svea's sphere of influence.

Examples of situations of force majeure discharging from liability on the basis of the Agreement between the Parties and these terms and conditions of agreement include the following:

- amendments to legislation;
- an order from an authority or a corresponding measure;
- war or threat thereof, rebellion or riot;
- natural disasters;
- a disruption in the flow of mail, automatic data processing, data transfer, other electronic communications or electricity supply independent of Svea Payments, such as an interruption in electricity, cables or data communications or interruptions and disruptions in computer hardware, interruption or delay in Svea Payments' operations caused by fire or other accident;

- industrial action, such as strike, lockout, boycott, embargo or corresponding circumstances that may affect the performance of the Agreement, regardless of whether Svea Payments itself is the subject of or has undertaken such measures.

Force majeure shall also be deemed to be a situation in which measures, practices, regulations or other rules taken by the Financial Institution internally or by the Financial Institution pursuant to regulations or instructions of legislation or authorities, on the basis of which the Financial Institution suspends or fails to implement the payment service initiated by the Buyer or withholds part or all of the payment quantity at the Financial Institution or a party designated by the Financial Institution in such a way that it is not possible to settle the Buyer's payment to the Vendor in any part or according to the usual schedule. For the sake of clarity, such a situation may exist, for example, when the Financial Institution implements obligations concerning the Financial Institution pursuant to the Money Laundering Act (Act on the Prevention of Money Laundering and Terrorist Financing, 28 June 2017/444, as amended). For the sake of clarity, external Financial Institutions are also not necessarily liable to inform Svea Payments, the Buyer or the Vendor of the grounds for their retention or other measures.

If Svea Payments is prevented from performing the measures pursuant to this Agreement in part or full due to the above-mentioned circumstances, the measures shall be postponed until the event of force majeure has ceased to exist. Svea Payments is also entitled to suspend its operations until further notice. If Svea's actions are materially prevented for more than three (3) months due to any of the above-mentioned reasons, either Party may terminate the Agreement in writing without liability to compensate.

Svea Payments shall not be liable for any direct consequences or losses, such as interruption of business or loss of profits or other indirect or consequential loss that has been or can be considered to have been caused by force majeure.

If Svea Payments is prevented from receiving payments due to the circumstances mentioned in this section 14, Svea Payments is only entitled to interest during the existence of the event of force majeure in accordance with the terms and conditions in force on the due date. If the force majeure event affects the Vendor, the Vendor is not liable to pay interest to Svea Payments for the period of validity of the event of force majeure. If the event of force majeure ceases, the cooperation becomes established and continues as usual in accordance with the terms of the Agreement, a Party's rights and obligations to any interest shall remain unaffected and are valid in accordance with these terms of agreement.

15. RESPONSIBILITY FOR CHARGEBACK SITUATIONS

Chargeback generally refers to the refund, adjustment or chargeback of a payment made by the Buyer, which allows the bank that issued the card used as a payment method to demand the payment made by the Buyer to be refunded from the service provider's/Vendor's bank in a situation where the Buyer has not received the products or services paid for or where the order is incorrect or fraudulent or for other reasons. If the Buyer/Cardholder has made payments with a credit, debit or prepaid card and an error, defect or deficiency has occurred in the ordered service or product or it has not corresponded to the description, the Buyer may be entitled to a refund. Svea Payments shall charge such a refund resulting of a Chargeback from the Vendor.

Svea Payments is not responsible or liable for participating in the processing or resolution of complaints arising from Chargebacks. The Vendor is liable for any Chargeback situations and any related investigation work, use of time and costs. The Vendor is also liable for Chargebacks when the Chargeback is based on an unverified card transaction or the Buyer's identity has not been verified.

16. LIABILITY FOR LOSSES AND LIMITATIONS OF LIABILITY

In addition to sections 12 (Legal Action of the Buyer and the Vendor) and 14 (Force Majeure) above, Svea Payments shall not be liable for any indirect or consequential loss caused to the Vendor in connection with Svea Payments' Payment Service, such as loss of profit, loss of income, interruption of service, loss of market, interruption of production or service or other corresponding loss.

Svea Payments' maximum liability towards the Vendor in the event of errors, faults, delays or other situations observed and realised in connection with the Payment Service is, in all situations, irrespective of its duration, origin, scope and severity, limited to the amount in euros remitted by Svea Payments in connection with one (1) payment transaction or a series of payment transactions to which such an event is connected.

The Vendor is liable for any direct loss or loss it causes to Svea Payments through its negligence or by failing to meet its obligations set out in this Agreement. However, if the Vendor causes loss to Svea Payments intentionally or through gross negligence or by failing to meet its obligations set out above in sections 5 (Vendor's obligation to provide information), 6 (Vendor's responsibility for Information related to payment transactions) or 22 (Confidentiality), the Vendor is liable to compensate Svea Payments in full for any loss, including indirect loss, incurred by Svea Payments.

17. SUSPENSION OR RESTRICTION OF SVEA PAYMENTS' PAYMENT SERVICE

Svea Payments has the right to suspend the use of Svea Payments' Payment Service by the Vendor if the Vendor is filed for liquidation, bankruptcy or corporate restructuring proceedings or if a seizure, attachment or other corresponding enforcement measure is brought against the Vendor. Svea Payments shall also have the right to suspend the use of Svea Payments' Payment Service by the Vendor if Svea Payments has reasonable grounds to suspect that Svea Payments' Payment Service is being used in violation of the law or the Agreement, or the use of Svea Payments' Payment Services by the Vendor compromises the information security of Svea Payments, or Svea Payments has reasonable grounds to suspect the compliance of the Vendor's business with the law, regulations, official regulations or good practice.

Svea Payments has the right to suspend the provision of a payment function, payment method or financial service of a specific Financial Institution intended for webstores to the Vendor via Svea Payments' Payment Service if the Financial Institution in question so demands.

Svea Payments also has the right to restrict or suspend the use of the Payment Service or terminate the Agreement with immediate effect if the Vendor does not provide the customer or business information requested by Svea Payments within the required time.

Svea Payments has the right to suspend or restrict the use of Svea Payments' Payment Service if the Customer or an entity belonging to the Customer's group or under its effective control, the Customer's direct or indirect owner, a member of the board of such an entity, the managing director, director, employee, authorised signatory or other representative is subject to International Sanctions, acts on behalf of an internationally sanctioned natural or legal person or does not comply with applicable International Sanctions.

Under the Act on Preventing Money Laundering and Terrorist Financing (28 June 2017/444, as amended), Svea Payments shall report any suspicious transactions and suspicions of terrorist financing to the Financial Intelligence Unit and suspend the business transaction for further investigations to be carried out or refuse the business transaction.

If necessary, measures for identifying or verifying the identity of the Vendor or the Vendor's beneficiary owner cannot be taken, Svea Payments cannot establish or maintain the customer relationship, execute the business transaction, or transfer funds to the Vendor. Svea Payments shall not be liable for any delay of money transfers or settlements or possible other damage or loss resulting from an interruption of business or refusal to carry out a business transaction due to a report on suspicious transactions or suspicions of terrorist financing to the Financial Intelligence Unit.

18. SVEA PAYMENTS' PAYMENT SERVICE USAGE HOURS

Svea Payments' Payment Service is available to the Vendor 24 hours a day, seven (7) days a week, excluding interruptions due to servicing, updates, maintenance, disruptions and other corresponding reasons. Svea Payments does not guarantee uninterrupted use of the Payment Service by the Vendor.

Furthermore, Svea Payments is not liable for errors or disruptions in the services or information systems of the bank or credit institution, Financial

Institution or relevant Transport Company used by Svea Payments, the Buyer or the Vendor.

19. DELIVERY, OWNERSHIP AND SCOPE OF RIGHTS

Svea Payments shall implement Svea Payments' Payment Service at the agreed time and to the agreed extent by Svea Payments and the Vendor. The ownership rights, copyrights, trademarks and other rights (including, but not limited to, patent rights and other intellectual property rights, source code, object code and know-how) relating to Svea Payments' Payment Service or associated documentation belong to either Svea Payments or the Financial Institution. Similarly, the development of Svea Payments' Payment Service, parts thereof or related documentation and all additions, improvements and adaptations that Svea itself or through its subcontractors implements or that the Financial Institution itself or through its subcontractors implements belong to either Svea Payments or the Financial Institution.

The Vendor using Svea Payments' Payment Service undertakes not to publish, modify or redistribute orally, electronically or through other communication channels the information contained in Svea Payments' Payment Service without the written consent of the copyright owner.

The Vendor does not have exclusive right to Svea Payments' Payment Service or the right to transfer Svea Payments' Payment Service to third parties.

The Vendor must not, without Svea Payments' written consent, copy or license, rent, borrow or otherwise let others than the Vendor use Svea Payments' Payment Service directly or indirectly and regardless of any compensation except as specifically permitted in the Agreement.

Svea Payments has the right to implement Svea Payments' Payment Service in full or in part with a third party. Svea Payments is responsible for the work of the third parties it uses as it is for its own work.

A Vendor whose service allows payment with international cards shall comply with the valid regulations on international card companies' trademarks, as published on the websites of the card companies in question.

20. SVEA PAYMENTS TRADEMARK

Notwithstanding section 19, under this Agreement, the Vendor receives the right to use the Svea Payments trademark in connection with Svea Payments' Payment Service. The Vendor undertakes to comply with the instructions on the use of the Svea Payments trademark issued by Svea Payments.

The Svea Payments trademark may not be transferred or used other than in connection with Svea Payments' Payment Service. The right to use the Svea Payments trademark ends at the end of this Agreement, in which case the Vendor undertakes to immediately remove the Svea Payments trademark from its service.

21. VENDOR'S NAME

Unless specifically prohibited in writing by the Vendor, Svea Payments has the right to use the Vendor's name and trademark as a reference in its marketing, among other things.

22. CONFIDENTIALITY

Svea Payments and the Vendor undertake to deal with all confidential information (as defined below) in strict confidence during the term of the Agreement and for at least eight (8) years after its termination, unless a longer confidentiality obligation is laid down by law, and

- not to disclose confidential information to a third party without the prior express written consent of the Party that disclosed it;
- use confidential information only for the purposes for which it was disclosed, unless the disclosing Party gives its prior express written consent for any other use;
- restrict the use of information received from the disclosing Party only to those Representatives whose duties require the processing of the information and who have issued a written non-disclosure agreement, unless the Representative is subject to a statutory obligation of confidentiality; and
- take care of confidential information at least as carefully as its own confidential information.

Business secrets referred to in the Unfair Business Practices Act (1061/1978), including all information concerning Svea or another Svea Group company or unit (such as technical, commercial, administrative, implementation of Svea Payments' Payment Service, security solutions or information regarding the terms and conditions of this Agreement), regardless of whether the information is documented or not, is considered to be confidential information. Confidential information also includes information that is marked or indicated as confidential or to be kept secret. Information that is in the public domain or enters the public domain other than as a result of breach of this Contract is not considered to be confidential information. Personal data is always confidential information, unless otherwise required by mandatory legislation.

The above-mentioned obligations shall not apply to information

- that has been in the public domain or becomes generally known at a later date for reasons other than those for which the Party receiving the information is responsible, or
- which can be proven to have been in the Party's possession before receiving the information from the disclosing Party and which the receiving Party has not immediately obtained from the disclosing Party, or
- which can be proven to have been independently developed by the receiving Party; or
- which must be disclosed in accordance with mandatory law, other regulation or a court decision or binding order issued by an authority.

Information shall not be deemed to be in the public domain or in the possession of the receiving Party solely on the grounds that individual details are public or in the possession of the receiving Party.

Upon discovery of the disclosure or use of confidential information, the receiving Party shall do its best to prevent the disclosure or use of information that has not yet been disclosed. The disclosing Party must be informed immediately of the disclosure of the information.

Notwithstanding the above, the Vendor hereby consents to Svea Payments disclosing all information received from the Vendor concerning the Vendor and other information obtained from the Vendor to the Financial Institutions used by Svea Payments in connection with Svea Payments' Payment Service. The information can be used for preventing, detecting and investigating money laundering and terrorist financing and for initiating investigations into money laundering and terrorist financing and the offence through which the assets or proceeds of crime concerned by the money laundering or terrorist financing are obtained.

Notwithstanding the above, Svea Payments has the right to disclose information about the Vendor, its financial position and this Agreement to the parent, subsidiary, etc., companies belonging to the same group of companies with Svea Payments and to obtain similar information from them for the clarification of creditworthiness as well as for contract management and marketing purposes.

23. AMENDMENTS TO THE TERMS AND CONDITIONS AND OTHER TERMS

Svea Payments has the right to amend the terms and content of this Agreement, including, but not limited to, the price list and invoicing basis, unilaterally. Svea Payments shall notify the Vendor in writing or electronically of any amendments to the terms or content of the Agreement using the contact information provided and maintained by the Vendor in accordance with section 5. If the Vendor does not terminate the Agreement in accordance with the termination procedure of section 7, the amended terms and conditions shall enter into force during the period notified by Svea Payments, but at the earliest one (1) month after Svea Payments has sent the notification to the Vendor.

If an amendment is made to the terms and content of the Agreement, including the prices and invoicing basis, due to the requirements of Svea Payments' refinancers, legislation, changes in exchange rates, taxes (such as value added tax) and other official regulations, or changes in their application, as well as unforeseeable factors beyond Svea Payments' control, such amendments shall enter into force at the time of their entry into force. Svea Payments is not obligated to inform the Vendor separately of such changes. The restrictions on making such changes as set out in Section 7 shall not apply.

Changes made in any other order shall not be valid without the written approval of both Parties.

A waiver by Svea Payments of one or more of its rights under this Agreement shall not prevent Svea Payments from subsequently asserting the same right in a similar or corresponding situation.

24. TRANSFER OF THE AGREEMENT

The Vendor has no right to assign or pledge this Agreement or its rights and obligations under this Agreement to a third party.

Svea Payments has the right to assign and pledge this Agreement or its rights and obligations under this Agreement to a third party.

25. THIRD PARTY CLAIMS

If a third party claims compensation from a Party in relation to or based on or on the grounds of this Agreement, the other Party must be notified of this without delay. If Svea Payments is obligated to pay compensation for loss or other payments to a third party, the Vendor must compensate the loss incurred by Svea Payments due to this when it is not the result of Svea Payments' error or negligence related to adherence with these agreement terms.

26. NOTIFICATIONS

Complaints, termination, cancellation, amendments, information updates and other notices and remarks concerning the execution of the Agreement shall be made in writing. Unless otherwise agreed, notifications are deemed to have been submitted and the recipient is deemed to have become aware of them on the normal business day following the day when

- they were sent by mail to the address stated in the Agreement or specified by the Party later in writing or
- they were sent to the email address stated in the Agreement or specified by the party later in writing.

The Parties shall report changes of address in the manner specified herein.

27. APPENDICES AND ORDER OF APPLICATION

The appendices to the Agreement are listed in the Cooperation Agreement. The Appendices are an integral part of the Agreement.

The Personal Data Processing Agreement is an integral appendix to these General Terms and Conditions.

If the Cooperation Agreement and its appendices are in conflict with each other, the Personal Data Processing Agreement, followed by the Cooperation Agreement, then the other appendices and lastly these General Terms and Conditions shall apply.

28. VALIDITY, TERMINATION AND CANCELLATION OF THE AGREEMENT

Unless otherwise agreed in the Cooperation Agreement, the Agreement valid is valid until further notice.

Unless otherwise agreed in the Cooperation Agreement, the Parties may terminate the Agreement with a notice period of one (1) month by giving notice in the manner specified in this section 28. The account is deemed to have ended on the last day of the month following the month of notice.

Svea Payments may immediately and unilaterally exclude specific Payment Methods from the Payment Service used by the Vendor if Svea Payments or one or more of the Financial Institutions offering the aforementioned Payment Methods deems it appropriate to exclude these Payment Methods. Svea Payments shall immediately notify the Vendor of discontinued Payment Methods.

Svea Payments shall have the right to terminate the Agreement and immediately terminate the Svea Payments Payment Service offered to the Vendor if:

- Svea Payments finds that the Vendor has payment default entries;
- the Vendor is in material breach of the terms of this Agreement;

- The Vendor's practice, service or marketing is not in accordance with the law, regulation, official order or good practice;
- The Vendor fails to provide Svea Payments with the information or clarifications requested by Svea Payments within a reasonable period of time in such a way that it is not possible to take the necessary measures to identify or verify the identity of the Vendor or the Vendor's beneficial owner,
- The Vendor becomes insolvent, the Vendor is threatened with insolvency or Svea Payments otherwise has reason to assume that the Vendor will not fulfil its obligations under the Agreement
- the Vendor is declared bankrupt or placed in liquidation or debt restructuring, or is the subject of an application for such measures or an enforcement measure, or becomes the subject of corporate restructuring; or
- The International Sanctions Declaration issued by the Vendor to Svea Payments in accordance with section 6 of these Terms and Conditions proves to be incorrect.

Neither Party is entitled to terminate a fixed-term Agreement prematurely or during the term of the fixed-term Agreement. A fixed-term Agreement may be terminated prematurely during the fixed-term Agreement term only for particularly compelling reasons agreed upon by the Parties and listed in these terms and conditions.

The Parties agree that the fixed term may be terminated with immediate effect on the following grounds:

- (i) the other Party files for or is placed in bankruptcy, liquidation or debt restructuring or becomes insolvent and unable to perform its obligations under this Agreement or otherwise ceases to conduct business;
- (ii) the other Party is in material breach of or neglects the terms of this Agreement and its obligations under it and does not remedy such breach and/or negligence within thirty (30) days from the date of receipt of a written notice by the Party of such breach and/or negligence;
- (iii) The International Sanctions Declaration issued by the Vendor to Svea Payments in accordance with section 5 of these Terms and Conditions proves to be incorrect

Svea Payments has the right to suspend and prevent the Vendor's use of the Payment Service and ultimately terminate the Agreement between the Parties, regardless of the duration and nature of the agreement, if Svea Payments discovers that the Vendor has caused damage to Svea Payments' Payment Service, a part of it or otherwise caused loss or damage in connection with the use of Svea Payments' Payment Service contrary to these terms and conditions and the purpose of the Agreement between the Parties.

At the end of the fixed term of the Agreement, the Agreement shall continue in force until further notice at the prices in accordance with the currently valid general price list, unless otherwise agreed in writing between Svea Payments and the Vendor.

Svea Payments shall immediately notify the Vendor of the termination of the Agreement.

The Vendor shall immediately notify Svea Payments of the Vendor's possible insolvency or threat thereof, if the Vendor intends to file for bankruptcy or debt restructuring proceedings, has been declared bankrupt, the related debt restructuring proceedings have been commenced, the debt restructuring programme has been confirmed and if the debt restructuring proceedings are suspended after the commencement of the restructuring proceedings.

If the Vendor is removed from the Trade Register, the Agreement between Svea Payments and the Vendor is automatically cancelled and Svea Payments terminates the Svea Payments Payment Service offered to the Vendor with immediate effect. Svea Payments shall immediately inform the Vendor of the above situation.

At the end of the Agreement, the Vendor has access to Svea Payments' vendor services for thirty (30) days after the end of the Agreement. If the Agreement is terminated due to cancellation, the Vendor's right to access Svea Payments' vendor services may be terminated at the end of the Agreement.

The Vendor is responsible for ensuring that refunds to the Buyers can be made to the Buyer without delay even after the use of the service has been suspended or terminated. The Vendor is responsible for ensuring that refunds to the Buyers are dealt with in accordance with the law.

Notwithstanding section 28, if the Agreement between Svea Payments and the company offering the card payment reception service ends, this Agreement will end simultaneously with regard to card payments. Svea Payments may also immediately suspend or prevent the use of card payments in the Vendor's service if the Vendor does not comply with these general terms and conditions or the terms and conditions of international card companies, or if fraudulent shopping behaviour, fraud or misuse is detected in the Vendor's service.

29. COMPLETE AGREEMENT

This Agreement and its appendices shall supersede all written and oral commitments and promises predating the Agreement.

30. PLACE OF JURISDICTION

This Agreement is governed by the laws of Finland. The Parties aim to resolve through negotiations any disputes arising between the contracting parties concerning the content or interpretation of the Agreement and any payments made under it. If a dispute cannot be resolved through negotiations, the matter shall be resolved by the District Court of Helsinki.

APPENDIX: AGREEMENT ON THE PROCESSING OF PERSONAL DATA IN SVEA PAYMENTS' PAYMENT SERVICE ("Personal Data Processing Agreement")

In accordance with the Agreement, Svea Payments offers the Vendor Svea Payments' Payment Service, which requires the processing of Personal Data. The Data Protection Act requires an agreement on personal data processing between the Controller (**Vendor**) and Processor (**Svea Payments**) when the implementation of the duties specified in the Agreement requires the processing of Personal Data. The Processing of Personal Data between the Parties is agreed in more detail in this agreement on the processing of Personal Data in Svea Payments' Payment Service (hereinafter referred to as the "**Personal Data Processing Agreement**"), in order to fulfil the requirements of the General Data Protection Regulation and other legislation concerning the Processing of Personal Data.

1. DEFINITIONS

The definitions set out in the general terms and conditions of the Agreement are used in this Personal Data Processing Agreement. In addition, the following definitions are used in the Personal Data Processing Agreement:

Subcontractor refers to a subcontractor that processes Personal Data on behalf of and under mandate from the Processor.

Personal Data refers to all information relating to an identified or identifiable natural person. A natural person is deemed identifiable when he or she can be directly or indirectly identified based on specific identifying information, such as a name, a personal identity number, location data, online identifiers or one or several distinctive physical, physiological, genetic, psychological, financial, cultural or social factors. The Personal Data processed by Svea Payments is specified in section 3.

Third party refers to a party other than the Controller or Processor.

Processor refers to Svea Payments, i.e. the party to the Agreement that processes Personal Data on behalf of the Controller.

Processing refers to functions that are aimed at personal data or data sets containing personal data by using either automatic or manual data processing. Processing may be collecting, saving, organising, storing, modifying, using, transferring, disclosing, connecting, limiting or removing information, or other measures directed to personal data.

Controller refers to the Vendor, i.e. the Party to the Agreement that either alone or with others specifies the purposes of the Processing of Personal Data.

Data Subject refers to an identified or identifiable natural person whose personal data is processed.

The General Data Protection Regulation refers to Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Data Protection Legislation refers to the currently valid General Data Protection Regulation and the national personal data protection laws and regulations based on it, including the Data Protection Act of 5 December 2018/1050.

Data Security Infringement refers to a data security infringement as a result of which the transferred, saved or otherwise processed Personal Data is accidentally or illegally destroyed, lost, changed, disclosed or accessed without permission.

Supervisory Authority refers to an independent public authority established by a Member State under Article 51 of the General Data Protection Regulation, such as the Office of the Data Protection Ombudsman.

2. BACKGROUND AND PURPOSE

The Parties have entered into an Agreement under which the Processor offers the payment services referred to in the Agreement to the Controller. In order for the Processor to offer these services, the Processor must process the Controller's Personal Data.

The purpose of this Personal Data Processing Agreement is to ensure the sufficient level of data protection and data security of the Controller's Personal Data processed by the Processor as well as the principles and rules of data protection and data security that the Processor undertakes to comply with when providing service to the Controller.

This Personal Data Processing Agreement applies to the Processing of Personal Data related to the provision of payment services. When offering the payment service, Svea Payments acts as the **Processor** and the Vendor acts as the **Controller** of the data that the Vendor transmits to Svea Payments.

The Controller is responsible for ensuring that the written instructions issued by the Controller to the Processor for the processing of Personal Data comply with the legislation applicable to the processing of Personal Data and the regulations and instructions issued by the authorities. Both Parties are responsible for ensuring that Personal Data is dealt with in accordance with the General Data Protection Regulation, Data Protection Legislation and other applicable legislation, as well as the regulations and instructions issued by the authorities.

3. PROCESSING OF PERSONAL DATA

The Processor processes the following Personal Data transmitted by the Vendor, for which the Vendor is the Controller:

- Name of the buyer and delivery recipient
- Buyer's email address
- billing and delivery address
- telephone number
- personal identity code (only when paying with invoice and part payment methods, if already requested in the webstore)
- IBAN account number when it is received from the Vendor or through a service used by the Vendor

The Parties undertake to comply with the legislation and regulations concerning the processing of Personal Data valid in Finland and in the EU as well as other regulations and instructions issued by the authorities. The Controller asserts that it has the technical and organisational measures required by the Agreement in place, by which it is possible to ensure and establish that the processing has been appropriately implemented and safeguarded.

The Controller guarantees that it has the right to process the Personal Data in accordance with the applicable Data Protection Legislation before disclosing the Personal Data to the Processor. The Controller confirms that it has the sole responsibility for determining the purpose of the Processing of the Personal Data. The Processor has the right to process personal data disclosed by the Controller and the Controller's other data only in accordance with law, the Agreement, this Personal Data Processing Agreement and the Controller's written instructions and only to the extent and in the manner that is necessary for providing the service under the Agreement.

Unless other obligations under the Data Protection Legislation or other legislation apply, the Processor shall only deal with Personal Data transmitted by the Controller in accordance with this Personal Data Processing Agreement and the written instructions issued by the Controller. If the Processor does not have instructions on the Processing of Personal Data in a specific situation or if any of the Controller's instructions are contrary to the Data Protection Legislation or other legislation, in which case the Processor must nevertheless inform the Controller of this legal requirement without undue delay, unless such notification is prohibited by the relevant law. The Processor does not take action that is against its own data protection instructions or the applicable Data Protection Legislation.

When processing Personal Data, the Processor complies with and adheres to the applicable Data Protection Legislation and other applicable official rules, recommendations and regulations.

The Processor shall immediately transfer to the Controller all requests from Data Subjects concerning the review, correction or removal of personal data or objections to processing personal data or other requests. Upon the Controller's request, the Processor shall support the Controller in the fulfilment of the requests presented by Data Subjects.

The Processor shall direct all authorities' enquiries concerning Data Subjects' data to the Controller and wait for additional instructions from the Controller. Unless otherwise separately agreed on a case-by-case basis, the Processor is not authorised to represent the Controller or act on behalf of the Controller toward authorities supervising the Controller.

The Processor shall assist the Controller in ensuring that the obligations laid down in the General Data Protection Regulation are complied with, taking into account the nature of the processing and the related data.

Information recorded in the data file may be disclosed as allowed and obligated by the legislation valid at the given time, for example, with the consent of the Data Subject, upon the request of an authority or pursuant to a court decision. For the sake of clarity, the Processor may disclose the Data Subject's personal data received from the Controller when required by legislation or an order or instruction issued by an authority and in the event of (suspected) misuse to Financial Institutions. In addition, data may be disclosed to companies within the same group to the extent permitted by law.

4. SUBCONTRACTORS

The Processor may use subcontractors without the Controller's specific prior written consent.

The Processor shall not disclose Personal Data to any other than approved subcontractors. However, information may be disclosed, if required by law, to authorities for the fulfilment of their statutory duties or if other legislation requires the disclosure of information.

The Processor shall enter into a written agreement with the subcontractors, under which the subcontractors undertake to comply with the terms of this Agreement, in particular providing sufficient guarantees that the appropriate technical and organisational measures related to the Processing are implemented in such a way that the Processing complies with the requirements of the General Data Protection Regulation. The Processor is responsible for the operations of its subcontractors as for its own.

5. PROCESSING OUTSIDE OF THE EU/EEA

Personal data are not transferred outside the EU/EEA.

6. DATA SECURITY

The Processor shall take measures to ensure its ability to guarantee the ongoing confidentiality, integrity, availability and resilience of the processing systems and services. The Processor has the ability to rapidly restore the availability and access to Personal Data in the event of a physical or technical failure. The Processor monitors and assesses its own data security regularly.

The Processor and the Controller are both for their own part responsible for ensuring that the systems and telecommunications used in the processing of personal data are protected through appropriate and up-to-date data security solutions. The Processor shall immediately notify the Controller if it detects any shortcomings jeopardising data security.

The Processor has sufficient data security practices in place, and it ensures that the personnel processing the data is aware of the processing routines and instructions as well as the Controller's instructions.

The Controller maintains a description on the processing measures and on all processed personal data as required by the General Data Protection Regulation. The Controller maintains and regularly updates the documentation that describes how data security is implemented. For its part, the Processor maintains a description of the processing activities required by the General Data Protection Regulation.

The Processor's employees and/or subcontractors used by the Processor shall only have access to the Personal Data for the performance of their duties.

The Processor's personnel carrying out the Processing are subject to a statutory obligation of confidentiality. If necessary, the Processor's personnel who carry out the processing must undertake to comply with the non-disclosure obligation.

7. PROCESSING OF DATA SECURITY INFRINGEMENTS

The Processor shall notify the Controller without undue delay of any data security infringements of which it becomes aware, such as data breaches, accidental or unlawful erasure of data, destruction, alteration, unauthorised disclosure of or access to the data. As far as is possible, it must be described in the notice what has happened, whose data and what data the infringement concerns as well as estimated volumes.

In addition, the Processor shall notify the Controller of other material disruptions or problem situations in the service provided by the Processor that may affect the position and rights of the Data Subjects.

The Processor shall, without delay, resolve the reasons and impacts of the infringement and take necessary action to stop the infringement, mitigate adverse effects and prevent similar infringements. The Processor shall, without undue delay, document the results of the investigation and the measures taken to the Controller.

The Processor must act in cooperation with the Controller and ensure that the Controller has the documentation on data security infringements required by law and data protection authorities in its use. The party by whose actions or in whose systems the data security infringement took place and who according to the applicable data security legislation is liable for the data security infringement is liable for costs resulting from the data security infringement and relating to its prevention and repair.

8. AUDITING

The Processor shall make available to the Controller all information necessary to demonstrate the Parties' compliance with the obligations provided for in the General Data Protection Regulation. Based on a written notice presented by the Controller in reasonable time in advance, the Controller or an auditor authorised by it (however, not the Processor's competitor) may annually audit that the Processor and its subcontractors process the Controller's personal data in accordance with this Personal Data Processing Agreement. The Controller and/or authorised auditor must sign a non-disclosure agreement before carrying out the inspection. The inspection must be carried out during office hours and must not unreasonably interfere with the Processor's other obligations. The subject of the inspection is only the Processing of Personal Data and material essentially related to it in accordance with this Personal Data Processing Agreement.

If failures are detected in the audit, the Vendor shall rectify the detected failures and shortcomings without delay. The Controller is liable for the costs of the audit. If the audit establishes that the Processor has been in material breach of this Agreement or the General Data Protection Regulation or other obligating legislation, the Processor shall compensate the Controller for the external costs resulting from the audit and the inspection of remedies made based on it according to the auditor's invoice.

9. LIMITATIONS OF LIABILITY

The Processor shall not be liable for any immediate or indirect losses, delays or delays arising from the processing of personal data as a consequence of the Controller's compliance with written instructions in connection with the Payment Service, if it is already established after the start of the processing of personal data that the Controller's written instructions have been, to specific extents, inadequate in relation to the General Data Protection Regulation, legislation or regulations or instructions issued by authorities and the Processor has suspended such processing of personal data after discovering the inadequacy.

The Processor is only responsible for such liabilities, measures and claims that are caused to Data Subjects, the Controller and its management, officers, personnel or contracting parties due to the Processor having processed the Controller's personal data or other data intentionally or through gross negligence contrary to the legislation, this Personal Data Processing Agreement or the Controller's written instructions.

10. TERM OF THE AGREEMENT AND EXPIRY OF THE AGREEMENT

The terms and conditions of this Personal Data Processing Agreement shall apply for as long as the Processor in any manner processes Personal Data provided by the Controller. The Personal Data Processing Agreement is an integral part of the Agreement and its general terms and conditions, and this Personal Data Processing Agreement cannot be termi-

nated separately from the Agreement. After the termination of the Agreement, the Processor shall erase the Personal Data provided by the Controller in accordance with its own erasure processes.

11. CONFLICTS AND CHANGES

This Personal Data Processing Agreement forms an integral part of Svea Payments' general terms and conditions for payment services, which are an integral part of the Agreement. If the terms and conditions of this Personal Data Processing Agreement and the general terms and conditions of Svea Payments' Payment Service or the Agreement are in conflict, the terms and conditions of this Personal Data Processing Agreement shall take precedence.

12. GOVERNING LAW, DISPUTES AND PLACE OF JURISDICTION

Governing law, dispute resolution and place of jurisdiction shall be governed by the terms and conditions of the Agreement.