

## Appendix 3 - Special terms and conditions for Mobile Payment

*The special terms and conditions below apply to the Mobile Payment service provided to the Customer by Link. Apart from these special terms and conditions, Link's general terms and conditions and other provisions in the Agreement, in the appropriate parts, apply. Should any contradictions arise between these special terms and conditions and Link's general terms and conditions, the former take precedence. In the event of contradictions between the special terms and conditions and the Agreement, the provisions of the Agreement apply only if it is expressly stated in the Agreement as to which point of the special terms and conditions shall not apply. All terminology with the first letter in uppercase in the special terms and conditions has the same definition as in the general terms and conditions.*

### 1. About the Service

- 1.1 The Mobile Payment service (“**the Service**”) enables the Customer to receive payment for their goods and services via the End User’s mobile phone (or other equipment supported by the Service). More detailed information regarding the design and functionality of the Service can be found in the service description.
- 1.2 The Service can only be provided by Link via cooperation with one or more payment processors (“**Payment Service Providers**”), and any additional suppliers and partners.
- 1.3 The Customer and the End User will always enter an agreement regarding the End User’s purchase of goods and services. Link and/or the Payment Service Provider are under no circumstances contracting parties in such purchase agreements.
- 1.4 The Service depends on several different actors and factors beyond Link’s control, e.g., systems for payment processing, general communications networks and mobile coverage. Link can under no circumstances be held responsible for outages or faults caused by actors or factors beyond Link’s control.

### 2. Fees and payment

- 2.1 Applicable prices for the Service are detailed in the price list.
- 2.2 The End User’s approval or carrying out of a payment via the Service entails that the Payment Service Provider receives with immediate effect an irrevocable payment order from the End User. The settlement of accounts between Link and the Payment Service Provider is managed based on the payment received by the Payment Service Provider from the End User. Once Link has received payment from the Payment Service Provider, the outstanding account between Link and the Customer is settled separately. More detailed information on the procedure for settling accounts is provided in the service description.
- 2.3 The Customer is under no circumstances entitled to payment from Link for a Transaction (according to the definition in point 5.1) for which Link has not received payment in full from the Payment Service Provider.
- 2.4 Unless otherwise agreed, the provisions in Link’s general terms and conditions regarding fees and the Customer’s payment for the Service (including the consequences of delayed payment on the part of the Customer) apply.

### 3. Legal Requirements

- 3.1 The parties confirm and accept that the Service, where applicable, is regulated by special legislation regarding mobile payments (e.g., Distance and Doorstep Sales Act (2005:59), the Consumer Credit Act (2010:1846), the Payment Services Act (2010:751), the Act on Unauthorised Transactions with Payment Instruments (2010:738) and the Electronic Money Act (2011:755), ethical regulations (e.g., MORGAN’s Code of Conduct and rules issued by Etiska rådet för betalteletjänster [the Ethical Council for Premium Rate Services]) and additional requirements and ethical rules from Payment Service Providers. For marketing and use of the Service, the legislation specified in Link’s general terms and conditions also

applies; i.e., the Marketing Act (2008:486), the EU Regulation 2016/679 (“**GDPR**”) and SWEDMA’s ethical regulations for mobile marketing. All of the aforementioned acts, statutes and sector regulations, as well as other laws applicable to mobile payments at any given time, shall be included in the definition of “Legal Requirements” (see Link’s general terms and conditions).

- 3.2 The Customer confirms that the Customer has understood the content of the Legal Requirements given as an example in point 3.1, which can be provided by Link at the Customer’s request. The Customer has an obligation to ensure that the Customer’s use of the Service does not contravene any of the Legal Requirements.
- 3.3 Link is responsible for ensuring the Service’s general design and underlying technology fulfil the Legal Requirements, unless otherwise specified in these special terms and conditions or the Agreement. The Customer is however always responsible for ensuring the Customer Content used in the Service, as well as the Customer’s marketing and information regarding the Service provided to the End User, fulfils the Legal Requirements.
- 3.4 The parties shall keep one another up to speed on any changes to the Legal Requirements and/or the arrival of new legal or regulatory requirements that the Service must fulfil.
- 3.5 Unless otherwise agreed, the Customer is obliged to market for the End User the solution for mobile payments provided by the Payment Service Provider. Link and/or the Payment Service Provider may issue special guidelines regarding such marketing.

### 4. Security

- 4.1 The Customer undertakes to:
  - a) maintain a safe network which is protected with a firewall,
  - b) maintain adequate anti-virus protection and always keep anti-virus programs up-to-date, and
  - c) always protect their technical equipment and software from unauthorised use.
- 4.2 The Customer may not attempt to acquire the End User’s PIN code or password for use of the Payment Service Provider’s application/system. Should the Customer nevertheless receive such information in connection with the use of the Services, the Customer may not use or store it.

### 5. Rules for Transactions

- 5.1 The Service can be used for purchases by the End User (“**Transaction(s)**”) up to a special maximum limit determined by the Legal Requirements and/or the Payment Service Provider. The maximum limit may not be exceeded by means of splitting a payment into smaller transactions.
- 5.2 All payments made by an End User must be approved by the End User at the same time as they make the purchase of goods or services.
- 5.3 Transactions via the Service can only be in Swedish Kronor, unless otherwise agreed.

5.4 The Customer is not entitled to transfer money or give cash to the End User in exchange for Transactions made by the End User via the Service.

5.5 The Customer may not charge fees (e.g., Transaction fees) or otherwise demand compensation from the End User for payment via the Service.

5.6 The Customer is responsible for saving information regarding Transactions which have been carried out over the past eighteen (18) months from the date on which the Transaction was carried out. The information shall be provided to Link at Link's request and without special compensation.

## 6. Complaints from End Users

6.1 If an End User complains or cancels a purchase that has been paid for using the Service, or for any other reason requires their payment to be returned, damages or other monetary payment related to the purchased product or service, in addition to the handling of the claim from the End User in all respects, is the responsibility of the Customer, and not Link or the Payment Service Provider.

6.2 The Customer agrees to indemnify Link and the Payment Service Provider for all claims from the End User regarding reimbursement, damages or other monetary payment.

6.3 The Customer acknowledges and agrees to inform the End User regarding the fact that the End User may only receive reimbursement in the same manner, i.e. to the same account or with the same method of payment, that was used to conduct the Transaction.

6.4 The Customer guarantees:

- a) that the amount, including VAT, that the End User shall pay due to the purchased products or services ("**the Transaction Amount**") is not encumbered with lien or another corresponding restriction, and involves an unconditional obligation for the End User to pay,
- b) that the Customer has implemented, and for each Transaction adhered to, the Legal Requirements for marketing and purchase of payment services,
- c) that delivery has been made of the product or service to which the Transaction Amount relates,
- d) that the Transaction Amount does not constitute a previously issued Transaction Amount for the same goods or services,
- e) that the Transaction is not in violation of the Agreement, Link's agreement with the Payment Service Provider or the Legal Requirements,
- f) that the End User does not have right of set-off due to a counterclaim against the Customer, or the right to a discount or other reduction of the Transaction Amount,
- g) that there is no dispute between the Customer and the End User or that legal action has not been taken regarding the Transaction Amount, and
- h) that the Transaction Amount has originated in the Customer's regular operations and that the Customer has the insurance policies normally found within the industry to cover claims from the End User due to fault or deficiency in the delivered product and/or service.

## 7. Termination

7.1 Termination of the Agreement also involves termination of the Service under these special conditions, unless otherwise agreed.

7.2 The Agreement regarding the Service may be terminated by Link with immediate effect if Link's agreement with the Payment Service Provider - or other supplier/partner who is used to provide the Service to the Customer - is terminated (for whatever reason).

## 8. The Customer's liability for damages

8.1 As clarification it is stated that this point 8 and point 9 below apply instead of applicable liability limitations in Link's general terms and conditions.

8.2 The Customer shall indemnify Link and the Payment Service Provider for all damage and loss caused by the Customer (including the Customer's sub-suppliers), breach of contract and breach of the Legal Requirements (for example, through not adhering to the provisions in the Distance and Doorstep Sales Act (2005:59), the GDPR, the Consumer Credit Act (2010:1846) or other applicable consumer protection legislation) or of ordinances or government decisions.

8.3 The Customer shall indemnify Link and the Payment Service Provider for all claims from third parties and for losses regardless of the type of loss (including but not limited to non-payment of Transaction Amount, claims from End Users regarding goods and services supplied by the Customer, as well as costs that Link may have incurred as a result of such claims), unless such a claim or loss has been caused by Link's negligent performance of the Services.

## 9. Limitation of liability

9.1 Link is not responsible for anything other than the Services and thus is not responsible for services or obligations that, in connection with the Agreement, are provided by Payment Service Providers, retailers, banks, card issuers or other.

9.2 Link does not guarantee that it will always be possible to conduct a Transaction. Link therefore does not compensate any costs that may arise for the Customer as a result of a Transaction not being possible to carry out in accordance with the Agreement.

9.3 Link is not liable for damage or loss due to a Swedish or foreign legal enactment, Swedish or foreign government authority action, acts of war, natural disaster, operational disruption or interference in computer systems or telecommunications or other circumstances not caused by Link and which substantially affect the fulfilment of the Agreement, and which Link could not reasonably have foreseen or overcome, and the consequences of which could not reasonably have been averted. Link is in no way liable for damage or loss as a result of strikes, blockades, boycotts, lockouts or other similar events, even if Link is itself the object of or takes such action.

9.4 Link and/or the Payment Service Provider are not liable for indirect damage or loss, unless the damage or loss was caused by the gross negligence of Links/the Payment Service Provider.

9.5 Link's total liability for the Service shall never exceed an amount equivalent to fifty (50) per cent of the total compensation that has been paid to Link by the Customer under the Agreement during the twelve-month period immediately preceding Link's breach of contract. In the event that the Agreement has not yet been ongoing for twelve (12) months, Link's total liability under this Agreement shall never exceed an amount equivalent to fifty (50) per cent of the total compensation that has been paid to Link by the Customer during the term of the Agreement.

## 10. Customer services

10.1 The Customer is required to provide customer services with regard to the goods and services that the Customer provides to End Users. Such customer services must meet the Legal Requirements. Furthermore, the Customer shall provide information to the End User at the time of purchase regarding the Customer's complaint policy and, where appropriate, inform the End User of their right of withdrawal in accordance with the Distance and Doorstep Sales Act (2005:59).

10.2 The Customer is obliged to give the End User the opportunity to cancel the subscription service via text message, phone, the internet and e-mail.



The End User shall have the right to, with no special cost, contact the Customer's customer services to request assistance, additional information on prices or cancellation of the Service.