

Algemene voorwaarden - v1

lifestyle Uniq

30-12-2019

Klarna Scheme Rules – Klarna Checkout

The below stated rules and undertakings (the “Scheme Rules”) apply to entities and individuals (collectively referred to as “Merchant/Merchants”) who have signed up for using Klarna Checkout (either directly with Klarna or indirectly through a third party (e.g. the Merchant’s platform provider), (the “Partner”). The usage of Klarna Checkout, and thus prior acceptance of these Scheme Rules (including its General Terms and Conditions (the “GTC”) creates a direct contractual relation (together with any terms agreed upon with Klarna or with the Partner on behalf of Klarna, the “Agreement”) between each Merchant and Klarna (jointly referred to as “the Parties”).

Background and scope of the cooperation

Klarna Bank AB (publ), Corp. ID No. 556737-0431, Sveavägen 46, 111 34 Stockholm, Sweden (“Klarna”) is a company supplying payment methods to Merchants selling online and through other agreed sales channels. Klarna Checkout is Klarna’s checkout solution for online shops which includes a number of payment options (“Klarna Checkout”). The payment options included in Klarna Checkout (the “Payment Options”) include both products provided by Klarna itself, such as Pay later and Slice it, as well as payment options offered via third parties (“Third Party Payment Option Provider”), such as debit/credit card (Visa and Mastercard) and direct banking. The Payment Options offered vary from country to country and may change from time to time. The Merchant operates an E-store(s) from the approved and agreed upon web addresses/URLs (the “E-store”). The Merchant can integrate Klarna Checkout into its E-store or any other purchase channels that may have been agreed between the Parties and thereby enable the Merchant’s customers to pay via Klarna Checkout. Such integration may be done by the Merchant itself or through the use of a third party.

The Parties hereby agree to include Klarna Checkout and, consequently, the from time to time available Payment Options into the E-store or any other agreed purchase channels. The Parties are aware of and agree that the service Klarna Checkout may differ in relation to what Payment Options that are included with regards to certain countries and also that other territorial restrictions may apply.

Purchase via Klarna Checkout

The purchase by a customer via Klarna Checkout is conducted as follows: A customer who intends to use one of the Payment Options in connection with a purchase in the E-store or through other agreed purchase channels enters Klarna Checkout after choosing which goods or services to purchase. The customer is then asked to provide certain information in Klarna Checkout (e.g. E-mail address and postal code). Based on this information, Klarna Checkout assesses whether any additional information might be required in order to finalize the purchase and what Payment Options will be available to the customer. Klarna Checkout may also use external credit information or other information about the customer. After finalization of this assessment, the customer is offered suitable Payment Option(s) and then finalizes the purchase via one of these Payment Options (such customer is hereinafter referred to as a “Customer”).

Acquisition of claims by Klarna

Upon finalization of the purchase by the Customer a reservation for the respective amount is made in Klarna’s business transaction system (“Klarna’s Order Handling System”) to which Klarna grants the Merchant an API access via the Partner’s technical platform. Klarna undertakes to acquire the Merchant’s claim against the Customer or the claims of the Merchant towards Third Party Payment Option Providers arising out of such purchase (together referred to as the “Claim”) depending on the Payment Option used and subject to the terms and conditions set out in this Agreement. Klarna acquires the Claim upon the Merchant’s activation of the Claim in Klarna’s Order Handling System (through API via the Partner’s technical platform) which is to be made on the day when the goods are shipped or when the services are performed or as otherwise agreed between the Parties (“Activation”). The shipment of the goods/performance of the services is to be made as close to the date of the order as possible and within the timeframe communicated to the Customer in connection with the order. The Activation may not be made later than 14 days after the order has been authorised or re-authorised by Klarna. Upon acquisition of the Claim, Klarna pays to the Merchant a settlement in accordance with what is set out below. The relationship between Klarna and the Customer is regulated between Klarna and the Customer.

Payments and service charges

Unless otherwise agreed by Klarna and the Merchant, Klarna pays to the Merchant, after deduction of Service Charges (as defined below) and other claims Klarna may charge under this Agreement, the amount of the acquired Claims once per week according to the following schedule: For Claims that Klarna acquires during week 1, the payment to the Merchant will be made week 2. For Claims that Klarna acquires during week 2, the payment to the Merchant will be made week 3, etc. Notwithstanding the foregoing, Klarna reserves the right to apply a longer settlement period where it so deems necessary (e.g. if the financial situation of the Merchant is dissatisfactory to Klarna). Klarna is also entitled to withhold any payments due for as long as the Merchant remains in the Probationary

period. The weekly period for which payments are made can differ from country to country. Payments are made to the bank account provided by the Merchant for the respective country. Each Party bears its own bank transfer costs (if any). For providing its Services, Klarna is entitled to charge the prices and fees agreed upon between the Parties in relation to the respective country (the "Service Charges"). These Service Charges are either agreed upon directly between the Parties or through the Partner acting on behalf of Klarna in relation to the quotation of such Service Charges to the respective Merchant. No additional fees will be charged from the Merchant by Third Party Payment Option Providers for the respective Payment Option. Any Service Charges and other claims Klarna may have under this Agreement are quoted excluding VAT where VAT is applied. In such a case the Merchant changes partner, Klarna reserves the right to charge Service Charges according to what has been agreed between the Merchant and this new partner or according to Klarna's standard pricing (which may deviate dependent upon segment, volume, Merchant financials etcetera).

Specific conditions for Klarna Checkout

The rights and obligations of the Parties are set out in detail in the GTC below. In addition, the specific Third Party Payment Option Provider conditions also attached below apply in relation to Klarna Checkout. In case of conflict between the different parts of this Agreement, what is stated within said Third Party Payment Option Provider's conditions will prevail.

Agreement period

Unless otherwise agreed (any previous effective agreement between the Parties in relation to Klarna Checkout takes precedence), the following applies: Upon the Merchant's signup to use the Services under this Agreement a probationary period starts (the "Probationary period"). During this Probationary period Klarna will monitor the Merchant's activities and require the Merchant to complete any information requirements Klarna may have in relation to identifying and assessing the Merchant and its representatives and/or owners/beneficiaries in relation to any know-your-customer/AML requirements. As soon as the Merchant has completed such information requirements and passed the full merchant due diligence (hence, reached the phase of an "Approved Klarna Merchant") this Agreement will remain valid until terminated by either Party, giving one (1) months' notice.

With regards to Merchants who fail to become an Approved Klarna Merchant, for whatever reason, the Agreement is automatically cancelled without notification, at the latest, 28 days after the Merchant's first usage of the Services, or, in case of no transactional activity, 90 days after the Merchant's signup to use the Services.

Notwithstanding the foregoing, Klarna reserves the right to, at any time, without prior warning cancel the Merchant's Agreement with Klarna and stop delivering the Services.

General Terms & Conditions

Latest update on 19 March 2018

The general terms and conditions set out below are referred to as the "GTC". Definitions and expressions used in the main part shall, unless specifically stated otherwise, have the same meaning in the GTC.

Klarna's General Responsibilities

(a) Klarna is responsible for all credit control, financing, administration and customer service in respect of the Services. In relation to acquired Claims, Klarna will handle the collection and any administration.

(b) Klarna bears the credit risk and the fraud risk for the Claim, except for the cases listed in section 3. In cases where Klarna bears the fraud risk, Klarna will compensate the Merchant with the full amount of the Claim excluding VAT.

(c) Klarna provides the terms and conditions and information to be disclosed by the Merchant regarding Klarna's Services in relation to Customers before, in connection with and after the purchase (the "Customer Terms and Information"). Klarna may, at its own discretion, change the Customer Terms and Information and any other Customer related material (such as contracts, forms or information regarding the Services). Klarna ensures that Customer Terms and Information are in conformity with any applicable laws and regulations.

(d) Unless otherwise agreed, Klarna will, after having received an electronic notification thereof from the Merchant, send payment notifications to the Customers via E-mail. In relation to Klarna Checkout, invoicing and other payment related notices to the Customer will always be made by Klarna. Regardless, Klarna always decides in its own discretion on any information sent/contained on any payment related notices.

Merchant's General Responsibilities

(a) The Merchant shall present and market the Services by displaying Klarna's logotype and - in case of Klarna Checkout - as requested by Klarna, the logotypes of Third Party Payment Option Providers from the landing page and onwards in the E-store. In relation to other marketing activities which include a reference to Klarna or the Services,

the Merchant shall coordinate such activities with Klarna in advance by contacting Klarna at marketing@klarna.com. When marketing and using the Services, the Merchant will observe and abide to any applicable laws and regulations and other provisions and guidelines issued by any public authority.

(b) The Merchant shall provide Klarna with information that Klarna needs in order to provide the Services e.g. information needed by Klarna in order to identify the Customer.

(c) The Merchant shall provide the Customer with the Customer Terms and Information and ensures that the Customer confirms that these are accepted. Details are described in the Integration Guidelines. Furthermore, the Merchant is obliged to display the address of its permanent establishment, its privacy policy in the E-Store and an active customer service E-mail address and a customer service telephone number in the E-Store.

(d) The Merchant is aware that the Services in relation to Customers do not cover the send-out of invoices that meet all VAT specifications required under applicable VAT law ("Customer VAT Invoices") as this is normally not required in a B2C transaction. In case the send-out of Customer VAT Invoices is required under applicable law, or if a Customer requests a Customer VAT Invoice, the Merchant will provide such invoice to the Customer. Such Customer VAT Invoices sent by the Merchant shall refer to Klarna as payee, and must not contain any bank details of the Merchant. If the content of the Customer VAT Invoices leads to increased numbers of Customer complaints (e.g. due to Customers paying to the Merchant's bank account or using incorrect reference numbers), the Merchant will, in cooperation with Klarna, adjust the content of the Customer VAT Invoices in order to mitigate such problems.

(e) The Merchant has to ensure compliance with the Access Management Requirements (available under https://cdn.klarna.com/1.0/shared/content/policy/access_management/en_gb/requirements.pdf) in relation to the Merchant's unique log-in details to Klarna's Order Handling System. The Merchant is responsible for any actions taken when the log-in details are used. The Merchant is not entitled to use the reservation option in Klarna's Order Handling System solely for credit checks without having the intention of subsequently transferring the Claim to Klarna.

Claim Returns

Klarna has the right to return Claims to the Merchant as per the following, and thereby also has the right to be refunded:

(a) Claims where delivery of the goods or services has not been carried out at all, has been unreasonably delayed or has been carried out to an address other than one approved by Klarna at the time of the respective purchase.

(b) If the Customer has a right to set off on account of counterclaim against the Merchant or a right to discounts or other deductions.

(c) If there is a dispute or contestation between the Merchant and the Customer regarding the Claim and such dispute or contestation is not based on a mere unwillingness or inability to pay. A dispute may be e.g. when the goods or services are alleged to be faulty or not delivered in full.

(d) Claims which relate to a natural or legal person who may reasonably be considered to share a financial interest with the Merchant, including, but not limited to, a company affiliated to the Merchant, owners or an employee of the Merchant and/or such affiliated company. This sub-section (d) merely applies if the Merchant has less than thirty (30) employees.

(e) Claims in relation to which a Customer acquires cash (e.g. currency exchange), checks or other money orders.

(f) Claims where the Merchant or the Customer in connection with the placement of the order has not provided Klarna with the Customer's IP-address, complete goods list, telephone number and E-mail address. For Klarna Checkout this does not apply as far as the Merchant has integrated Klarna Checkout as requested by Klarna.

(g) Claims where the Merchant has not complied with Klarna's from time to time applicable Shipping Policy, as well as Claims relating to goods/services which cannot be delivered in accordance with such Shipping Policy (e.g. digital downloads). This merely applies where the Customer insists not having made the order or insists not having received the goods, or if it is otherwise unclear who has received the goods/services. The Shipping Policy will be provided upon request or can be found at <https://klarna.com/shipping-policies> ("Shipping Policy").

(h) Claims where the Merchant does not meet the requirements under section 4 and 5 below, or where the Merchant in connection with invoicing, Activation or otherwise breaches the Agreement.

(i) Claims where the Customer has used its lawful right to regret/cancel its purchase and/or its agreement with Klarna, or where the Merchant has extended to the Customer a right to return the goods or services in excess of what is stipulated in applicable mandatory laws.

(j) Claims in relation to which the Merchant is imposing terms and conditions in relation to Customers which deviate from the terms and conditions provided by Klarna or if the Merchant has agreed terms with the Customer that

deviate from what has been communicated with Klarna.

(k) Claims which have been acquired during the Probationary period without the Merchant within 28 days after the first live transaction having become an Approved Klarna Merchant.

In the event of return of a Claim, loss of interest or other costs may arise, for which Klarna has the right to compensation. Currently Klarna charges the Merchant for Claims in reminder status SEK 10, for Claims in debt collection status SEK 50 and for Claims in bailiff status SEK 300. Klarna may also be entitled to compensation under other provisions of this Agreement. In the event of a return, Klarna retains the Service Charges. If Klarna at the time of the return already has received payment for the Claim from the Customer or a third party, Klarna is entitled to repay those amounts to them.

Responsibilities of the Parties in relation to Claims

(a) The Merchant may not without Klarna's written consent enter into an agreement or arrangement with any third party regarding the purchase, pledging or payment of Claims, nor any other arrangement which restricts the right to transfer the Claims. The Merchant may not conclude agreements with Customers in other countries than those contractually agreed or in other currencies than those that apply to the respective countries.

(b) If payment is made directly by the Customer or a third party to the Merchant, this shall immediately be registered in Klarna's Order Handling System or be communicated to Klarna in any other appropriate way. The Merchant has to immediately transfer the amount to Klarna and specify what the payment refers to. Alternatively, the Merchant's debt to Klarna may be settled by a retransfer of the Claim.

(c) After acquisition of a Claim by Klarna, the Merchant may only agree to such arrangements with the Customer which can be registered in Klarna's Order Handling System or through the agreed upon integration setup used by the Merchant. The Merchant has to inform Klarna immediately if the Merchant has agreed with the Customer on a return of goods/service or a reduction of the purchase price, or if the Customer has used its return/revocation rights provided by law. A reservation shall be cancelled immediately if the goods or services are unavailable.

(d) The Merchant shall answer Klarna's questions regarding Claims without undue delay. The Parties shall in particular inform each other if a Customer disputes the obligation to settle the Claim. The Merchant undertakes to handle complaints promptly and correctly. The Merchant has to inform Klarna if a complaint has not been solved within one (1) month after receipt.

(e) In relation to Klarna Checkout, the Merchant is not entitled to impose any fees or otherwise a higher price for goods or services on the basis that the purchase is made through Klarna Checkout, or, to act discriminatory towards Klarna in any other way. Unless otherwise agreed, this also applies to any other transaction where a Customer has chosen any of Klarna's Payment Options without the use of Klarna Checkout.

(f) The Merchant is responsible for the fulfillment of its obligations under its contractual relationship with the Customer and/or under any applicable law. The Merchant is not entitled to use the Services in relation to transactions which are deemed illegal under any applicable law or which violate Klarna's from time to time applicable ethical instructions (https://cdn.klarna.com/1.0/shared/content/policy/ethic/en_gb/merchant.pdf, the "Ethical Instructions"), or - in case of Klarna Checkout - any Third Party Payment Provider Instructions.

(g) The Parties agree that together with the Claim also all securities related to the Claim shall be transferred to Klarna, such as for example any retention of title in the goods delivered. In case of a retransfer of a Claim, any such transferred security will also be retransferred.

Specific conditions concerning purchases and handout of goods in physical stores

Unless otherwise agreed with Klarna, the Merchant is not entitled to use the Services for the sale of goods in physical stores. The Merchant is neither entitled to accept the return of goods in its physical store(s). Goods purchased via the Services can be handed out to Customers in physical stores of the Merchant provided that the Merchant follows the instructions provided in Klarna's shipping policy for the respective country.

Credit limit

Klarna will at its own discretion set a credit limit for each Customer. Klarna reserves the right to change such credit limit at any time.

Duty to inform

For, inter alia, anti-money laundering ("AML") purposes, the Merchant shall immediately inform Klarna:

(a) regarding circumstances concerning the Merchant and its owner, which may be of significant importance for assessment of the Merchant's financial status;

(b) about changes relating to the Merchants address, its management, its board or AML relevant changes to the ownership structure;

(c) if there are any material changes with regard to the type of products or services offered by the Merchant or if the name under which the Merchant conducts its business is changed; or

(d) if there are any other material changes relating to the Merchant or its activities.

Termination

Each Party has the right to terminate the Agreement with immediate effect if:

(a) the other Party materially breaches any provision of the Agreement;

(b) the other Party repeatedly or continuously fails to meet its obligations under the Agreement and does not upon the other Party's request remedy such failure within the time frame given by such other Party;

(c) the other Party has provided incorrect or misleading information, or has concealed circumstances of importance; or

(d) the other Party's financial situation is significantly deteriorated.

In addition, Klarna has the right to terminate the Agreement if:

(e) the Merchant offers services or goods that violate Klarna's from time to time applicable Ethical Instructions; or

(f) Klarna suspects a breach of the Agreement, and the Merchant does not, without undue delay, provide such reasonably requested information that is of importance in order to determine whether the Merchant has breached the Agreement.

In case Klarna terminates this Agreement under this section 8, Klarna has the right to, after deduction of the Service Charges or any other charges which Klarna is entitled to claim under the Agreement, return to the Merchant all unsettled Claims that have been acquired and to claim a refund.

The Merchant is aware and accepts that the Payment Options included in Klarna Checkout may change from time to time and that Klarna may remove single Payment Options at any point in time, e.g. due to a request of a Third Party Payment Option Provider.

Right to retain payments/ Set-off

(a) In the event of termination by one of the Parties, Klarna reserves the right to retain further payments to the Merchant and instead undertake a final account and payout after Klarna has checked the status of the outstanding Claims and the deadline for returns has passed.

(b) Klarna may temporarily retain payments corresponding to the amount of damages/increased risks which might be incurred by Klarna if the Merchant materially or, after a warning, repeatedly fails to meet its obligations. The same applies if the Merchant's sales through Klarna show a significantly elevated level of returns or complaints in comparison to the Merchant's historic figures. Prior to withholding funds in accordance with this sub-section (b), Klarna undertakes to inform the Merchant as to the reason why funds will be withheld.

(c) Klarna may temporarily retain payments corresponding to the amount of damages/ increased risks if Klarna reasonably suspects that the Merchant's financial situation has deteriorated significantly. Klarna may retain such payments until the Parties have agreed on a solution to mitigate the risk or until the Merchant has provided adequate proof of a sound financial situation. In connection with withholding funds in accordance with this sub-section (c) Klarna undertakes to inform the Merchant as to the reason why funds will be withheld.

(d) Klarna may, in its own discretion, offset any amounts owed to the Merchant against any claims Klarna may have against the Merchant.

Force majeure

If the Parties are prevented from fulfilling their obligations under this Agreement due to circumstances which the Parties have no control over - e.g. lightning strike, fire, changed legal provisions or regulations provided by authorities, intervention by authorities, strike, communication or transport disruptions, changes in exchange rates or natural disasters - the Parties shall be released from its liabilities until the circumstance given rise to the Parties' inability to fulfill their respective obligations no longer exists. This section 11 shall be viewed in the light of Klarna having a redundant system with geographically dispersed server sites. If a Party is prevented to fulfill its obligation for a longer period than 30 days due to any such circumstance mentioned above, the Parties shall have the right, without being liable to pay compensation, to terminate the Agreement with immediate effect.

Liability

If a Party does not fulfill its obligations under this Agreement, the other Party shall be entitled to claim damages. Each Party's annual liability to pay any compensation or similar under this Agreement is limited to the greater of (i) an amount corresponding to the Service Charges paid or payable by the Merchant to Klarna in the twelve (12) months immediately preceding any claim or (ii) EUR 5,000. Neither Party is liable for unforeseeable damages or

damages atypical for the Agreement, and particularly not for indirect or consequential damages.

Notwithstanding the above, the Merchant has to fully indemnify Klarna from and against any losses, claims or damages (including, but not limited to, fines and penalties) arising out of the failure to fulfill its information obligations in relation to the Customers. Additionally, the Merchant's liability in relation to any amounts or claims relating to a return of a Claim under section 3 or 9 shall not be subject to the above stated limitation of liability.

In relation to Klarna Checkout, the Merchant also has to fully indemnify Klarna from any fines, penalties or any other claims imposed by a Third Party Payment Option Provider due to (i) circumstances which form a breach of this Agreement (e.g. the failure to comply with the Third Party Payment Option Provider Instructions), or (ii) a significantly elevated chargeback level compared to average market levels.

Communication

Notice of termination or any other correspondence under this Agreement shall be made in writing by letter, fax or E-mail to the contact details provided in the Main Agreement or as agreed otherwise in writing.

Amendments to the Agreement

Amendments to this Agreement require written form (letter, fax or E-mail). Klarna is entitled to unilaterally change any conditions of this Agreement, provided that Klarna notifies the Merchant of the changes at least 30 days in advance. In such cases, the Merchant is entitled to terminate the Agreement with a 30 days' notice period. Such notice of termination shall be issued not later than 60 days after the Merchant receives the notification of amendment.

Transfers

Neither Party may transfer its rights and obligations under the Agreement without the other Party's prior written consent. Notwithstanding the foregoing, Klarna has the right to transfer, pledge or in any other way dispose over the Claims without the Merchant's consent. Klarna is entitled to engage subcontractors in order to provide its Services.

Confidentiality

The Parties undertake, during the term of this Agreement and for a period of two (2) years thereafter, not to disclose Confidential Information to any third party without the other Party's written consent. "Confidential Information" means any information, in whatever form, disclosed or provided by one Party to the other party (the "Receiving Party") in the context of this Agreement. Non-confidential information means any information which (a) is or becomes generally available to the public other than as the result of a disclosure by the Receiving Party; (b) the Receiving Party can show that it already had in its possession before it was received; (c) information which the Receiving Party is obliged to provide in accordance with any applicable laws, court order or decision by a governmental authority; or (d) information which the Receiving Party has received from a third party without being bound by confidentiality in relation to it. For the avoidance of doubt, Confidential Information also refers to third party information of technical, commercial or other nature unless there are objective and reasonable grounds to assume that such information is non-confidential. This provision applies to any information relating to third parties that the Merchant obtains when using Klarna's Order Handling System or when communicating with Klarna, and where it is clear that the dissemination of the abovementioned information is not desired by third parties. Klarna is entitled to share Confidential Information with subcontractors, external advisors and other companies within the Klarna Group provided that such parties are subject to confidentiality obligations corresponding to those under this Agreement.

Data protection – Controller of Personal Data

(a) Handling of Customer data

The Parties agree and acknowledge that they will both be independently acting as data controllers in respect of personal data processed by them respectively pursuant to the Agreement, and that Klarna will be data controller in respect of any data received from Customers. Both Parties agree to comply with applicable privacy laws in respect of personal data processed pursuant to the Agreement. If, and to the extent that, a Party processes personal data on behalf of the other, the Parties shall in good faith discuss and agree upon a separate data processing agreement.

(b) Handling of Merchant contact data

Klarna will electronically process personal data pertaining to the contact persons of the Merchant and any such persons the Merchant transmits data about in relation to Klarna's know-your-customer/AML processes, such as contact information, in order to provide the Merchant with the Services and to administer the business relationship with the Merchant. The data may also be used for statistical analysis and business reporting purposes, during fraud investigations and to comply with applicable laws and regulations. Klarna may disclose the information to other companies within the Klarna group, which may also use the information for the purposes described herein. The data may be transferred outside the EU/EEA area to states that do not have the same level of protection of personal data. Klarna is committed to protecting personal data and will put in place adequate safeguards in order to protect the data. Registered persons have upon written request the right of access to the data related to them. They also have

the right to rectify such data. Further information may be obtained by contacting the controller of the data at dataprotectionofficer@klarna.com or at the registered address stated above.

(c) Handling of Merchant contact data for marketing purposes

Klarna may use Merchant contact data in order to send Newsletters, to conduct product surveys, to advertise similar products or services of Klarna and for event invitations. Klarna is entitled to submit data of the Merchant including its contact persons to companies within the Klarna Group which are entitled to use the data for the purpose described above, to the extent permitted by law. The recipient of such advertising can opt out from receiving further marketing communication by contacting dataprotectionofficer@klarna.com.

BY PROVIDING PERSONAL DATA ABOUT OTHER PERSONS THE MERCHANT CONFIRMS THAT IT HAS CONSENT TO DISCLOSE SUCH DATA AND FOR THE DATA TO BE USED FOR THE PURPOSES AND IN THE WAYS DESCRIBED IN (b) AND (c).

IP rights and know-how

Klarna retains all ownership and intellectual property rights to anything developed by Klarna and provided to or accessed by the Merchant under the Agreement. The Merchant's use of Third Party Payment Option Providers' trademarks, whether registered or not, does not entail any transfer of ownership, rights or copyrights. After termination of the Agreement or the removal of a certain payment method, the Merchant undertakes to immediately remove all respective logotypes and similar of Klarna and/or of any Third Party Payment Option Provider specifically relating to such payment method. This does not apply if the Third Party Payment Option Provider entitles the Merchant to continue the use of its logotypes. Klarna is entitled to refer to the Merchant as user of the Services in marketing, sales or similar material.

Exclusivity

a) In relation to the provision/usage of single payment methods:

In relation to all sales to customers in the E-store and other agreed purchase channels against invoice, credit arrangement or any other service similar to the Services agreed with Klarna, the Partner will exclusively offer the Services agreed with Klarna. Example: In case this Agreement merely covers provision of Invoice, -the Merchant is not entitled to offer invoice via any other provider or on its own, but is allowed to offer a service similar to Part Payment and other payment options via external providers or on its own.

b) In relation to the provision/usage of Klarna Checkout:

The Merchant has no exclusivity obligations.

Governing law and jurisdiction

This Agreement is governed by the laws Sweden. Any dispute or controversy under or relating to this Agreement shall be settled by the District Court of Stockholm (Sw. Stockholms Tingsrätt) as first instance.

Severability clause

Should a provision of this Agreement become invalid or unenforceable, this will not affect the other provisions and the validity of this Agreement. Instead of the invalid or unenforceable provision, the Parties shall decide on a wording that comes as close as possible to the commercial meaning and purpose of such provision.

Cooperation with Third Party Payment Option Providers

The Services may contain Payment Options which are provided via external payment option providers and acquirers (such third parties being hereinafter referred to as the "Third Party Payment Option Providers"). A customer may choose a Payment Option provided via a Third Party Payment Option Provider (i) to pay directly in the checkout, or (ii) to settle the debt to Klarna at a later stage (together referred to as the "Third Party Payment Options"). A list of the acquirers Klarna co-operates with from time to time can be found here ("Acquirer List").

With regard to Third Party Payment Options, the following applies:

Unless specifically agreed otherwise, the Merchant will not be charged any additional fees for the provision of Third Party Payment Options.

The Merchant is aware of and accepts that Klarna may at any time change or remove the Third Party Payment Options available to the Merchant, e.g. due to a request of a Third Party Payment Option Provider. Klarna may also change the acquirer used to process the Merchant's transactions from time to time and understands that Klarna may amend the Acquirer List from time to time. The Merchant accepts that a Third Party Payment Option Provider may terminate the Agreement in relation to a specific Third Party Payment Option provided by a specific acquirer in relation to the Merchant at any time.

Third Party Payment Option Providers may issue rules and/or instructions which the Merchant has to comply with

(the “Third Party Payment Option Provider Rules or Instructions”). In case of conflict between this Agreement and such Third Party Payment Option Provider Rules or Instructions, the Third Party Payment Option Provider Rules or Instructions will prevail. Links to such Third Party Payment Option Provider Rules or Instructions can be found in the Acquirer List. Klarna will inform the Merchant of any other Third Party Payment Option Provider Rules or Instructions issued from time to time. Klarna is responsible for the fulfilment of the Third Party Payment Option Provider Rules or Instructions insofar as the respective aspect of the Third Party Payment Option is handled solely by Klarna. Klarna undertakes at all times to be Payment Card Industry Data Security Standard (“PCI DSS”) validated. The Merchant undertakes at all times to be compliant with the rules of PCI DSS applicable from time to time. As long as the Merchant uses the Services in a compliant way, Klarna will be responsible for the security of cardholder data that Klarna possesses or otherwise stores, processes, or transmits when providing the Services. If the Merchant stores Customer card account numbers, expiration dates, and other personal Customer data in a database, the Merchant must adhere to any Third Party Payment Option Providers’ rules and guidelines on securing such data, any applicable law as well as the standards of the Payment Card Industry Security Standards Council (or its replacement body or successor) in force from time to time and applicable to Merchant’s business (currently set out at: <https://www.pcisecuritystandards.org/>). The Merchant acknowledges and agrees that it will bear all costs for ensuring compliance hereunder and is solely responsible for any fines, costs or charges arising from non-compliance or where data held by it is used for fraudulent or unauthorized purposes. Klarna may ask for evidence that Merchant uses the Services in a compliant way and/or is PCI DSS compliant (e.g. in the form of the applicable self-assessment form prescribed by the PCI council).

The Merchant has to ensure that the following information is displayed in the E-store: (i) from the landing page and onwards: the logotype of the Third Party Payment Option Provider; (ii) during the order process on the pages leading up to and including the payment page: the registered name and any trading name of the Merchant used in connection with the transaction, the address of its permanent establishment and a complete description of the goods or services offered; (iii) before the order is completed: a reference to the privacy policy and the terms and conditions of the Merchant (including information on length of any trial period, delivery policy, return, cancellation policies and split shipment of goods) and, if any, information on legal and export restrictions; (iv) an active customer service E-mail address and a customer service telephone number. Klarna may instruct the Merchant on how such information is to be displayed.

In addition to the circumstances listed in the section “Duty to inform” of the GTC, the Merchant shall immediately inform Klarna about changes to the Merchant’s (i) address; (ii) country of permanent residence; (iii) registered office; (iv) trading name under which the business is conducted; (v) E-store website address.

The Merchant’s use of Third Party Payment Option Providers’ trademarks and logos, whether registered or not, does not entail any transfer of ownership, rights or copyrights. After termination of the Agreement, the removal of a certain Third Party Payment Option, or at the request of a Third Party Payment Option Provider, the Merchant undertakes to immediately remove all logotypes and similar of any such Third Party Payment Option Provider and Third Party Payment Option. This does not apply if the Third Party Payment Option Provider entitles the Merchant to continue the use of its logotypes.

In relation to marketing activities which include a reference to the Third Party Payment Option or a Third Party Payment Option Provider, the Merchant shall coordinate such activities with Klarna in advance by contacting Klarna at marketing@klarna.com. Such marketing activities require Klarna’s prior approval. The Merchant will not indicate that a Third Party Payment Option Provider endorses or states eligibility for any goods or services sold by the Merchant. The Merchant further undertakes that it will not do anything which could be disreputable or otherwise capable of damaging the reputation or goodwill of any Third Party Payment Option Provider.

When using and marketing the Third Party Payment Options, the Merchant will observe and abide by any applicable laws and regulations and other provisions and guidelines issued by any responsible public authority. The Merchant is not entitled to use the Services in relation to transactions which are deemed illegal or fraudulent under any applicable law, or which violate Klarna’s from time to time applicable ethical instructions (https://cdn.klarna.com/1.0/shared/content/policy/ethic/en_gb/merchant.pdf, the “Ethical Instructions”) or any Third Party Payment Option Provider Rules or Instructions.

The Merchant may not use the Services to submit transactions (i) where the Merchant is not acting as seller of the respective goods or services, or (ii) transactions which the Merchant should reasonably know were not authorized by the Customer. Any refund or cancellation of a transaction is to be done via Klarna and via the Payment Option used by the Customer in connection with the original transaction.

Klarna may share information regarding the Merchant with Third Party Payment Option Providers if this is necessary for the provision of the Services e.g. for due diligence or operational processes of the Third Party Payment Option Providers. Klarna may create specific accounts for the Merchant at Third Party Payment Option Providers. Any actions Klarna undertakes on behalf of the Merchant based on this provided empowerment may not create additional obligations or costs for the Merchant.

The Merchant hereby consents to and authorizes the Third Party Payment Option Provider to store, use, share and release data, provided or generated pursuant to this Agreement to any person (i) for the purpose of processing the transaction; (ii) as required by applicable rules of Third Party Payment Option Providers or by applicable law; (iii) to assess financial and insurance risks arising in connection with this Agreement; (iv) to recover debt (to the extent

such is not recoverable from Klarna) or in relation to the Merchant's insolvency; (v) in aggregated (anonymous and generalised) format to facilitate analysis and comparisons; (vi) to investigate, prevent and/or detect fraud or crime; or (vii) to mitigate information security risk, sector risk or credit risk.

Klarna, any Third Party Payment Option Provider or their designees may conduct onsite audits for compliance purposes. The Merchant shall provide the information requested and necessary to complete such audit. Furthermore, the Merchant shall allow the Third Party Payment Option Providers such access to their premises and facilities, systems, data, information and material as may be necessary and shall permit them to take and retain copies of all such records to ascertain that the Merchant is performing its obligations hereunder and shall provide all reasonable cooperation in relation to such audit. The Third Party Payment Option Provider may opt to utilize a third party to conduct such audit subject to (i) the Third Party Payment Option Provider issuing its appointment and authorization of such third party in writing and furnishing the Merchant with a copy thereof, and; (ii) such third party entering into a confidentiality agreement.

The Merchant shall fully indemnify and hold Klarna harmless from any fines, penalties or any other claims imposed by a Third Party Payment Option Provider due to (i) circumstances which form a breach of this Agreement, especially but not limited to the failure to comply with this Appendix and the Third Party Payment Option Provider Rules or Instructions; or (ii) a significantly elevated chargeback level compared to average market levels.

The Merchant shall fully indemnify and hold each relevant acquirer harmless from and against all losses, liabilities, damages and expenses such acquirer suffers or incurs arising as a result of, or in connection with: (i) any breach of any obligation or any misrepresentation by the Merchant; (ii) any breach by the Merchant of any Third Party Payment Option Provider Rules or Instructions; (iii) the Merchant's or its employees' negligence or wilful misconduct; (iv) transactions processed by a Third Party Payment Option Provider or otherwise arising from the Merchant's provision of goods and services to Customers (including without limitation any refunds or chargebacks); (v) any assessments or fines or arising out of any third party claims against a Third Party Payment Option Provider as a result of the Merchant's acts or omissions; (vi) any security breach, compromise or theft of transaction data held by the Merchant or on the Merchant's behalf; (vii) the Merchant's failure to comply with its PCI DSS obligations; or (ix) any allegation of fraud in connection with the Merchant's business. Notwithstanding the above, Klarna shall indemnify the Merchant from such claims imposed by a Third Party Payment Option Provider under (iv) where Klarna bears the credit and fraud risk for the Claim under the terms of this Agreement.

The Merchant and Klarna acknowledge and agree that the Third Party Payment Option Providers are entitled to directly enforce the terms of this Appendix of the Agreement ("Cooperation with Third Party Payment Option Providers") against the Merchant.