

These general terms and conditions (hereinafter “**Agreement**”), together with a separate service agreement entered between Svea Payments Oy (hereinafter “**Svea Payments**”) and the Merchant engaged in distance selling via the Internet (hereinafter “**Merchant**”), constitute an entire agreement.

1. OTHER DEFINITIONS

Buyer shall refer to a natural person or organization that does business in the Merchant’s online store that is connected to the Svea Payments service, and either pays for their purchases to the Merchant using the Svea Payments service or confirms they will pay for their purchases from the Merchant by invoice, part payment, B2B invoice or card provided by a Financial institution.

Customer funds account shall refer to the current bank account designated by Svea Payments to which a payment by the buyer or Financial institution is directed. The funds in a Customer funds account are kept separate from Svea Payments’ own funds.

Registered shipment shall refer to a freight, parcel or letter shipment from the Merchant to the Buyer by a Shipper, for which the Shipper has given a unique shipping code.

Shipper shall refer to a carrier by which the Merchant can deliver a product ordered by the buyer to the Buyer.

Appendix refers to the appendix concerning the processing of personal data, which as of 25 May 2018 forms a part of these general terms and conditions applied to the Svea Payments service, and which was updated 13 December 2019.

Post payment conversion -service shall refer to an additional feature of the Svea Payments service, where Svea Payments offers the Buyer the opportunity to convert the payment method for an already paid purchase.

Svea Payments service shall refer to the service and operating principle by which Svea Payments accepts and stores funds upon request of the buyer or Financial institution, on behalf of the Buyer or Financial institution, in Svea Payments’ Customer funds account and remits these to the Merchant. The service and operating principle of the Svea Payments service is described in greater detail on Svea Payments’ website and in Section 2 below.

Returns management service shall refer to an additional feature of the Svea Payments service, in which Svea Payments remits to the Merchant a payment by the buyer that is addressed to the Merchant, after Svea Payments has received reliable evidence that the Merchant has delivered the product purchased by the Buyer or performed the service ordered by the Buyer, and/or after the review period of section 9 has expired.

Financial institution shall refer to a credit institution, finance company or an entity that transmits credit card payments which has granted Svea Payments the right to use the Financial institution’s payment function, method or financing service intended for online stores.

Refund after the review period shall refer to a refund which is made by the Merchant after Svea Payments has remitted the funds to the Merchant.

2. OPERATING PRINCIPLE OF THE SVEA PAYMENTS SERVICE

2.1 Online bank payments and card payments

By virtue of this Agreement the Merchant accepts the operating principle of the Svea Payments service, according to which Svea Payments stores funds on behalf of the buyer or Financial institution in Svea Payment’s Customer funds account and remits such a payment by the buyer that is addressed to the Merchant to a bank account provided by the Merchant, after Svea Payments has received a reliable account that the payment has been registered to Svea Payment’s Customer funds account.

In the case of Returns management service, settlement is not made until Svea Payments has received reliable evidence that the Merchant has delivered the product ordered by the Buyer or performed the service ordered by the Buyer, and/or the review period of section 9 has expired.

2.2 Invoice, part payment and B2B invoice

In cases of invoice, part payment and B2B invoice and depending on the selected Financial institution, the Merchant either transfers its receivables from its Customers to the Financial institution, or the Buyer enters into an agreement on payment of the receivable and/or financing with the Financial institution. In this case the Merchant accepts the operating principle of the Svea Payments ser-

vice, according to which Svea Payments stores funds received from the Financial institution on behalf of the Financial institution in Svea Payments’ Customer funds account, and remits such a payment by the Financial institution addressed to the Merchant to a bank account provided by the Merchant, after Svea Payments has received reliable evidence that the payment from the Financial institution has been registered to Svea Payments’ Customer funds account.

In the case of Returns management service, the settlement is not done until Svea Payments has received reliable evidence that the Merchant has delivered the product ordered by the Buyer or the Merchant has performed the service ordered by the Buyer and/or the review period of Section 9 has expired.

2.3 Technical service

In the event there are payment methods used by the Merchant, in which Svea Payments only transmits information about a payment transaction but does not accept funds to the Customer funds account, Svea Payments is not responsible in any way for remitting payments. Payment transactions reported by Svea Payments are based on information provided by the entity providing the payment method; Svea Payments is not responsible for the accuracy of said information.

3. INTEREST

Interest is not paid to the Merchant on funds in the Customer funds account.

4. CONNECTING TO THE SVEA PAYMENTS SERVICE

The Merchant connects to the Svea Payments service by signing a separate service agreement to which these General terms and conditions shall be attached.

When subscribing to the Svea Payments service, the Merchant may select the online payment methods and financing services which Financial institutions at the time have granted to Svea Payments. However, before using online payment methods and financial services it may be necessary that the Financial institution first approves the Merchant. Furthermore, the Financial institution may 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 shall be removed from usage by the Merchant without any liability for compensation by Svea Payments.

The Merchant shall notify Svea Payments no less than one (1) month beforehand if the Merchant plans to remove the Svea Payments service from its online store.

5. DATA TO BE GIVEN IN CONNECTION WITH SUBSCRIBING

In connection with subscribing to the Svea Payments service the Merchant shall provide Svea Payments with the identification and contact data required at any given time by Svea Payments, as well as bank account number and bank information.

The Merchant shall provide Svea Payments with new identification and contact data as well as new bank account and bank information without delay if they change. The Merchant accepts that Svea Payments can verify the data given by the Merchant, for instance from the databases of The Population Register Centre, Suomen Asiakastieto Oy and / or the National Board of Patents and Registration.

At the request of Svea Payments, the Merchant shall immediately update the identification and contact data it has provided and supplement the given data to the degree required by legislation and regulatory guidelines.

The Merchant’s information shall be deleted when it is no longer required by law to retain it. The time period during which the information is stored is influenced by e.g. the Law on the Prevention of Money Laundering and Terrorist Financing (444/2017), the Accounting Act (30.12.1997/1336) and obligations of verifying evidence of contractual relationships. As a result, we will in principle retain information for 10 years after the termination of the customer relationship.

5.1 Processing of data

Svea Payments acts as the payment service provider for Merchants. Svea Payments acts as a data processor in the case of bank payments and comparable payments, as well as card payments, invoice and part payments. Svea Payments acts as a registrar in the case of returns and converting the payment method through the Returns management service. The processing of data is further specified in the appendix to these general terms and conditions: Processing of Buyer’s personal data in the Svea Payments service, in order to fulfil the requirements on the processing of personal data set forth in the general

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

6. RIGHT TO TRANSFER MERCHANT'S INFORMATION

By virtue of this Agreement the Merchant gives Svea Payments its consent to transfer all of the data concerning the Merchant that it has received from the Merchant, as well as other data acquired about the Merchant, to Financial institutions which Svea Payments uses at any given time in connection with the Svea Payments service. The KYC (know your customer) information and personal data provided by the Merchant may be used to prevent, detect and investigate money laundering and terrorist financing, and for the investigation and/or exposure of money laundering, terrorist financing or any crime in which assets or criminal gain has been obtained through money laundering or terrorist financing.

Svea Payments is part of the Svea Ekonomi Group and Merchant information may be disclosed to group companies for the purpose of conducting, targeting and monitoring marketing communications, including electronic direct advertising, distance selling or other direct marketing as well as polls, surveys and market research or other comparable addressed letter or marketing contest, nevertheless without disclosing Merchant information to third parties.

7. MERCHANT'S RESPONSIBILITY CONCERNING DATA

A payment by the buyer or Financial institution that is addressed to the Merchant is remitted to the Merchant according to the information provided by the Merchant to Svea Payments. The Merchant is responsible for ensuring that the Merchant provides Svea Payments with the identification and contact information and order data required by Svea Payments.

By conveying identification data concerning a shipment and Shipper to Svea Payments, the Merchant simultaneously gives its consent to Svea Payments to use the said identification data for tracking deliveries.

The Merchant is responsible for the accuracy of the data provided in this section 7. The Merchant is also responsible for ensuring that the basis and amount of the receivable from the Buyer to the Merchant are undisputed and in compliance with the terms of this Agreement.

Svea Payments is not liable for damages caused by errors or deficiencies in the identification and contact information or order data given by the Merchant specified in this section 7 and is not liable for the delay in remitting a payment by the buyer or Financial institution addressed to the Merchant or if a payment is remitted to the wrong account on the basis of incorrect payment contact data given by the Merchant in section 5 above.

8. FEES AND COSTS

Svea Payments shall, for each payment by the buyer or Financial institution addressed to the Merchant that has been successfully transmitted, charge the Merchant a commission in accordance with Svea Payments' price list or the service agreement. The payment transaction services provided by Svea Payments are financial services free of VAT. However, should the tax practice or interpretation change and the service was found to be subject to VAT by a decision of the tax authorities, courts or similar, VAT would be added to the price charged.

The commission based on the price list or service agreement is either automatically deducted from a payment that is transferred/settled by Svea Payments to the Merchant in accordance with this Agreement (net settlement), or, if this has been agreed on, is invoiced separately afterwards (gross settlement). Any other agreed payments or fees or costs shall be invoiced separately.

Svea Payments also has the right to charge the Merchant a commission based on the service agreement for interrupted orders, if a payment by the buyer or Financial institution addressed to the Merchant has been transferred to Svea Payments' Customer funds account.

If an Enforcement Office sends Svea Payments a notice to withhold payments to the Merchant, Svea Payments shall comply with the withholding notice. Amounts specified by the withholding notice shall be deducted from payments remitted to the Merchant under this Agreement. Svea Payments shall charge the Merchant a fee in accordance with the price list for compliance with notices of the Enforcement Office and the ensuing work. Svea Payments reserves the right to deduct this fee from a payment to be remitted by Svea Payments to the Merchant according to this agreement, or alternatively invoices the amount of the fee separately.

Svea Payments has the right to change the amount of the commission. Svea Payments shall notify the Merchant of pricing changes in accordance with section 23 (Amendment of Terms and Conditions). Svea Payments has the right to charge the new commission or fee no earlier than one (1) month after the notification has been sent to the Merchant. This Agreement shall continue as amended unless the Merchant sends a written notice to Svea Payments within one (1) month of the sending of the notification, indicating that the Merchant does not accept the amount of the new commission or fee. If the Merchant does not accept the amendment to the commission or fee, the Merchant has the right to terminate this Agreement in accordance with section 25.

If the Merchant and Svea Payments have made a fixed-term agreement, Svea Payments can, during the duration of the fixed term, change the prices only if fees charged by Financial institutions have changed significantly.

If the Merchant terminates an agreement before the expiry of a fixed term, Svea Payments is entitled to a termination fee in accordance with the price list.

After the expiry of the fixed term, the agreement will continue until further notice, at prices according to the price list in force at the time.

9. REFUNDING MONEY TO BUYER

9.1 Conditions for a refund

If the Merchant is using Svea Payments' Returns management service, funds can be refunded to the Buyer in accordance with section 9 of this agreement. In the case of card payments, refunds to the Buyer's card are always, regardless of the type of service, made through Svea Payments, in accordance with the terms and conditions of the card issuing company. The Merchant can also refund funds to the Buyer as a Refund after the review period in accordance with section 9.4, if the payment method chosen by the Buyer allows this.

If the Merchant is unable to deliver a product or perform a service ordered by the buyer, the Buyer can cancel the order before or during the review period specified in section 9.2 and thereby cancel the transfer of funds to the Merchant, by giving a new order to Svea Payments whereby the money is refunded in full or to the extent agreed to the Buyer either directly or through the Financial institution.

If the Merchant has not delivered the product or performed the service ordered by the Buyer to the Buyer by the deadline agreed by the Merchant and Buyer, and the Buyer has notified Svea Payments of this within the review period specified in section 9.2, Svea Payments shall refund the money received from the Buyer either directly or through a Financial institution in full to the Buyer, after Svea Payments has received reliable evidence of the non-delivery of the product or non-execution of the service.

If the buyer refuses to accept or fails to pick up a product or service delivered by the Merchant to the Buyer as a registered shipment, or if the buyer in the position or role of a consumer notifies Svea Payments that he or she is exercising his or her right of withdrawal in accordance with the Consumer Protection Act of Finland within the review period specified in section 9.2 or before receiving the product or service, Svea Payments shall refund to the Buyer the money received by Svea Payments from the Buyer directly or through a Financial institution, after the Buyer and Merchant have made the appropriate cancellation notice to Svea Payments. If the Merchant has delivered the product or service to the Buyer in some way other than by registered shipment, the Buyer must notify Svea Payments of his or her refusal to accept or pick up the order within the review period specified in section 9.2, in order for Svea Payments to refund the money to the Buyer in accordance with the aforementioned procedure and terms and conditions.

Notwithstanding the foregoing, if the Buyer refuses to receive or pick up a product or service pursuant to Section 16 of Chapter 6 of the Consumer Protection Act of Finland, Svea Payments can refrain from refunding the Buyer's money to this extent, provided that the Merchant has provided Svea Payments with reliable evidence that the product or service in question does not fall within the scope of the right of withdrawal under the Consumer Protection Act of Finland.

The Merchant shall notify Svea Payments without delay if the buyer has refused to accept or pick up a product or service ordered from the Merchant, or notifies the Merchant that he or she will exercise his or her right of cancelling the order pursuant to the Consumer Protection Act of Finland.

9.2 Review period

The Review period is specific to the Merchant, but Svea Payments recommends using the 14 days stipulated in the Consumer Protection Act of Finland as the review period. Svea Payments shall always notify the Buyer of the duration of the review period used by the Merchant. For shipments that are not registered,

at least five (5) days are always added to the review period used by the Merchant.

For Registered shipments, the review period begins when Svea Payments has received information from the Shipper that the Buyer has received the product that he or she ordered from the Merchant. For shipments that are not Registered shipments, the review period begins when the Merchant has notified Svea Payments of the sending of the shipment, the arrival of the shipment or the performance of the service.

Money shall be refunded as indicated above to the Buyer after Svea Payments has received a reliable account that the product has been returned to the Merchant and/or the Merchant has accepted the cancellation of the product or service. If the Buyer has used a credit type method of payment, and the Buyer has not paid the credit to the relevant Financial institution, the money shall be refunded to the Financial institution.

If the Buyer does not provide the aforementioned notice to Svea Payments during the review period, Svea Payments shall transfer/credit the payment of the Buyer addressed to the Merchant to the Merchant after the review period has expired without undue delay.

9.3 Invoice, part payment and B2B invoice

The cancellation of an order shall be taken into account in future settlements of the Financial institution to the Merchant concerning invoice, part payment and B2B invoice after Svea Payments has received reliable evidence that the product has been returned to the Merchant and/or the Merchant has approved the cancellation.

If the Merchant has not delivered a product or performed a service ordered by the buyer from the Merchant to the Buyer within the time limit agreed by the Merchant and Buyer, and the Buyer has notified Svea Payments of this within the review period specified in section 9.2, Svea Payments shall inform the Financial institution of the matter after Svea Payments has received a reliable account of the failure to deliver the product or perform the service. If the Financial institution has already credited the Merchant, the payment shall be recovered either by deducting the payment in question from future settlements between the Financial institution and Merchant regarding invoice, part payment or B2B invoice or by separately invoicing the Merchant for the payment.

Any amendments to the Buyer's invoice, part payment or B2B invoice agreement shall be agreed between the Buyer and the Merchant or between the Buyer, the Merchant and the Financial institution. Svea Payments shall, if necessary, provide information to the Financial institution of the need to make an amendment.

9.4 Refund after the review period

The Merchant can make refunds to the Buyer after the review period. In this case the Merchant makes a payment to Svea Payments' Customer funds account using information given by Svea Payments (account number, amount and reference number). Svea Payments makes the refund after the payment to the Customer funds account has been confirmed.

10. FUNCTIONALITY AND DATA SECURITY

Svea Payments is responsible for ensuring that the Svea Payments service functions according to the Agreement. Svea Payments and the Merchant are responsible for ensuring that the data security for their respective information systems is properly organized and that the systems are reliably protected against unauthorized access.

11. RECLAMATIONS

Reclamations related to defects of the Svea Payments service pursuant to this Agreement must be submitted within fourteen (14) days of noticing the defect, after which the Merchant has forfeited its right to allege a defect.

Reclamation claims shall be submitted by email to reklamaatio@svea.fi.

12. CONDITIONS ON THE MERCHANT'S SERVICE

The Merchant agrees to produce and market products and services that are connected to the Svea Payments service in a businesslike manner and in such a way that the conduct of the Merchant is in accordance with the law, regulations, regulatory provisions and otherwise in accordance with good practice and reasonable. The Merchant shall in its marketing make sure that the Merchant's service and the Svea Payments service, as well as the responsibility for each, cannot be confused.

The Merchant shall make sure that the service of the Merchant is technically produced in such a manner that the privacy protection or data security of Svea Payments or the Buyer using the Merchant's services are not compromised.

The Merchant shall send the Buyer an order confirmation electronically or in writing and shall provide the Buyer with the possibility to read the confirmation electronically (for example on its website).

13. LEGAL ACTS OF THE BUYER AND MERCHANT

The Merchant is responsible for ensuring that the Merchant's obligation to perform with regard to the Buyer is satisfied in accordance with the Merchant's offer, contract terms and the Consumer Protection Act. Svea Payments is not responsible for any legal acts between the Merchant and the Buyer, relating to for example an order, agreement or delivery. Svea Payments is not in any way responsible for the features, functionality, defect, delay or failure to deliver the product or service that is the object of the legal act.

The Merchant shall ensure that the Buyer has the possibility to deliver comments, complaints and claims concerning the operations, services and products of the Merchant directly to the Merchant, and that the comments, complaints and claims are handled without delay in an objective manner. The Merchant shall provide its contact information in the service to the Buyer for possible comments, complaints and claims.

Svea Payments shall also not be a party to returns or other such issues between the Merchant and the Buyer regarding a product or service already received by the Buyer, nor shall it be responsible for expenses related to these issues.

If Svea Payments is obligated by a decision of consumer protection authorities or a court ruling to make payments or reimbursements based on the operation of the Merchant or the delay or defect of a product or service of the Merchant, the Merchant undertakes to pay the amount of the aforementioned payment or reimbursement to Svea Payments, if so required by Svea Payments, plus interest for late payment in accordance with the Interest Act.

If Svea Payments is obligated by a claim by a Financial institution to make a reimbursement transaction in accordance with the terms and conditions of the agreement related to the online payment method provided by the Financial institution, to the Buyer either directly or through the Financial institution, the Merchant undertakes to pay the amount of the aforementioned payment or reimbursement to Svea Payments, if so required by Svea Payments, plus interest for late payment in accordance with the Interest Act.

14. SPECIAL TERMS FOR CARD PAYMENTS

Svea Payments has agreed with a card acquirer on the processing of payment transactions offered by international card issuing companies. According to this agreement and the terms and conditions of the international card issuing companies:

- the Merchant must exercise caution to ensure that cards are not used for fraudulent payments. The card payments must always be verified using 3DS-verification, unless the Merchant and Svea Payments have agreed in writing on some other process. Expensive products, such as watches, jewelry or electronics can only be delivered after the Merchant has verified the identity of the receiver of the delivery.
- A card held by the Merchant or the owner of the Merchant may not be used for purchases from the Merchant's own online store.
- The Merchant must to an applicable degree adhere to the PCI DSS-security standard set by the card issuers (www.pcisecuritystandards.org). As Svea Payments does not transmit card information to the Merchant, this requirement is in practice limited to ensuring that the Merchant's data security is adequate to prevent that card data is obtained by an external party through a fake payment page, which has been installed in the Merchant's online store
- Disregarding section 25, if the agreement between Svea Payments and the acquirer is terminated, will this agreement with respect to card payments terminate simultaneously.

Svea Payments is responsible for the compliance of its card payment processing service with the PCI DSS-security standard, also to the extent the service has been outsourced, for example to a technical service provider.

Unless otherwise agreed between the Merchant and Svea Payments, the card acquiring service is provided by Bambora AB, branch in Finland.

15. FORCE MAJEURE

Svea Payments shall not be liable for damages caused by unreasonable impairment of its operations resulting from force majeure or similar reason. The following are examples of impediments that shall release from liability:

- Action by authorities,
- War or threat of war, rebellion or riot,
- Disruption that is independent of Svea Payments in mail delivery, automatic data processing, data transfer, other electronic communication or in the supply of electricity, such as a power outage, cable break or telecommunication outage,
- operation of the Financial institution concerned,
- disruption or delay in Svea Payments' operations resulting from a fire or other accident, or
- labor dispute such as a strike, lockout, boycott or blockade even if it does not concern Svea Payments.

A force majeure or another of the circumstances mentioned above authorizes Svea Payments to suspend operations for an indefinite period.

16. LIMITS OF LIABILITY FOR DAMAGE

In addition to the above sections 13 and 15, Svea Payments shall not be responsible for direct or indirect damages suffered by the Merchant such as un-received earnings, loss of income or other similar damages.

In all cases, Svea Payments' maximum liability is limited to the amount of the payment which the Buyer or Financial institution has addressed to the Merchant and transferred to Svea Payments' Customer funds account in accordance with this Agreement.

17. SUSPENSION OF THE SVEA PAYMENTS SERVICE

Svea Payments has the right to suspend the use of the Svea Payments service if liquidation, bankruptcy or corporate restructuring is petitioned for the Merchant; or if confiscation, garnishment or other similar measure of execution are directed at the Merchant. Svea Payments also has the right to suspend the use of the Svea Payments service when Svea Payments has reasonable grounds to suspect that the Svea Payments service is being used for illegal activities or if the use of the service compromises the data security of Svea Payments.

18. OPERATING HOURS OF THE SVEA PAYMENTS SERVICE

The Svea Payments service is available to the Merchant 24 hours a day seven (7) days a week except for outages resulting from service, update, maintenance, disruptions and other similar reasons. Svea Payments does not guarantee that the Svea Payments service is at the Merchant's disposal without interruption.

Svea Payments shall also not be responsible for errors or failures occurring in the services or information systems of the bank or Financial institution used by Svea Payments, Buyer or Merchant, or in the services or information systems of the Shipper of the party concerned.

19. COPYRIGHT AND TRADEMARKS

Copyrights and trademarks related to the Svea Payments service belong either to Svea Payments or the Financial institution. All rights to copyrights and trademarks are reserved.

The Merchant using the Svea Payments service agrees that without the written consent of the holder of a copyright, it will not publish, reproduce or further distribute information contained in the services electronically or using other communication channels.

The Merchant in whose service international cards can be used, is obliged to adhere to the at any given point in time effective requirements of the international card companies regarding the use of their trademarks, as published on their webpages.

20. SVEA PAYMENTS TRADEMARK

Notwithstanding section 19 above, this Agreement authorizes the Merchant to use the Svea Payments trademark in connection with the Svea Payments service. The Merchant undertakes to comply with instructions concerning the use of the Svea Payments trademark issued at any given time by Svea Payments.

The Svea Payments trademark may not be transferred or used except in connection with the use of the Svea Payments service. The license to use the Svea Payments trademark terminates when this Agreement terminates, at which time the Merchant pledges to remove the Svea Payments trademark immediately from its service.

21. NAME OF MERCHANT

Svea Payments has the right to use the name and the business logo of the Merchant as a reference in, among other things, its marketing unless the Merchant prohibits it separately in writing.

22. CONFIDENTIALITY OF INFORMATION

Without prejudice to the rights of Svea Payments pursuant to section 6 above, Svea Payments and the Merchant shall keep the other party's commercially confidential information, the way the Svea Payments service is implemented, security solutions, and information concerning the terms and conditions of this Agreement, as well as information which the parties otherwise receive in activity pursuant to this Agreement, as confidential in such a manner that the information is not disclosed to a third party and that a third party cannot otherwise have access to the information.

23. AMENDMENT OF TERMS AND CONDITIONS

Svea Payments has the right to amend the terms and conditions of this agreement. Svea Payments shall notify the Merchant in writing or electronically of an amendment to the terms and conditions of the Agreement using the contact information provided by and maintained by the Merchant (see section 6). Unless the Merchant terminates the Agreement in accordance with the termination procedure of section 25, the amended conditions shall enter into effect at a time declared by Svea Payments, however no earlier than one (1) month after sending the notification to the Merchant.

24. PROHIBITION OF TRANSFER

The Merchant shall not transfer this Agreement or the rights and obligations based on this Agreement to a third party.

25. VALIDITY, TERMINATION AND CANCELLATION OF AGREEMENT

The Agreement is valid until further notice, unless otherwise agreed in the service agreement.

The parties can terminate the agreement by email effective one (1) one month after the termination, unless otherwise agreed in the service agreement.

Svea Payments may immediately and unilaterally suspend the Merchant from using certain payment methods of the Svea Payments service if Svea Payments or one/several of the Financial institutions offering the aforementioned payment methods considers it appropriate to remove the payment method. Svea Payments shall notify the Merchant immediately of the disabled payment methods.

Svea Payments has the right to terminate the agreement and immediately conclude the service provided to the Merchant if Svea Payments finds out the Merchant has credit or payment disorders. Svea Payments shall notify the Merchant immediately of the termination of the agreement.

If the Merchant is no longer listed in the Trade Register, Svea Payments shall cancel the Svea Payments agreement with the Merchant automatically, and Svea Payments shall immediately shut down the service provided to the Merchant. Svea Payments shall notify the Merchant immediately of the aforementioned situation.

Svea Payments can terminate this Agreement effective immediately if the Merchant is in material breach of the terms and conditions of these Agreement or if the conduct, service or marketing of the Online service is not in accordance with the law, regulations, regulatory provisions or good practice, or if the Merchant becomes insolvent, goes into bankruptcy, liquidation or debt restructuring. The Merchant shall immediately notify Svea Payments of any insolvency or threat thereof of the Merchant.

26. APPLICABLE LAW

This Agreement is governed by Finnish law.

27. DISPUTES AND JURISDICTION

Disputes concerning the content and interpretation of this Agreement or any payments based on this Agreement shall be resolved by negotiations between the parties. If the negotiations do not produce a result, disputes shall be settled in Helsinki District Court in the first instance.

APPENDIX: PROCESSING OF PERSONAL DATA IN THE SVEA PAYMENTS SERVICE

1. DEFINITIONS

Personal Data means any information relating to the Registered.

Personal Data Acts means the Data protection regulation and whichever other law or regulation that concerns personal data and is applicable to this Appendix.

Processing means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Appendix means this Appendix concerning the Processing of Personal Data, which is a part of the General Terms and Conditions for the Svea Payments service that is applied to the Merchant.

Service Agreement means the agreement entered into between Svea Payments and the Merchant concerning the Svea Payments service. The Buyer's helper service is an optional, additional service to the Svea Payments service.

Svea Payments Service means the service and operating principle by which Svea Payments upon request of the Buyer or Financial institution, receives and stores funds, on behalf of the Buyer or Financial institution, in Svea Payments' customer funds account (a bank account at any given time stated by Svea Payments, to where the Buyer's or Financial institution's payment is directed) and further remits this payment, made by the Buyer and addressed to the Merchant, to the Merchant. The handling of payments via the Svea Payments service can also be done so that Svea Payments only handles the payment in a technical manner without transferring the payments to the Merchant (a solely technical handling requires a separate agreement entered into between the Merchant and the Financial institution). The service and operating principle of the Svea Payments service is described in greater detail on Svea Payments' website.

Parties refers to Svea Payments and the Merchant together.

Buyer means a natural person that makes purchases in the Merchant's online store that is connected to the Svea Payments service, and therefore uses the Svea Payments service.

The returns management service means a service that Svea Payments offers where the Buyer is able to electronically (online) manage return notifications, reclamations, feedback to the Merchant and post payment conversion for an already paid purchase.

Financial Institution means a credit institution, finance company or an entity that transmits credit card payments which has granted Svea Payments the right to use the Financial institution's payment function, method or financing service intended for online stores.

Registered means an identified or identifiable natural person.

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

Personal Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.

Merchant means the Merchant as defined in the Service Agreement.

2. BACKGROUND AND PURPOSE

The parties have entered into a Service agreement according to which Svea Payments shall provide the Merchant with the services described in the Service agreement. In order for Svea Payments to be able to offer these services, the Merchant transfers and provides Svea Payments access to certain Personal Data that Svea Payments processes and which are listed below under section 3 of this Appendix.

The purpose of this Appendix is to define the general terms and conditions for the processing of Personal Data applied in connection with the offering of the Services. The purpose of this Appendix is further to ensure that the provisions of the Personal Data Acts are applied with when processing Personal Data. This Appendix is a part of the General Terms and Conditions for the Svea Payments Service, which are applied to the Merchant.

For the avoidance of doubt the Merchant is a controller, as set forth in the Data Protection Regulation, for such Personal Data that the Merchant receives when using the Svea Payments service. Svea Payments, again, is the processor, as set forth in the Data Protection Regulation, that processes Personal Data on behalf of the Merchant.

As a controller, the Merchant is responsible for that the Personal Data is processed according to the applicable regulations that apply to a controller.

Svea Payments is the data controller in the following situations, for which this Appendix does not apply:

- (i) For Personal Data received through the returns management service, i.e. Personal Data that is collected when the Buyer does an online return notification, reclamation, gives feedback to the Merchant or when the Buyer is doing a post payment conversion;
- (ii) the email address received when the Buyer has corrected an email address on the payment form; and
- (iii) for the social security number given by the Buyer to Svea Payments.

3. THE PROCESSING OF PERSONAL DATA

Svea Payments transfers the Buyers payments on behalf of the Merchant. Therefore, Svea Payments is the data processor with regards to Personal Data received in connection with online banking payments or other equivalent payments as well as in connection with card payments.

To execute payment transactions Svea Payments processes the following Personal Data concerning the Buyer, received from the Merchant:

- The Buyer's name and the name of the person receiving the delivery
- The Buyer's email address
- Address for invoicing and delivery
- Phone number (if given)
- Social security number (when the chosen payment method is invoice or part payment, provided that the social security number is required already in the online store)
- Order-specific information of the shopping cart to be paid
- Payment method
- IP address
- Identification information for the delivery/item tracking code (if provided)

Svea Payments processes the Personal Data only according to written instructions from the controller, including transfers of Personal Data to a third country. That said, the above does not apply if Svea Payments is otherwise required by the Personal Data Acts or any other applicable law. In such a case, Svea Payments shall inform the controller of this legal obligation before the processing, unless it is prohibited to do so by law.

The access to Personal Data is restricted to the execution of work tasks for Svea Payments' employees and third parties used by Svea Payments. These persons are all bound by confidentiality obligations.

Taking into account the nature of the processing, Svea Payments assists the Merchant by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests

for exercising the Registered's rights laid down in Chapter III of the Data Protection Regulation.

Svea Payments assists the Merchant, on the Merchant's cost, in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the Data Protection Regulation taking into account the nature of the processing and the information connected with the processing.

Svea Payments makes available to the Merchant all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the Data Protection Regulation and allows and contributes to audits, including inspections, conducted by the Merchant or another auditor mandated by the Merchant. The Merchant will stand for the expenses of any possible audits.

Information entered in the register may be disclosed to the extent permitted and required by applicable law, including: with the consent of the data subject, at the request of an authority or by decision of a court. For the avoidance of doubt, Svea Payments may transfer Personal Data provided by the Merchant in situations where so required by any applicable laws (e.g. the Act on Preventing Money Laundering and Terrorist Financing (444/2017) and to Financial Institutions where (suspected) frauds are investigated.

4. SUBCONTRACTORS

Svea Payments is allowed to engage subcontractors without a prior written authorization of the Merchant. Svea Payments shall inform the Merchant about any intended changes concerning the addition or replacement of personal data processors. In this Appendix, the Merchant gives permission for Svea Development Oy being responsible for the technical implementation of the Svea Payments Service and thereby receiving all Personal Data mentioned in section 3 of this Appendix. Svea Development Oy uses the service provided by Mailjet SAS for sending emails, in which case the following Personal Data is transferred: the Buyer's name, email address and order information.

Svea Payments enters into written agreement with subcontractors that imposes the same obligations upon the subcontractor's processor that Svea Payments is bound by in accordance with this Appendix and the Personal Data Acts.

Svea Payments is fully liable to the Merchant for the performance of the subcontractor's processor's obligations.

5. DATA SECURITY

Svea Payments complies with the demands for data security set forth in the Data Protection Regulation.

Svea Payments pseudonymizes the Personal Data and encrypts any systems and communications that include Personal Data as appropriate and necessary in order to keep the Personal Data confidential.

Svea Payments takes action for securing its ability to ensure the ongoing confidentiality, integrity, availability and resilience of the processing systems and the Services. Svea Payments has the ability to restore the availability and the access to Personal Data in a timely manner in the event of a physical or technical incident. In order to ensure the security of the Processing Svea Payments has processes in place for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of data processing.

6. PERSONAL DATA BREACH

Svea Payments will inform the Merchant without undue delay of a Personal Data breach that has come to Svea Payments' knowledge. Additionally, Svea Payments will inform the Merchant about other disturbances or problem situations in a service Svea Payments provides that could have an effect on the state and rights of the Registered.

7. MEASURES TO BE TAKEN WHEN THE APPENDIX HAS CEASED TO BE IN FORCE

If this Appendix is not in force anymore, Svea Payments is still obliged to retain Personal Data after the customer relationship has ended. Personal Data is retained to the extent and for the time period that is necessary and required by law, e.g. the Law on the Prevention of Money Laundering and Terrorist Financing (444/2017) and the Accounting Act (30.12.1997/1336). After this, Svea Payments will destroy the Personal Data concerned.

8. VALIDITY OF THIS APPENDIX AND ENDING THE PROCESSING

This Appendix is in force for as long as the Service agreement is in force.

9. DISCREPANCIES

This Appendix is a part of the General Terms and Conditions of the Svea Payments service. If there are any discrepancies in the contents relating to the processing of Personal Data between this Appendix and the General Terms and Conditions of the Svea Payments Service, this Appendix will apply.

The text in this Appendix is a free translation from the Finnish original. In the event of any discrepancies between the Finnish version of the Appendix and this English version of the Appendix, the Finnish version of the Appendix will prevail.

10. APPLICABLE LAW, DISPUTES AND JURISDICTION

In accordance with that stated in the Service agreement and General Terms and Conditions of the Svea Payments service.