

# Mobile Payment

## Special Terms and Conditions Applicable commencing January 1<sup>st</sup> 2023

This service is provided by PostNord Strålfors AS (org.nr. 944 997 431) ("PostNord Strålfors"). Other subsidiaries of PostNord Group AB (reg. no. 556128-6559) may be authorized to enter into agreements on PostNord Strålfors AS's behalf. However, PostNord Strålfors AS is always the party contracting with the Customer.

"PostNord Strålfors" or "Strålfors" in these Special Terms and Conditions, as well as the price appendix and any other agreed appendices related to this service, shall always mean PostNord Strålfors AS.

The Mobile Payment service (the "Service") grants the Customer access to the IT infrastructure provided by PostNord Strålfors enabling the Customer to charge their End Customers for services and goods purchased through an invoice that their customer (Recipient) can pay in their mobile device or computer.

The Service is provided pursuant to these Special Terms and Conditions as well as to the terms of the specific Customer Assignment (the "Customer Assignment"). Unless otherwise stated in these Special Terms and Conditions or agreed separately with PostNord Strålfors, the PostNord Strålfors General Terms and Conditions (the "PNSGTC"), applicable from time to time, shall apply.

## Definitions

**Agreement:** The Customer Agreement, Special Terms and Conditions applicable from time to time and PostNord Strålfors' General Terms and Conditions (the "PNSGTC") as well as the appendices included therein and any other agreed contract documents.

**Business Day:** A weekday, which is not a public holiday or customarily full or partial days in the country in which the Service is provided.

**Customer:** Legal entity that purchases the Service from Strålfors.

**Customer Assignment:** An appendix to the Agreement which defines PostNord Strålfors' assignment and specifies the Customer's undertakings stated in Schedule 1.

**E-messages:** Electronic messages or consignment.

**Payment App (App):** Application that is provided to a private person or company where payments of invoices from companies, public sector, organizations etc. can be handled.

**Payment Service Provider (PSP):** PSP is the supplier providing the technical payment solution for handling and processing the payment.

**Payment Transaction:** transaction for payment of an invoice issued by the Sender and intermediation to the Recipient by the Mobile Payment App provided by PSP.

**Production Documentation:** The Customer's material in physical or electronic form which constitutes the applicable edition and basis for provision of the Service.

**Recipient:** The recipient of the invoice that uses the Service for payment of invoices.

**PNSGTC:** PostNord Strålfors' General Terms and Conditions applicable from time to time, available according to section 9.

## 1 Scope of the Service

### 1.1 Base service

The Customer is granted access to the service, Mobile Payment base service, which includes the IT-service enabling presentation and payment of invoices in a mobile device with an intermediation to payment apps as defined in the Customer Assignment.

Price for the Service is charged according to price appendix, applicable from time to time.

The PSP connected to the Service are:

- MobilePay/Vipps (Denmark/Finland/Norway)

- Tink (Nordic)
- Debit/Credit Card Payment provider (Nordic)

### 1.2 Document Layout

Strålfors carries out formatting of production document in accordance with the Customer Assignment and chosen output format.

### 1.3 Operations

Normally, the Service operates and is functional twenty-four (24) hours per day, seven (7) days per week. During these hours the Customer shall generally be able to access the Service in accordance with the terms and condition of the Agreement. PostNord Strålfors does not guarantee that the Service will be free from errors or available without interruption.

## 2 Optional services

The following options are available for the Customer, provided that the customer is connected to the Service. Options for the service are charged in accordance with Strålfors' price appendix applicable from time to time.

### 2.1 Options - File reception

Below is stated the different possible base options for File Reception. The agreed File Reception is stated in the Customer Assignment.

#### 2.1.1 File Transfer Protocol (FTP)/Secure FTP(SFTP)

The Customer gains access to an FTP or an SFTP address which can be used together with data links in order to send Production Documentation between the Customer and PostNord Strålfors. SFTP communication is encrypted. PostNord Strålfors responsibility for the transmitted file occurs when the file arrives on PostNord Strålfors server.

#### 2.1.2 Virtual Private Network (VPN)

The Customer gains access to data links through VPN, which can be used to send Production Documentation between the Customer and PostNord Strålfors. Communication in VPN can be either encrypted or unencrypted. PostNord Strålfors responsibility for the transferred file occurs when the file arrives on PostNord Strålfors server.

#### 2.1.3 Fixed Link

The Customer gets access to a data link through a fixed link which can be used to send Production Documentation between the Customer and PostNord Strålfors. PostNord Strålfors' liability is limited to the fixed link which is within PostNord Strålfors' control. Communication in Fixed Link can be either encrypted or unencrypted. PostNord Strålfors responsibility for the transferred file occurs when the file arrives on PostNord Strålfors server.

#### 2.1.4 Application Protocol Interface (API)

The Customer gets access to an API which can be used to send Production Documentation between the Customer and Strålfors. Strålfors responsibility for the transferred file occurs when the file arrives on Strålfors server and receipt is sent that it is received.

### 2.2 Customer Services

#### 2.2.1 Customer support

PostNord Strålfors provides a support function in relation to the Service to which the Customer may report errors in the Service. Through the support function, PostNord Strålfors also assists the Customer to a reasonable extent with responses to questions regarding the Service and enquiries regarding sent and received documents.

Unless otherwise agreed or notified, PostNord Strålfors' support function is staffed during hours published according to section 8 below.

PostNord Strålfors is at all times entitled to charge for time spent on support outside the times set forth above or where PostNord Strålfors performs any specific, with Customer agreed, activity or measure. In such cases, compensation shall be paid for actual time expended in accordance with PostNord Strålfors' price appendix applicable from time to time.

### 2.2.2 Extended customer support

This option entails that Strålfors undertakes to provide support to the Customer in matters which exceed the support function offered by Strålfors as a part of the standard service. The following are examples of what the extended support function may contain:

- extended service hours for the support service: and/or
- fixed deadlines for support measures.

The agreement on extended support, as well as the extent thereof, is set out in the Customer Assignment. The Customer will be charged a fee for the extended support in accordance with Strålfors' price appendix, applicable from time to time.

### 2.3 Professional Services

The Professional Services provided in connection with set-up and changes of the service, will be charged by the hour according to PostNord Strålfors' price appendix, applicable from time to time.

#### 2.3.1 Business Consultants

Business Consultants are consultants providing pre-studies, investigations systemization and analysis of the Customer's data flow. This service also consists of documentation and of pre-studies of proposed Customer solutions.

#### 2.3.2 Project management

Project management includes project manager, managing and steering the project.

#### 2.3.3 Technical Consultants.

Technical Consultants include consultants that perform services within development and integration.

Development includes services performed due to that the Assignment deviates from the standard specification. This service includes work with file format, integration, functionality and layout.

Integration includes services when the assignment is completed according to the service standard specification.

#### 2.3.4 Training

PostNord Strålfors conducts training as agreed with the Customer and set out in the Customer Assignment.

### 2.4 Handling of rejected messages

If an invoice cannot be delivered electronically to the recipient interfaces chosen by the Recipient PostNord Strålfors can undertake to send it to the Recipient as a physical mail item. Alternatively, PostNord Strålfors can undertake to return rejected messages electronically to the Customer. Documents which are to be sent as physical mail items are printed out in black ink on white paper, without any appendices which may be found in the Production Basis, and enveloping in accordance with PostNord Strålfors' standards.

## 3 PostNord Strålfors' undertakings

PostNord Strålfors shall provide the Service as described in detail in the Customer Assignment in accordance with these Special Terms and Conditions and PostNord Strålfors General Terms and Conditions (PNSGTC).

### 3.1 Transmission of messages and payment transaction

PostNord Strålfors informs which technical requirements are applicable for transmission of messages and payment transactions by the Customer. These requirements are set out in the Customer Assignment.

### 3.2 Prerequisites for Connection

PostNord Strålfors connects the Customer in the manner set forth in the technical prerequisites and requirements set forth in the Customer Assignment. The Service is placed into production when the technical prerequisites are met by both parties, the tests agreed in the Customer Assignment are correctly performed and no material defects remain.

If PostNord Strålfors finds that necessary information from the Customer for connection is missing, or that the Customer has not taken necessary measures for connection, PostNord Strålfors shall be entitled to suspend connection until the necessary information is provided or necessary measures are taken.

PostNord Strålfors shall be entitled to charge a separate fee for reasonable time expended in conjunction with connection of a Customer or in the event of delays attributable to the Customer, for example late deliveries, or in the event any other activity or measure which PostNord Strålfors

takes according to a separate agreement with the Customer. If the Customer wishes to make changes which entail that the connection, in whole or in part, needs to be remade,

PostNord Strålfors shall be entitled to compensation pursuant to the hourly rate applied by PostNord Strålfors from time to time. Changes must be agreed in writing between the parties in the Customer Assignment.

### 3.3 Delivery time

Delivery time to set-up the Service in production is defined in the Customer Assignment.

## 4 The Customer's undertakings

### 4.1 General

The Customer shall perform the obligations stated in these Special Terms and Conditions as well as any undertakings other than those addressed herein which can be required of the Customer and are stated, for example, in the Customer Assignment or PNSGTC.

Customer may use the Service only for those purposes and to the extent specified in the Agreement and Special Terms for the Service.

The customer must have signed an agreement with PSP to have the right to use the Service. The agreements that have been signed must be documented in the Customer Assignment.

The customer is responsible for the content of the E-message that is sent from the Customer to the User. In the same way as for regular physical mail, the User is responsible to take notice of the content in accordance with agreement between the User and the PSP.

The Customer agrees not to use the Service on such means that Strålfors or others suffer from inconvenience or damage.

The customer undertakes to keep Strålfors harmless to all costs and all other damages incurred by Strålfors because the Customer has used the Service in violation of the Agreement, Special Terms and Conditions, and PNSGTC.

All material, data, texts, images etc. provided by the Customer to Strålfors or stored at Strålfors or in any of the service is defined as Material as defined in PNSGTC and subject to the terms of Materials in PNSGTC.

### 4.2 At opt-in for future digital communication to the Recipient

If the Customer uses the option to opt-in to a digital channel, the Customer undertakes to inform the Recipient about how the information is handled. The customer is responsible for only using the collected information for the purpose of communicating in connection with payment transactions. The customer is also responsible for managing the Recipient's option to deregister from future electronic communications.

### 4.3 Authorization

The Customer undertakes to maintain and apply procedures for processing authorizations which have been granted to ensure that no unauthorized person can gain access.

### 4.4 Connection

At start-up tests of connection to the Service shall be carried out. The Customer shall ensure that all programs and connections according to the Customer Assignment are required for connection of the Service have been installed and tested at the time of entry in to production and that the Customer's employees having the necessary competence are present and available to PostNord Strålfors for the connection of the Service.

The Customer may begin using the Service only when PostNord Strålfors has received a complete, signed Agreement and the agreed tests have been performed and approved.

If the Customer does not fulfill its obligations pursuant to the plan for entry into production, PostNord Strålfors shall be entitled to hourly compensation for reasonable spent time in accordance with the PostNord Strålfors' price appendix applicable from time to time.

### 4.5 Changes

The Customer shall be entitled to demand changes to the Customer Assignment to the extent such changes concern available options or changes to the Service. The parties shall agree upon any changes in writing and, if so required by the parties or when the extent of the change so necessitate, a new Customer Assignment shall be drawn up.

PostNord Strålfors shall confirm the change by implementing it and by informing the Customer of the change. PostNord Strålfors shall charge the Customer for the

change in accordance with the PostNord Strålfors price appendix applicable from time to time.

If the Customer wishes to change its connection to the Service, PostNord Strålfors must be informed thereof in sufficient time before the entry into force of the change so PostNord Strålfors, providing that PostNord Strålfors accepts the change, is able to perform the necessary measures. The Customer shall reimburse PostNord Strålfors' costs in connection herewith and pay charges and fees in accordance with PostNord Strålfors price appendix, applicable from time to time.

PostNord Strålfors reserves the right to implement changes to operating methods, technical specifications, systems, hours of business, structures etc. after having informed the Customer of such changes. If the change, in PostNord Strålfors assessment, will affect the Customer, PostNord Strålfors shall notify the Customer of the change before the implementation thereof. The Customer shall be given reasonable notice of such changes, taking into account the nature of the change.

#### 4.6 Production Documentation

The Customer shall provide Production Documentation as agreed in the Customer Assignment and in accordance with the other documentation provided by PostNord Strålfors. The Customer shall be responsible for the timely delivery of the Production Documentation, as well as for that it is complete and accurate. The Customer shall also be responsible for ensuring that the Production Documentation reaches PostNord Strålfors.

The Customer shall ensure that the Production Documentation does not violate, in any way, applicable laws, statutory instruments, and regulations of public authorities, or contain data which may damage PostNord Strålfors' equipment or software or may cause PostNord Strålfors to incur loss in any other way.

PostNord Strålfors shall have no liability whatsoever for delays or errors which may arise due to the Customer's failure to fulfill the foregoing requirement or because the Customer has otherwise submitted the Production Documentation erroneously or late.

Where the Production Documentation is so incomplete or erroneous that PostNord Strålfors is of the opinion that production is not possible, PostNord Strålfors shall contact the Customer to give it the opportunity to supplement the Production Documentation or submit new Production Documentation. The Customer shall compensate PostNord Strålfors for time spent which is a result of incomplete, erroneous, or late Production Documentation at hourly rates in accordance with PostNord Strålfors' price appendix applicable from time to time.

The Customer shall be obliged to fulfill all currently applicable requirements and regulations for mobile payment and marketing communication in the country in which the service is used. It shall be the Customer's responsibility to actively identify the applicable requirements and regulations and to keep abreast of any changes to them.

#### 4.7 Data for Payment Transaction in Production Documentation

A prerequisite for processing payment transactions is that complete data required by PSP is received by Strålfors in the production documents.

#### 4.8 Customer Assignment

The assignments covered by the Agreement are set forth in the individual Customer Assignment which is appended to the Agreement. If the Customer during the term of the Agreement wishes to add new Customer Assignments, and this would entail changes, which, in PostNord Strålfors' assessment, have an impact on the basis for agreed prices and terms and conditions of the Agreement, adjustment shall be made in a written supplemental agreement.

#### 4.9 Payment services

The Customer undertakes to use the PSP integrated in PostNord Strålfors' services as stated in the Customer Assignment.

PostNord Strålfors' responsibility ends when invoices are delivered to the receiving PSP and all matters relating to payment processing shall be the responsibility of the Customer and the PSP.

The Customer shall ensure that the invoice does not constitute an unconditional obligation for the Recipient to pay.

The Customer shall allow distribution of invoices to PSP and may need to enter into direct agreements with the PSP in order to use the Service and to meet the contractual rules and guidelines laid down by the PSP.

The following PSP require a separate agreement with the Customer:

- MobilePay/Vipps (Denmark/Finland/Norway)
- Debit/Credit Card Payment provider

For Account to Account payments (Tink) the customer needs to have an agreement with their bank for bank payment.

#### 4.10 Approval of PSP's terms and DPA

In order to, as a connected sender, meet the requirements set for personal data controllers in the EU's data protection act (GDPR), you as a sender must approve the PSP's provided conditions and personal data agreement. These agreements are adapted to the service that the respective PSP offers.

The customer is required to accept these terms and conditions before Strålfors can begin mediating Payment Transactions.

#### 4.11 Claims from Recipient

Recipient complaint for an invoice paid within the Service, or for any other reason, recovery, damages or other monetary performance related to the purchased product or service is the sole responsibility of the Customer. PostNord Strålfors has no responsibility in any respects for handling claim from the Recipient.

The Customer undertakes to keep PostNord Strålfors harmless for all claims from Recipients regarding repayment, damages or other claims.

#### 4.12 Liaison

The Customer shall appoint a person to function as liaison in respect to PostNord Strålfors. The Customer shall immediately inform PostNord Strålfors of any change of the liaison.

## 5 Shutdown

PostNord Strålfors shall be entitled to shut down its production system for service and upgrades which, to the greatest possible extent, will be scheduled at times that do not affect performance of the Service. If possible, the Customer shall receive advanced notice of any planned shutdown.

The Customer is aware that the Services, from time to time, may be unavailable as a result of planned and/or unplanned shutdowns for necessary service and maintenance of the Services and/or PostNord Strålfors' systems. PostNord Strålfors shall not be liable for errors or delays during such shutdowns.

To avoid obstructions to the production process, PostNord Strålfors shall ensure that procedures for making backup copies are in place.

To the extent the Customer's use of the Service causes technical or other problems for PostNord Strålfors or another customer, PostNord Strålfors reserves the right to limit the use or to end the Service with immediate effect.

## 6 Terms of Payment

Connection of the service is invoiced in stages upon completion of each step, as agreed in closer detail in the Customer Assignment and in accordance with the agreed payment plan. Monthly fees are invoiced in arrears.

## 7 Liability

The PNSGT contain applicable terms and conditions regarding liability.

PostNord Strålfors' liability to compensate shall be limited to renewed production of orders which are necessary in order to achieve a contracted result. PostNord Strålfors shall not be liable for loss incurred by the Customer or a third party, provided the loss was not caused intentionally or through gross negligence.

If the Customer demands renewed production or investigation of an error the Customer suspects to be attributable to PostNord Strålfors, but which proves to be attributable to the Customer or where there is no error at all, PostNord Strålfors shall be entitled to compensation for the additional measures pursuant to PostNord Strålfors price appendix applicable from time to time.

The Customer is aware that not all invoices may arrive at the recipient and that PostNord Strålfors cannot guarantee fault-free performance. All risk connected with the use of the Service shall be borne by the Customer.

PostNord Strålfors shall not be liable for defects, breach of contract, delay or damage arising from operating difficulties, delays, interruptions or other technical circumstances which render impossible or difficult PostNord Strålfors delivery or the Customer's use of the Service.

#### 7.1 Faults and shortcomings regarding electronic communication

##### 7.1.1 Right to remedy and more

If the assignment is not performed according to the Customer Assignment and this is due to errors in any of the services provided by Strålfors, Strålfors has the right to, after being pointed out by the Customer and of own choice, either rectify the

error or resend the documents. The customer is aware that resending of documents can result in that the recipients get two (2) identical documents. If Strålfors corrects errors or resend the document and this leads to any delay in the document shall the provisions of the point of delay below not be applicable.

If the Customer demands renewed production or investigation of an error the Customer suspects to be attributable to Strålfors, but which proves to be attributable to the Customer or where there is no error at all, Strålfors shall be entitled to compensation for the additional measures pursuant to Strålfors price appendix applicable from time to time.

The customer is obliged to make claims for compensation to Strålfors no later than fifteen (15) days after the error or the defect has been discovered or should have been discovered. If the Customer neglects to do this the customer loses the right to make the claim.

#### 7.1.2 Delay

In case of deviations from specially agreed delivery time (Delivery delay) incurred by Strålfors the Customer has the right price deduction, for the Service the error applies, as corresponds to the price paid by the Customer for the late documents. However, the deduction of the price will only be paid if the delay can be considered to cause significant inconveniences for the Customer and provided that the Customer has not already received compensation according to section 7.1.1 above.

## 8 Premature termination

PostNord Strålfors shall be entitled to terminate the Agreement with immediate effect if any agreement with Strålfors subcontractors is terminated and such agreement was necessary for the provision of the Service. Such right to terminate the Agreement with immediate effect shall only apply if Strålfors has made reasonable efforts to otherwise ensure the continued provision of the Service.

## 9 Publication of service-related documents, including Customer Terms and Conditions

Technical manuals and other service-related documents as well as Customer Terms and Conditions, i.e. the Special Terms and Conditions for each service and the PNSGTC, each applicable from time to time, are published (separately for each country) on the websites listed below. Service-related documents and Customer Terms and Conditions published in accordance with the list below are applicable in the country in which the Service is provided by PostNord Strålfors in the language in which the Agreement is drafted.

Denmark: [www.stralfors.dk/vilkaar](http://www.stralfors.dk/vilkaar)

Finland: [www.stralfors.fi/ehdot](http://www.stralfors.fi/ehdot)

Norway: [www.stralfors.no/vilkar](http://www.stralfors.no/vilkar)

Sweden: [www.stralfors.se/villkor](http://www.stralfors.se/villkor)