



Terms of Service MobilePay

1. General

- 1.1 Terms of Service MobilePay concern delivery of a Payment method for e-commerce utilizing mobile devices together with Credit cards between Swedbank Pay and the Customer.
- 1.2 MobilePay is the property of Vipps MobilePay, branch of Vipps MobilePay AS, Norway (hereinafter "**Vipps MobilePay**"). Under an agreement with Swedbank Pay, Vipps MobilePay has allowed Swedbank Pay to enter into agreements with its Customers on Credit card payments via MobilePay.
- 1.3 The Terms of Service MobilePay is intended for enabling the Customers Point of sale to accept MobilePay payments from End customers utilizing a Credit card and a mobile device.
- 1.4 Swedbank Pay and the Customer have entered into an Agreement for Payment services consisting of individual Terms of Service for one or several separate Payment services as well as establishing general terms for all available services in the Nordic countries. The Terms of Service MobilePay is hereby an integral part of the Agreement.
- 1.5 For its validity, the Service MobilePay requires that the Customer has signed Terms of Service for Payment Gateway.
- 1.6 These Terms of Service requires:
 - (i) that the Parties have entered into an Agreement consisting, at least, Terms of Service Payment gateway and that the Agreement remains in force during the period of validity of these Terms of Service,
 - (ii) that the Customer has entered into an agreement with an Acquirer regarding the acquiring of Transactions with Credit card, and that the acquiring agreement remains in force during the period of validity of these Terms of Service,
 - (iii) that Customer has understood and accepted to be bound by the MobilePay Operating Rules for Merchants, "Black list", as outlined in these Terms of Service.

2. Customer obligations

- 2.1 The Customer is hereby obligated
 - (i) not to use the MobilePay Service in any manner that adversely affects the MobilePay Service or in any manner that could damage, disable, overburden, threaten the security of or impair any of Swedbank Pay's or Vipps MobilePay propriety technology (including without limitation, servers or networks),
 - (ii) continuously comply with all standards and applicable laws and regulations in connection with its access and use of the MobilePay Service;
 - (iii) in the event of any updates or upgrades to the MobilePay Service, or related specifications – to promptly contribute to modifications in the Customer's integration and/or any MobilePay-connected Point of Sales or other e-commerce applications for which it is responsible and, at the Customers own expense, contribute in ensuring that each continues to operate properly with all required elements of the then-current version of

Technical description and instructions from Swedbank Pay,

- (iv) to at all times comply with Payment Card Industry Data Security Rules (PCI DSS) and the Payment Application Data Security Rules (PA DSS), as applicable,
- (v) to provide Swedbank Pay with the name or business name under which the Customer sells goods and services;
- (vi) to not, by performing its obligations hereunder, violate any other agreement to which it is a party;
- (vii) to offer End customers MobilePay as a Payment method for all of the Customers goods and services.
- (viii) to follow the guidelines for trademarks and logotypes, as detailed in these Terms of Service.

3. Indemnification

The Customer will indemnify and hold harmless Swedbank Pay and its service providers (and its and their respective employees, directors, officers, shareholders, agents and representatives, acknowledging that Vipps MobilePay is one such service provider) from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interests, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to:

- a. any actual or alleged breach of Customer's obligations set forth in this Service agreement as well as the MobilePay Operating Rules;
- b. Customer's use of the MobilePay Services;
- c. the actions of any person (including any developer and/or administrator) or entity the Customer authorizes to integrate with or access the services on their behalf; and
- d. any Transaction initiated by the Customer using Transaction information provided to Swedbank Pay through the Services.

4. Term and termination of the Agreement

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

5. MobilePay operating rules for Point of Sales

In production, the Customer must ensure the following,

- 5.1 The Point of sale is not on Vipps MobilePay blacklist (paragraph 6) consisting of businesses with industry codes MCC and CAB.
- 5.2 The Customer is considered creditworthy, and its proof of identity has been properly documented in accordance with the applicable legislation at all times.
- 5.3 The Customer has been informed and understands that MobilePay is the property of Vipps MobilePay. Under an agreement with Swedbank Pay, Vipps MobilePay has allowed Swedbank Pay to enter into agreements with its

Customers on card payments via MobilePay. This is not a payment service but a rather a "pass-through digital wallet", which via MobilePay gives the Merchant's customers the opportunity to easily convert the mobile phone number they have linked to MobilePay to the card information that the MobilePay user needs in order to pay with the Credit card that the Point of Sale receives. It is thus a card payment.

- 5.4 The Customer has been informed and understands that payment via MobilePay is a Transaction with Credit card that is processed as though the End customer had entered the Credit card information directly on the Customers website. MobilePay is not a payment solution. Vipps MobilePay is not a payment service provider. Settlement in relation to the Customer is made by the Acquirer. All Transactions must be approved by the End customer.
- 5.5 The Customer may not accept payments via MobilePay for illegal activities, illegal purposes or morally reprehensible purposes. The Customer may not charge Recurring payments from Credit cards used via MobilePay.
- 5.6 The Customer understands that payment by Credit card via MobilePay can be offered only in Denmark, Finland, Norway and Sweden via a Danish, Finnish, Norwegian or Swedish website. This means that the Customer may receive Transactions with Credit card via MobilePay only as payments for the sale of goods and services via e-commerce offered in the Nordic region in local languages for payment in local currencies.
- 5.7 The Customer informs the End customers that payment online via MobilePay takes place directly from the Credit card that the End customer has linked to MobilePay. If the Customer cannot receive payments from the linked Credit card, the End customer cannot use MobilePay with the Customer.
- 5.8 When receiving Transactions with Credit card via MobilePay, the Point of sale also has an obligation to follow the card Acquirer's rules and conditions for Transactions with Credit cards in general.
- 5.9 The Customer understands that it is the Customers own responsibility to comply with the legal rules in force at any time for e-commerce with the business's goods and services, including the rules on information requirements , marketing and processing of Personal data.
- 5.10 The Customer may not store data about the End customer in violation of applicable laws.
- 5.11 The Customer has an obligation to comply with the current applicable law on imposing charges on End customers. The Customer may not impose charges for the use of MobilePay, however, to prevent any doubt about what this means, it means that the Customer may not charge a fee for use of the Credit card with which payment is made if the applicable legislation otherwise permits it.
- 5.12 The Customer must retain Customer receipts in accordance with current legislation, and Customer receipts must be retrievable in accordance with the card Acquirer's terms and conditions.
- 5.13 The Customer is kept informed of special security measures or other requirements regarding MobilePay made by the authorities or Vipps MobilePay.

5.14 The Customer understands that Swedbank Pay must approve the Customers technical setup.

5.15 Transactions made through MobilePay are given a unique marking.

5.16 The Agreement with the Customer may be terminated without notice on demand by Vipps MobilePay, the authorities or the Scheme associations.

5.17 The Customer has been informed that the name of the Point of Sale may appear on a list of the shops where it is possible to pay with a Credit card via MobilePay.

5.18 The Customer understands that Vipps MobilePay has all rights to the MobilePay trademarks. The Customer may not violate Vipps MobilePay rights. The Customer's use of the MobilePay trademarks may not create the impression that goods and services are sponsored, produced, offered, sold or otherwise supported by Vipps MobilePay or Swedbank Pay.

5.19 The MobilePay trademarks may be used only in the approved form and only in conjunction with online payments via MobilePay on the Customers Danish, Finish, Norwegian or Swedish websites. Merchant must ensure that the use of MobilePay's trademarks meet the requirements, guidelines and standards approved and established by Vipps MobilePay. The Customer must also ensure that Vipps MobilePay employees or representatives can contact the Customer at reasonable times in order to ensure that the MobilePay trademarks are used in accordance with Vipps MobilePay instructions and standards.

5.20 The Customer informs Swedbank Pay of any activity carried out by third parties that may involve a violation of Vipps MobilePay interests and the MobilePay trademarks.

5.21 The Customer informs Swedbank Pay immediately if the Customer becomes aware of any claims or allegations from third parties that the MobilePay trademarks are invalid or that their use violates the rights of third parties.

5.22 The Customer may not transfer its rights or obligations under the Agreement to a third party without written approval from Swedbank Pay.

6. Black list

The below black list may be amended from time to time.

MCC	Description
9222	Fines
6211	Securities"Brokers/Dealers
9223	Bail and Bond Payments
7321	Consumer Credit Reporting Agencies
9754	Gambling"Horse Racing, Dog Racing, State Lotteries
7995	Gambling Transactions
6534	Money Transfer"Member Financial Institution
6530	Merchant"Remote Stored Value Load
6529	Remote Stored Value Load"Member Financial Institution

6051	Quasi Cash"Merchant
6050	Quasi Cash"Member Financial Institution
4829	Money Transfer"Merchant

7. MobilePay trademark license

- 7.1 On behalf of Vipps MobilePay, Swedbank Pay hereby authorises the Customer to use the MobilePay designations, logos and the Trademarks associated herewith (the "Trademarks") in Denmark, Finland, Norway and Sweden upon and in relation to the Service, provided that the Service conform to the standards and specifications set out in this Agreement and as otherwise approved by and in line with instructions from Vipps MobilePay as stated below:
- 7.2 The Customer shall use the Trademarks as intended and in accordance with the instructions set out, as amended from time to time at Vipps MobilePay website.
- 7.3 The Customer may use the MobilePay Trademarks and related materials only as prescribed and agreed upon in this Agreement.
- 7.4 The Customer acknowledges that the MobilePay designations and Trademarks are the property of Vipps MobilePay and acknowledges that all use hereof shall inure to the benefit of Vipps MobilePay.
- 7.5 All references to the Customer shall be deemed to include references to subsidiaries and nominees of the Customer. In the event that the MobilePay designations and the Trademarks are intended to being used by third parties on account of the Customer, the Customer shall seek the prior approval of Vipps MobilePay for the appointment of such third parties and shall ensure that such third parties enter into any additional agreements as required by Vipps MobilePay. The Customer shall take all necessary and desirable steps to ensure that Vipps MobilePay control of the standards and specifications of the MobilePay designations and the Trademarks applies to the same extent as if used by the Customer.
- 7.6 The Customer undertakes that the Services under the MobilePay designations and the Trademarks will conform to and comply with the requirements and standards approved and given by Vipps MobilePay and undertakes to carry forward this obligation to the Point of Sales use of MobilePay in its agreements with the Customer.
- 7.7 The Customer must ensure that all agreements to be entered into between the Customer and third parties in respect of the MobilePay designations and the Trademarks shall provide for the entry of Vipps MobilePay or its authorised representatives upon the premises of the third party at all reasonable times for the purposes of ensuring that the MobilePay designation and the Trademarks are used in compliance with Vipps MobilePay standards and instructions.
- 7.8 The Customer will seek the prior written approval of Vipps MobilePay for all matters pertaining to the marketing and advertising strategies and promotion of MobilePay.
- 7.9 Nothing in this Agreement shall be construed to prevent Vipps MobilePay from granting any other licenses for the use of the MobilePay designations and the Trademarks

or utilising the MobilePay designations and the Trademarks in any manner whatsoever.

- 7.10 If the Customer becomes aware of any allegation or claim by a third party that the Trademarks are invalid or that the use thereof infringes any rights of a third party, the Customer shall immediately inform Vipps MobilePay of any such claim or allegation.
- 7.11 Upon termination of the Agreement for any reason or for any cause:
 - a) the licensed rights granted herein to the Customer shall terminate on the date of termination.
 - b) on the request by Vipps MobilePay, the Customer agrees to immediately procure the termination of any agreements entered into by the Customer, its subsidiaries or nominees pursuant to the terms of this Agreement.
- 7.12 This Agreement is personal to the Customer and it shall not be assigned, or otherwise dealt with by the Customer.