

GENERAL TERMS AND CONDITIONS FOR ACQUIRING CARD TRANSACTIONS (1.5.2017)

1. Background and definitions

- 1.1 Bambora AB, sivuliike Suomessa, (Business ID 2684814-9) ("**Bambora**") is a company whose main operation is acquiring of card transactions. Bambora is a payment institution, which has a license to provide payment services, and is under the supervision of the Swedish Financial Supervisory Authority (Sw. *Finansinspektionen*).
- 1.2 Pursuant to the Agreement, Bambora shall be able to acquire Transactions undertaken with a Card at the Merchant.
- 1.3 In the event of any discrepancy between these general terms and conditions and an Instruction, the Instruction shall take precedence.
- 1.4 In the Agreement, save where the context otherwise requires, the singular includes the plural and vice versa and reference to any gender includes a reference to all other genders.
- 1.4.1 "**Agreement**" means the Merchant's application for the acquisition of Card transactions, Bambora's written grant of the application, these general terms and conditions as updated from time to time, any changes to this Agreement communicated as set out in section 9 and 10.5 as well as Instructions in force from time to time and appendices (if any) which are expressly stated as relating to these general terms and conditions and/or the application.
- 1.4.2 "**Banking Day**" means a weekday on which the banks are generally are open (i.e. not Saturdays and public holidays).
- 1.4.3 "**Card**" means a card or another form of payment instrument correctly issued by an authorised and/or licensed card issuer, bearing a trademark and of a card type which the Parties have agreed shall be covered by the Agreement. The agreed trademarks and card types are set out in the application.
- 1.4.4 "**Cardholder**" means a natural person in whose name a Card has been issued.
- 1.4.5 "**DCC - Dynamic Currency Conversion**" means an additional function where the Cardholder is offered to execute the payment in the Card's billing currency.
- 1.4.6 "**Financial exposure**" means the risk for Chargeback of paid for but undelivered goods or services.
- 1.4.7 "**Contactless Payment**" means a payment where the Card is held very close to the Terminal to let the Terminal capture the Card data.

- 1.4.8 **“Instructions”** means regulations, instructions, routine descriptions etc. issued by Bambora in writing or orally from time to time.
- 1.4.9 **“Merchant”** means the company which is granted connection to Bambora’s system for acquiring Transactions pursuant to the Agreement.
- 1.4.10 **“Card Scheme Regulations”** means rules, regulations, directives, etc. issued by Visa and/or MasterCard
- 1.4.11 **“Sales Method”** means the sales method(s) used by the Merchant in the sale of its goods and/or services. Examples of sales methods include retail sales, sales over the Internet, and sales by mail order and/or telephone order. For each Sales Method, Instructions may be in place which supplements these general terms and conditions.
- 1.4.12 **“Terminal”** means technical equipment which captures information stored on a Card in order to create a Transaction, irrespective of whether the information is stored on a magnetic stripe or a chip.
- 1.4.13 **“Transaction”** means both 1) purchase transactions in which a Card is used as means of payment, and 2) returns/crediting of corresponding purchase transactions.

2. The Parties’ relationship, etc.

- 2.1 The parties pursuant to the Agreement are Bambora, on the one hand, and the Merchant, on the other hand. Bambora and the Merchant are hereinafter jointly referred to as the **“Parties”**.
- 2.2 The Card Scheme Regulations take precedence over the provisions in the Agreement. Accordingly, the Parties are aware and agree that the cooperation pursuant to the Agreement must at all times be conducted in compliance with such Card Scheme Regulations.
- 2.3 In the event it is established, at any time, that the co-operation is not conducted in compliance with the Card Scheme Regulations, Bambora shall notify the Merchant thereof immediately, whereupon the Parties shall, immediately, commence discussions with the aim of reaching an agreement as to the impact of such circumstance on the Parties’ cooperation. If, during discussions, the Parties are unable to reach an agreement within ten (10) Business Days calculated from the date on which discussions were initiated, each Party shall be entitled to terminate the Agreement by giving thirty (30) calendar days’ notice of termination to the other Party.
- 2.4 However, in the event Visa and/or MasterCard complain that the co-operation is not conducted in accordance with the Card Scheme Regulations and, as a consequence thereof, demand that the deficiencies shall be rectified within a certain period of time, each Party shall at all times (i.e. irrespective of what is otherwise stipulated in the Agreement regarding termination periods and notice), where it has reasonable grounds to believe that the deficiency cannot/will not be rectified within the prescribed period of time, be entitled to give notice of termination of the Agreement, effective on the day

prior to the day on which, in the opinion of Visa and/or MasterCard, the deficiency should be rectified.

3. **Scope, etc.**

- 3.1 The Agreement governs the dealings between the Parties regarding the acquiring of Transactions and associated routines. Transactions may only be made in the currencies which have been regulated in the Agreement.
- 3.2 The provisions of the Agreement with respect to purchase transactions shall also apply, where appropriate, to returns and/or crediting of purchase transactions.
- 3.3 Bambora will provide the Merchant with unique customer numbers for each Sales Method which the Parties have agreed shall be covered by the Agreement. Such customer numbers, which must always be used in conjunction with the Merchant's reporting of Transactions to Bambora, may not be used for Sales Methods or goods or services within a stated industry, other than as agreed upon between Bambora and the Merchant.
- 3.4 Sales of value units may take place only following written consent from Bambora. "**Sales of value units**" in the Agreement means, at present, 1) purchases of virtual currency, and 2) transfers to other payment solutions, including gift certificates valid for longer than thirty-six (36) months.
- 3.5 Sales of tobacco over the Internet and gaming sales may take place only following written consent from Bambora. "**Gaming**" in the Agreement means, at present, betting, lotteries, bingo, casinos and purchases of value units, etc. which may be used to pay for gaming.

4. **The Merchant's obligations**

- 4.1 The Merchant undertakes:
 - To perform its obligations under this Agreement in compliance with applicable laws,
 - to comply with the Agreement and any directions relating to the Agreement from Bambora or from any party retained by Bambora, including instructions provided in responses from Terminals or other forms of authorisation systems, including automated voice response;
 - to accept all Cards bearing a trademark and of a card type which the Parties have agreed shall be covered by the Agreement irrespective of amount, for payment for all of the Merchant's goods and services. Bambora shall be entitled to register and market the fact that the Merchant accepts Cards as a means of payment;
 - to respond to Cardholders' disputes and handle chargebacks in accordance with the Card Scheme Regulations ("**Chargeback**");
 - not to encourage the use of, or to accept, Cards 1) for any fraudulent purpose; 2) in any other manner which contravenes the permissible use of Cards; or 3) for any purpose not approved by the Cardholder;

- in conjunction with payment by Card, unless otherwise agreed in writing: 1) not to dispense cash other than as may be permitted pursuant to the Instructions; 2) not to issue cheques or other payment instructions; or 3) not to secure payment for any claims other than payment for the Merchant's goods and/or services;
- not to use the Bambora trademark for any purpose other than as agreed in writing between the Parties;
- to comply with applicable law and public authority regulations in force from time to time;
- not to create multiple purchase transactions in respect of a single purchase with the same Card; and
- not to transfer to Bambora Transactions which have been carried out at a party other than the Merchant.

- 4.2 Returns/crediting shall relate to a previously undertaken purchase transaction. The return/credit amount may not exceed the amount of the purchase transaction. The return/crediting shall take place using the Card which was used for the purchase transaction. The amount may not be refunded in cash unless otherwise agreed in writing between the Parties. In conjunction with returns/crediting, a signature receipt or equivalent basis for the Transaction shall be signed by the Merchant.
- 4.3 Where the Merchant itself possesses a Card, such card (where the Merchant is operated as a sole proprietorship, partnership, limited partnership or limited liability company which is a so called closely-held company may not be used for payment at the Merchant. Possession of a Card means that the Cardholder and the Merchant are identical, i.e. have the same personal ID or registration number, or that the Cardholder is the owner of, or a partner of, the Merchant.
- 4.4 In order to maintain a high level of security in the global card payment systems and to enhance confidence in Cards as a means of payment, it is of the utmost importance that anyone who processes Card Information does so in a secure manner. "**Card Information**" means information embossed or printed on the front or back of the Card, including information which is stored in the Card's magnetic stripe or chip. For this reason, the industry has agreed on a joint industry standard for processing Card Information. The standard is called Payment Card Industry (PCI) Data Security Standard (DSS) and is developed by *inter alia* Visa and MasterCard.
- 4.5 The Merchant undertakes to comply with the PCI DSS standard as published from time to time on www.pcisecuritystandards.org. The Instructions contain additional information regarding PCI DSS as well as a description of matters to be observed by the Merchant in general in conjunction with the processing of Card Information, including but not limited to, not to use any Terminal or payment solution that hasn't been approved according to PA DSS (Payment Application Data Security Standards). Bambora shall inform the Merchant of important news and changes to PCI DSS in a manner and with the frequency that Bambora deems appropriate.
- 4.6 In case the Merchant suspects irregularities or fraudulent use of Card data, the Merchant is required to report this suspicion to Bambora and the Merchant's Payment Service Provider.

4.7 The Merchant undertakes not to store any sensitive data regarding Cards or payment data. In cases where the Merchant's business require handling and storage of Card data or payment data, such handling and/or storage must be carried out in accordance with "Guidelines on the security of internet payments" (EBA/GL/2014/12)".

4.8 When offering goods and/or services, the Merchant may not apply a higher price or surcharge fee for payment made by Card than the price applied for payments made by any other form of payment, unless such higher price or surcharge is permitted by Local Law and the Card Scheme Regulations. "**Local Law**" means applicable laws and regulations of the country where the Merchant is established or domiciled.

If the Merchant applies a surcharge fee or offers a reduction of a fee in conjunction with the use of a certain Card, the Merchant shall notify the Cardholder before the Transaction is executed. The fee charged by the Merchant must be reasonable and in compliance with Local Law and the Card Scheme Regulations.

4.9 If the Merchant wishes to charge the Cardholder in arrears for costs which arose in conjunction with a service etc. (such as a hotel visit, rental car or similar) the Merchant must inform the Cardholder and obtain the Cardholder's consent before charging in arrears is executed. In such case, the Merchant shall, when possible, divide the Transaction into two (2) parts, whereupon the Merchant shall immediately charge the Cardholder for that part of the transaction amount which is known at the time of the Transaction, and subsequently charge the Cardholder in arrears only for that part of the transaction amount which was not known at the time of the Transaction.

4.10 On becoming aware of any incorrectly executed Transaction, the Merchant shall, without undue delay and no later than within forty-five (45) calendar days, notify Bambora and request rectification.

5. Bambora's undertakings

5.1 Bambora undertakes to make payment to the designated account for purchase transactions made using Cards, provided that 1) the purchase transaction is received by Bambora within the period of time prescribed in the Instructions; 2) the purchase transaction fulfils the requirements prescribed in the Agreement; and 3) the Merchant has otherwise fulfilled its obligations pursuant to the Agreement.

5.2 Bambora's liability pursuant to the Agreement extends only to Transactions which are actually received by Bambora. Accordingly, in the event the Merchant engages a third party for delivery of Transactions to Bambora, Bambora shall bear no liability for any claim, action or omission relating to the co-operation between the Merchant and the third party. Nor shall Bambora bear any liability for mistakes, errors or similar in Transactions which reach Bambora insofar as the error is due to circumstances attributable to the third party.

5.3 Bambora shall provide the Merchant with information, after the fact, regarding executed Transactions, i.e. information regarding the amounts of the Transactions, fees and,

where applicable, exchange rates. The information shall be provided with the frequency and in the manner separately agreed between the Parties.

5.4 Save for circumstances mentioned in sections 5.1 and 5.2 above, Bambora shall only be liable towards the Merchant for any loss it has directly suffered, if it is finally judicially determined that Bambora's senior management have acted with gross negligence. However, Bambora shall not be liable under any circumstances for indirect loss, consequential loss or for loss attributable to a card issuer not consenting to the execution or implementation of a Transaction.

6. The Merchant's liability

6.1 The Merchant shall be liable against the Cardholder for all defects and deviations in the quality, condition and performance of sold goods and services. Such defects and/or deviations, as well as the non-delivery or deficient delivery of goods/services to a Cardholder or any other party designated by the Cardholder, shall at all times be deemed to constitute such a breach of the Merchant's obligations as referred to below in section 6.3, fourth bullet point, and in section 10.2.

6.2 The Merchant's liability pursuant to section 6.1 above shall apply notwithstanding any agreement which may have been reached between the Merchant and the Cardholder, the purchaser or any other party. The aforesaid shall also apply where the Merchant 1) conducts operations as an agent/middleman, etc. and thereby sells/brokers a third party's/subcontractor's goods and/or services, or 2) sells/brokers goods and/or services on behalf of a third party/subcontractor, and thereby a party other than the Merchant may be required to make performance (e.g. delivery of goods and/or services or the carrying out of an event, trip, etc.) to which the Transaction relates.

6.3 The Merchant shall be obligated, upon request by Bambora, to reimburse Bambora for all amounts, plus interest and handling charges, which Bambora has paid/refunded to a card issuer, Cardholder or any other party (e.g. Visa or MasterCard) as a consequence of:

- the Merchant's obligations under sections 6.1 and 6.2 above;
- a card issuer's final debiting of Bambora in respect of a Transaction which is the subject of a complaint in accordance with Visa's and/or MasterCard's chargeback regulations;
- the fact that the Merchant, without exercising normal care, has accepted an invalid or forged Card or a Card which has been used in an unauthorised manner;
- the fact that the Merchant has in any respect breached its obligations pursuant to, or otherwise acted in contravention of, the Agreement; or
- applicable law or public authority regulations.

6.4 Irrespective of whether negligence, breach of contract or any other cause of action may be imputed to the Merchant, the Merchant shall also be obliged, upon request by Bambora, to pay compensation for any amounts (e.g. fees and other economic sanctions) which Bambora is obliged to pay to Visa and/or MasterCard insofar as such amount is related to the Agreement and to 1) Transactions which are the subject of a complaint; or 2) fraud, bad faith or wilful conduct.

- 6.5 In the event Bambora, prior to any obligation to pay an amount pursuant to section 6.3 or section 6.4 above, receives any warning, order or suchlike (e.g. from Visa or MasterCard), Bambora shall notify the Merchant without delay of the measures or suchlike which the Merchant must take in order, if possible, to avoid Bambora incurring an obligation to pay the amount.
- 6.6 In the event Visa and/or MasterCard believes that the Merchant has reached a level of complaints due to fraud, unauthorised purchases or complaints from Cardholders which is unacceptably high in relation to the total number of the Merchant's purchase transactions, Bambora shall be entitled to terminate the Agreement with immediate effect.

7. Payment terms and conditions

- 7.1 Payment by Merchant to Bambora of agreed prices and fees shall take place through withdrawals from the account designated by the Merchant or through Bambora making a deduction for the amount in connection with the payment routines that applies between the Parties. In case the net value is less than zero (0), the Merchant shall, upon Bambora's request, settle the amount by crediting Bambora's bank account. Should none of the above payment options be possible for whatever reason, Bambora has a right to invoice the Merchant for any outstanding amount payable by Merchant.
- 7.2 If Bambora notices, at any given time, that its Financial exposure or its credit risk assessment in relation to the Merchant has been increased, Bambora is entitled to change the payment terms with immediate effect in order for them to correspond to the higher Financial exposure or credit risk. Bambora shall furthermore be entitled to request additional security if Bambora deems it necessary.

8. Bambora's right to withhold and/or delay payments and right of settlement by withdrawal

- 8.1 If Bambora believes that the Merchant's credit risk or Financial exposure has increased, where the Merchant fails to perform its obligations pursuant to the Agreement, or when the Merchant's solvency is reasonably deemed by Bambora to be questionable, or when notice of termination of the Agreement has been given, Bambora shall immediately be entitled to withhold or delay payments to the Merchant until at least the expiration of the claim period.

Payments which have been withheld or delayed pursuant to the aforesaid may be applied by Bambora in respect of all the Merchant's obligations/undertakings towards Bambora pursuant to the Agreement. The aforesaid shall also apply to obligations which arise following the termination of the Agreement until the day that Bambora pays the total withheld amount.

- 8.2 In addition to the preceding section, Bambora shall be entitled to withhold or delay payments to the Merchant in the event Bambora deems it probable that a Transaction will be subject to a Chargeback. In such situation, Bambora shall be entitled to withhold and/or delay payment of an amount equal to the anticipated Chargeback.

- 8.3 Where notice of termination of the Agreement is given (for whatever reason) or if the Merchant ceases to send Bambora Transactions, the regular payments shall cease commencing on the date notice of termination of the Agreement is given, and payment of the funds withheld by Bambora shall be made in accordance with section 8.1 above.
- 8.4 A prerequisite for Bambora to release withheld funds, is that the Merchant shall, upon Bambora's request, provide Bambora with documentation which shows the date of delivery of the sold goods and/or services. Payment of released funds shall be made on a monthly basis or as otherwise determined by Bambora and conditioned on that the Merchant has provided Bambora with documentation deemed sufficient by Bambora. Bambora shall be entitled to withhold funds corresponding to the outstanding value of the undelivered or unused goods and/or services (as determined on the basis of the information received from the Merchant).
- 8.5 Payments which have been withheld or delayed pursuant to the aforesaid may be applied by Bambora in respect of all the Merchant's obligations/undertakings to Bambora pursuant to the Agreement. The aforesaid shall also apply to obligations which arise following the termination of the Agreement until the day Bambora pays the total amount of withheld or delayed payment.
- 8.6 Settlement pursuant to sections 6.3 and 6.4 may take place through a withdrawal from the account designated by the Merchant or through a deduction from the amount to be paid by Bambora in conjunction with the payment routines applicable between the Parties. The Merchant shall be obliged to ensure that there are sufficient funds in the designated account.

Bambora shall inform the Merchant, without undue delay, about the reason for the Merchant's liability to compensate. In the event the Merchant considers that it is not liable to compensate, the Merchant shall immediately notify Bambora thereof and specify the reasons therefor. This section 8.6 shall remain in force during the entire claim period applicable from time to time pursuant to the Card Scheme Regulations' provisions regarding Chargeback.

9. Prices

In consideration of the services which Bambora provides pursuant to the Agreement, the Merchant shall pay the prices and fees generally applied by Bambora from time to time and which are available in the application for connection to Bambora's system for acquiring card transactions or in the notice which Bambora provides to the Merchant that an application has been granted.

Bambora may, at any time, change its prices and fees. Such changes shall enter into force not earlier than thirty (30) calendar days after notice to the Merchant.

10. Term

- 10.1 The Agreement shall be deemed executed on the day on which Bambora grants an application for connection to Bambora's system for acquiring card transactions. Bambora shall notify the Merchant in writing that the application has been granted and that the

Agreement has thus entered into force. The Agreement shall remain in force indefinitely, subject to thirty (30) calendar days' notice of termination by either Party.

- 10.2 In the event a Party is in material breach of its obligations under the Agreement, the other Party shall be entitled to terminate the Agreement with immediate effect. In accordance therewith, Bambora shall *inter alia* be entitled to terminate the Agreement with immediate effect in the event debiting cannot take place in accordance with section 6 above or payment is not made pursuant to section 9 above.
- 10.3 Bambora shall also be entitled to terminate the Agreement with immediate effect: 1) *in the event* of a significant change in the Merchant's ownership structure; 2) *where* the Merchant or a person connected to the Merchant is, or becomes, registered in such a register as referred to in section 13.3 below or circumstances occur which constitute grounds for such registration; 3) *where* Bambora, upon an overall assessment, considers it likely that the Merchant must be deemed involved in, or otherwise associated with, criminal activity; 4) *where*, in Bambora's well-founded opinion, the number or nature of Transactions in respect of which complaints have been made deviates from what Bambora deems normal; 5) *where* the Merchant has provided incorrect, incomplete or misleading information; 6) *where*, in Bambora's well-founded opinion, the Merchant's business, branch affiliation or character has or will be changed, compared with the circumstances at the time of execution of the Agreement; 7) *where*, in Bambora's reasonable opinion, the Merchant's payment ability can be called into question; 8) *where*, in Bambora's reasonable opinion, the Merchant's insolvency may be anticipated; 9) *in the event* the Merchant materially fails to perform any of its obligations against the Cardholders; 10) *where* the Merchant does not accept all Cards covered by the Agreement; or 11) *where* the Merchant, in Bambora's reasonable opinion, through its behaviour or manner of conducting its business may or could damage Bambora's reputation.
- 10.4 Bambora shall regularly verify how the information which the Merchant has provided to Bambora, e.g. regarding the time which elapses between the date of payment by Card at the Merchant and the date for delivery/performance of the product/service to which the payment relates accords with the circumstances actually prevailing from time to time. The Merchant shall be obliged to assist, to a reasonable extent, in order to facilitate such verification.

The verification referred to in the preceding paragraph shall take place primarily to ensure that the payment terms and conditions and any security provided to secure Bambora's right to payment, etc., from time to time 1) correspond to the actual circumstances; and 2) are otherwise also in accordance with Bambora's guidelines and policies.

In the event that information provided by the Merchant differs from the actual circumstances, Bambora shall be entitled to take the measures which, in Bambora's opinion, are necessary to compensate for the difference. Such measures may, for example (but without limitation), comprise Bambora demanding 1) *that* the Merchant provides new or changed security in order to secure Bambora's right to payment; or 2) *that* the payment terms and conditions are amended.

In the event the Merchant does not accept the measures demanded by Bambora pursuant to the preceding paragraph, Bambora shall be entitled to terminate the Agreement with immediate effect.

- 10.5 The current general terms and conditions and Instructions are available on Bambora's website (www.bambora.com). Bambora has the right to amend these general terms and conditions and/or Instructions at any time without the prior approval of the Merchant. The Merchant is responsible for keeping itself updated with the current version. In case of significant changes, Bambora shall promptly provide the Merchant the new version of the general terms and conditions and/or Instructions or inform the Merchant of where they can be found. If the Merchant does not accept the announced significant changes, the Merchant shall immediately notify Bambora and the Parties shall enter into good faith discussions in order to reach agreement on the changes. If the Parties have not reached an agreement within thirty (30) calendar days, the version applicable at the time of the change of the relevant general terms and conditions and/or Instructions shall continue to apply between the Parties alternatively each Party may terminate the Agreement effective per the day of the relevant changes, or, if such date has already passed, with immediate effect. If the Merchant has not informed Bambora that it does not accept the changes before the effective date, the Merchant shall be considered to have accepted the changes.
- 10.6 Notice of termination of the Agreement must be in writing. Notice of termination sent by fax or email shall be deemed to have been given in writing. For the avoidance of doubt, the provisions of section 15.8 shall apply to a notice of termination.
- 10.7 In the event the Agreement is terminated, irrespective of the reason therefore, the Merchant's sales against payment by Card pursuant to the Agreement shall terminate at the same time, which means that Bambora, in its turn, shall no longer be entitled or obligated to accept Transactions from the Merchant.
- 10.8 In the event the Agreement is terminated, irrespective of the reason therefore, the Parties remain liable for any and all Transactions effected on the basis of the Agreement prior to such termination.

11. Reporting

- 11.1 The Merchant shall deliver upon Bambora's request the latest annual report (or similar information in case the Merchant is not obliged to prepare an annual report pursuant to Local Law) to Bambora in Finnish or in English, unless otherwise agreed. Such information shall be provided without delay and in no event not later than within two (2) weeks from the time when it has been adopted or otherwise become official. Furthermore, the Merchant shall upon Bambora's request without delay and in no event not later than within two (2) weeks deliver to Bambora interim reports (e.g. half year and quarterly reports), if applicable, and any other information that may be of significance to the Parties' co-operation under the Agreement.
- 11.2 The Merchant shall notify Bambora immediately in writing regarding changes relating to the composition of its Board of Directors, Managing Director, company name,

ownership structure, address, telephone and fax number, e-mail address, relevant account numbers, changes in branch affiliation or activities and other circumstances which may be of significance under the Agreement.

- 11.3 A Party shall also notify the other Party immediately of events which may be assumed to affect, or will affect, all or parts of the co-operation pursuant to the Agreement. It is of particular importance that all planned changes in a Party's IT system which in any respect may be assumed to affect the co-operation are notified to the other Party immediately upon commencement of planning with respect to the changes.

12. Force majeure

- 12.1 Bambora shall not be liable for the failure to perform any obligation pursuant to the Agreement where such failure is due to a Force Majeure Event where such circumstances are beyond Bambora's control which prevents or renders materially more difficult timely performance of its obligations.

Force Majeure Events shall include, *inter alia*, war, acts of war, terrorist actions, import or export prohibitions, natural disasters, restrictions on general public transport, deficiencies or delays in energy supplies or telephone connections, the actions or omissions of public authorities, new or amended legislation, orders or actions of public authorities, labour conflicts, blockades, fire, flooding, extensive losses or destruction of property or major accidents, as well as defects or delays in products or services from subcontractors as a consequence of circumstances stated above (each a "**Force Majeure Event**"). Labour conflicts shall be deemed to be Force Majeure Events irrespective of a Party's role in such conflict.

In the event that Bambora wishes to be released from its obligations under the Agreement by relying on this section 12.1, Bambora shall, where possible, notify the Merchant thereof without undue delay.

- 12.2 In the event the performance of the Agreement is materially impeded for a period in excess of fifteen (15) Business Days due to a Force Majeure Event, either Party shall, without liability, be entitled to terminate the Agreement by giving thirty (30) calendar days' written notice to the other Party.

13. Confidentiality and registration

- 13.1 The terms and conditions of the Agreement are confidential, except for any information accessible on Bambora's website including these general terms and conditions, and the Parties shall not be entitled to disclose to any third party information regarding the contents of the Agreement. Nor may either Party disclose to any third party information regarding the other Party's business which may be considered a business or trade secret.

However, the Merchant consents to Bambora, in accordance with the duty of confidentiality of payment institutions, transferring such information as referred to in the preceding paragraph to 1) companies within the same group as Bambora; 2) Visa and/or MasterCard, 3) companies with which Bambora co-operates, in order to ensure

the performance of the Agreement in respect of, e.g. PCI DSS and other security issues, and 4) companies that Bambora is co-operating with, which have solicited the Merchant to Bambora. The Merchant consents to that Bambora may disclose information which is necessary in order to connect the requested service, such as the company name, registration number, contact details, customer number and MCC code, to terminal suppliers, payment service providers (PSP) and other payment service suppliers.

The first paragraph shall not prevent Bambora from disclosing such information as Bambora, under law, government regulation or regulation, as well as due to order of a competent authority or court, is obliged to disclose. Nor shall the first paragraph prevent Bambora from sharing such information to other companies in the same group as Bambora in order to promote other Bambora products or services.

- 13.2 Registration in Special Registers may take place in the event the Agreement is terminated due to the Merchant's breach of contract or due to the Merchant having provided incorrect, incomplete or misleading information, e.g. upon execution of the Agreement.
- 13.3 Such a register as referred to in section 13.2 is maintained by, e.g. Visa and/or MasterCard from time to time. In the Agreement "**Special Registers**" also includes the various monitoring systems maintained by Visa and/or MasterCard with respect to acquiring agreements which have been terminated due to breach of contract or for other similar reasons.

14. Assignment

Neither Party may assign any of its rights and/or obligations pursuant to the Agreement to any third party without the other Party's written consent, which shall not be unreasonably withheld, delayed or made contingent on conditions. Bambora may, however, without the consent of the Merchant, assign its rights and/or obligations to companies within the same group as Bambora.

15. Other

- 15.1 In respect of the day-to-day co-ordination pursuant to the Agreement, each Party shall appoint a contact person whose name and contact details shall be notified to the other Party.
- 15.2 In the event the Agreement does not state the manner in which costs incurred as a consequence of the co-operation are to be borne or allocated, the Parties shall, upon taking a decision to carry out such a measure, also decide on the manner in which the measure shall be defrayed. In the absence of such a decision and where the Parties are unable to agree on the manner in which the costs shall be borne or allocated, and in the event the measure is nevertheless carried out the Party that chooses to carry out the measure shall also be solely liable for the cost thereof.
- 15.3 Other than as stated in the Agreement, the Parties shall not be entitled to represent each other or to use each other's trademarks, company names or know-how without the other

Party's written consent. Such right of use does not create any rights and shall cease immediately upon the termination of the Agreement.

- 15.4 Headings in the Agreement are for ease of reference only and shall not affect the interpretation of the Agreement.
- 15.5 Subject to the provisions of the following paragraph, a Party may retain subcontractors or third parties without the other Party's consent. The Merchant shall, however, notify Bambora immediately in the event such retention affects or could affect the Parties' cooperation pursuant to the Agreement.

Where the Merchant intends to retain a subcontractor or third party, and such party may in any manner, process data regarding Cards (card data), such subcontractor or third party must be approved by Bambora in advance.

Each Party is primarily responsible and liable with respect to all acts and omissions of its subcontractors or third parties.

- 15.6 Each Party confirms that the Agreement (and any document referred to herein) constitutes the Parties' entire agreement on the issues to which the Agreement relates. All oral or written undertakings or representations made prior to the Agreement are replaced by the Agreement.
- 15.7 Unless otherwise stated herein, this Agreement may not be amended or modified except by written agreement signed by both Parties.
- 15.8 All messages in accordance with the Agreement shall be written and Finnish or in English, and handed over in person or through an internationally recognised courier firm or sent as e-mail. A written Message that has been sent to a Party shall be deemed to have reached the other Party upon delivery, provided that when a delivery takes place outside working hours, the Message shall be deemed to have been received by the Party concerned at the start of ordinary working hours on the next Banking Day. In this regard, ordinary working hours shall mean 9am to 5pm.
- 15.9 Each Party shall ensure that those of its employees who are required to have knowledge of the Agreement are informed of the content of the Agreement.

16. Applicable law and disputes

- 16.1 The Agreement shall be governed by and construed in accordance with Finnish substantive law.
- 16.2 Disputes relating to the Agreement, its execution, interpretation and/or application or other legal relations connected to the Agreement shall preferably be resolved through negotiations between the Parties.
- 16.3 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, and which could not be resolved within thirty (30) calendar days pursuant to section 16.2 above, shall be finally settled by

arbitration administered by the Arbitration Institute of the Helsinki Chamber of Commerce (the "HCC").

The Rules for Expedited Arbitrations shall apply unless the HCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules of the Arbitration Institute of the Helsinki Chamber of Commerce shall apply. In the latter case, the HCC shall also decide whether the Arbitral Tribunal shall be composed of one (1) or three (3) arbitrators. The seat of arbitration shall be Helsinki and the language to be used in the arbitral proceedings shall be Finnish or English.

INSTRUCTIONS FOR SALES PAID BY CARD SALES IN-STORE (Card Present) (1.5.2017)

These Instructions, the "Card Present Instructions", apply to sales paid by Card through the use of a Terminal where the Card is present.

The Card Present Instructions comprise a supplement to the General Terms and Conditions for the Redemption of Card Transactions (the "Master Document") that have been entered between the Merchant and Bambora. In the event of discrepancies between the Master Document and the Card Present Instructions, the Card Present Instructions shall take precedence. Words that begin a capital letter are words that have been assigned special significance/definition in the Master Document or in these Card Present Instructions such words shall have the same meaning as in the Master Document.

1. Checks

In conjunction with accepting payment, the Merchant shall conduct the checks specified below.

1.1 The Card

In cases where (i) the information on the Card is read without the involvement of the Merchant and (ii) the Cardholder signs the Transaction with a PIN code, the checks specified in section 1.1 below need not be conducted. The same applies if the information on the Card is read without the involvement of the Merchant and the type of Card does not require any further action/acknowledgement of the Transaction than the actual reading of the information.

The Merchant shall visually inspect the card to check that:

- The Card has been signed by the Cardholder;
- The Card bears no sign of alteration;
- The Valid thru date specified on the Card has not expired;
- The Card is adorned with a brand, compare with section 1 ("Cards") of the Master Document, that is covered by the Agreement.

Should any of the above conditions not be met, the Card may not be accepted as a means of payment.

1.2 Signature

The Merchant need not check the signature if the Cardholder signs the Transaction by PIN code (see section 3 below).

The Merchant shall compare the Cardholder's signature on the signature receipt with those on the Card. If the different signatures do not match the Card may not be accepted as a means of payment.

1.3 Authorisation and blacklist checks

Authorisation checks shall always be made in conjunction with payment, regardless of the purchase amount. If authorisation and blacklist checks are not conducted electronically from the Terminal, the Merchant shall contact Bambora over the phone for approval before processing the Transaction. Bambora provides approval in the form of a control number that must be noted on the signature receipt. Cards on which names and/or numbers are not embossed (such as Cards branded Maestro and Electron), however, require that authorisation is always provided electronically. Transactions may not be processed if neither the magnetic stripe nor the Card's chip can be read for any reason. If when authorising the transaction the Merchant receives the response that the Card is blacklisted, or if it is apparent that the Card is being used by an unauthorised person, if possible the Merchant shall retain the card. The Merchant shall then cut the Card in two and send it to Bambora.

1.4 Chip and PIN Terminals

Terminals that are used to process Card transactions shall support magnetic stripe reader and EMV chip technology. MasterCard and VISA may charge Bambora a fee if the Merchant breaches the above. In such cases, under the Master Document the Merchant is obligated to compensate Bambora for such fees.

1.5 Terminals with support for contactless payments

All newly installed terminals at Merchants that have not previously accepted Cards must support Contactless Payments. This requirement also applies to Merchants that replace all of their card readers. As of 1 January 2020, all Terminals must support Contactless Payments.

Contactless Payments with a transaction value of maximum EUR 25 (or corresponding value in another currency) may be done without the use of PIN with the following exceptions;

- Purchase of gift cards or other payment means comparable with cash (a.k.a. Quasi Cash)
- Dynamic Currency Conversion Transactions (DCC)
- Gambling Transactions (MCC 7995)

2. Receipts

2.1 Signature receipt contents

The Merchant's copy of the signature receipt shall include the following information:

- The Merchant's name, location and corporate ID number;
- The Merchant's customer number at Bambora;
- The date and time of the Transaction;
- The Card Number (in truncated format if supported by the Terminal);
- The transaction type (payment or return/credit) in plain text;
- Control number (proof of authorisation);

- Currency and amount;
- Information on value added tax;
- The text: "Authorised to debit my account as specified above" (this does not apply when a PIN code is used);
- Space for the Cardholder's signature (this does not apply when a PIN code is used);
- Reference/tracing number (unique identifier for the Transaction).

2.2 The Cardholder's copy

The Cardholder shall receive a receipt that includes the same information as the Merchant's copy of the signature receipt. However, the following differences apply to the Cardholder's copy:

- The Card Number shall be specified in truncated format.
- The text "card payment" need not be specified (this is only required if the copy of the signature receipt comprises an extended point of sale receipt).
- The text "PIN code" need not be specified (this is only required when a PIN code is used).
- The text "Authorised to debit my account as specified above" need not be specified.
- The Merchant's customer number at Bambora may not be specified.

2.3 Storage

The Merchant shall for at least eighteen (18) months archive the signature receipt and the PIN code log in accordance with the applicable rules for PCI DSS (see section 6.1 below). If requested by Bambora, the Merchant shall be able to provide a receipt for an individual Transaction within five (5) days. This applies even if the Merchant's redemption agreement with Bambora has otherwise come to an end.

3. Use of PIN

The amount shall be known to the Cardholder when the PIN code is entered. The entering of the PIN code comprises the Cardholder's authorisation for the transaction to be charged to the Cardholder's account. In certain environments, following special agreement Bambora can approve another procedure.

The Cardholder shall be given three (3) attempts to provide the correct PIN code. The Cardholder shall be able to cancel a Transaction instead of making further PIN code attempts. In a manual processing environment, the Cardholder shall have the right to refrain from using his or her PIN code to instead sign a signature receipt (on the condition that PIN code transactions are not obligatory for the concerned Card).

In the scenarios presented below, a written signature must be provided and as such the Cardholder may not be asked to use his or her PIN code:

- Authorisation cannot be granted electronically;

- Use of a PIN code, in accordance with Bambora's Instructions, is not permitted for the concerned Card;
- The Card Number has been registered manually, that is, the Card could not be read by machine; or
- Returns/credits.

4. Collecting transactions

4.1 Collecting in general

Card payment transactions may only be collected using a Terminal.

4.2 Terminal

The Card shall be collected by the Terminal by reading either the chip or the magnetic stripe on the Card. Manual entry of card data is not allowed.

5. Reporting

5.1 Submitting payment transactions

Electronically collected payment transactions shall be transferred to Bambora within two (2) days of the date of payment. The "date of payment" is the date of authorisation. For environments such as hotels where so-called pre-authorisation is used payment transactions shall be submitted to Bambora within thirty (30) days.

5.2 PIN code log

The Merchant shall keep a special log detailing all Transactions for which a PIN code was used, that is, both processed and cancelled Transactions. This log shall show:

- How the Transaction was processed;
- The Merchant's name (trading name), location and corporate ID number;
- The date and time;
- The Card Number (in truncated format if supported by the Terminal);
- The payment method (see section 1.1 above);
- The transaction type (payment or return/credit) in plain text;
- Point of sale identifier;
- Control number as proof of authorisation;
- Currency and amount;
- Reference/tracing number; and
- Response code.

6. Security

6.1 Processing Cardholder Data

In order to on the one hand maintain a high level of security in global card payment systems and on the other strengthen trust in Cards as a means of payment, it is of the

utmost importance that everyone who processes Cardholder Data does so in a secure manner. "Cardholder Data" refers to such information that is embossed or printed on the front and back of the Card, including information that is stored in the Card's magnetic stripe and chip. For these reasons, the Payment Card Networks have agreed to a common standard for processing Cardholder Data. The standard is called the Payment Card Industry (PCI) Data Security Standard (DSS) and has been established by the international payment card networks Visa and MasterCard.

The Merchant agrees to comply with the PCI DSS as currently published at www.pcisecuritystandards.org.

6.2 System approval

Terminals that deliver Transactions to Bambora shall be approved by Bambora or by a third party designated by Bambora (unless such Terminal is provided by Bambora or any of its affiliates). Bambora can require special audits concerning the security of sensitive components.

6.3 Special regulations for Payment Service Providers

If the Merchant uses a third party (a so-called Payment Service Provider) and not Bambora or any of Bambora's affiliates as part of its payment solution for processing Transactions, the Merchant must ensure that said third party complies with all of the requirements of PCI DSS.

6.4 Changes to equipment etc.

The Merchant shall inform Bambora prior to every installation, relocation or decommissioning of equipment that is technically connected to Bambora or another collector of Transactions that acts on behalf of the Merchant within the framework of this agreement.

Changes to Terminals affecting the conditions that applied at the time of approval may not be implemented without Bambora's consent.

Before transactions are transferred to Bambora, the Merchant shall conduct a test specified by Bambora on said Merchant's connection to Bambora's receiving system.

6.6 Hacking and IT forensic investigation

If Bambora suspects that the Merchant's point of sale, computer or other system has been subject to hacking, manipulation or the like that, in Bambora's assessment, in some way affects the Parties' cooperation under this Agreement, Bambora has the right to conduct a so-called IT forensic investigation of the concerned equipment. The investigation may be conducted by Bambora or an IT forensic company engaged by Bambora.

The time, and related issues/procedures connected to the implementation of the Investigation, shall, unless Bambora deems it inappropriate, as far as possible be agreed between the Parties. If, however, Bambora deems it more appropriate, Bambora may

visit the Merchant and conduct the Investigation without previously informing the Merchant.

It falls to the Merchant to participate in the Investigation to a reasonable extent and facilitate its implementation so that the purpose of the Investigation, which is to determine whether hacking/manipulation has taken place, can be achieved.

In cases where the Investigation determines that the Merchant's point of sale, computer or other system has been subject to hacking, manipulation or the like, the Merchant is obligated to at Bambora's request compensate Bambora for the costs of the Investigation.

7. Liability Shift

Bambora employs so-called Liability Shift for Transactions, which means that the Merchant in its relation to Bambora under the Agreement is liable for all losses attributable to Transactions made by magnetic stripe with fraudulently manufactured cards where the legitimate Card, that is, the Card issued by the authorised/licensed card issuer, with the same card number as the fraudulent card is equipped with a so-called EMV chip.

INSTRUCTIONS FOR SALES PAID BY CARD - CARD NOT PRESENT (1.5.2017)

These regulations, the "Card Not Present Instructions", apply to sales paid by Card in Card Not Present situations. "Card Not Present" refers to Sales Methods where the Card is not present in conjunction with the payment. The "Sales Methods" covered by the Card Not Present Instructions include, for example, sales over the Internet, sales by mail and/or telephone order, mobile payments, repeat payments using stored card numbers (referred to as Account on File) and subscriptions (referred to as Recurring Payments).

The Card Not Present Instructions comprise a supplement to the General Terms and Conditions that apply to the agreement on the Redemption of Card Transactions (the "Master Document") that has been entered between the Merchant and Bambora. In the event of discrepancies between the Master Document and the Card Not Present Instructions, the Card Not Present Instructions shall take precedence. Words that begin with an upper case letter, that is, a capital, are words that have been assigned special significance/definitions in the Master Document and in these Card Not Present Instructions such words shall have the same meaning as in the Master Document.

1. Card Payments in Card Not Present in general

For Card Payments over the Internet all cards in the Agreement and, in applicable cases, MasterPass and V.me are accepted with the exception of Maestro cards, which can only be accepted if 3D Secure is installed and activated. Maestro, however, is never accepted for mail or telephone order sales.

2. Special obligations in Card Not Present

The Merchant agrees to:

- On the order form or Internet website clearly inform the Cardholder, before the payment instructions, in which country the Transaction will be processed and in which country the Merchant pays value added tax;
- On the website not have information or links to websites with illegal and/or in Bambora's assessment unethical activities or to activities that on objective grounds can be considered to damage Bambora's reputation;
- Immediately inform Bambora if the website on which the Merchant's sales are made changes www address and/or if new www addresses are introduced that the Merchant uses for sales paid by card.
- When the payment is executed on the Merchants web page, inform the Cardholder who acts as the provider of the payment service (this might not be the Merchant but a sub-contractor to the Merchant).

3. Checks

Before debiting the Cardholder, the Merchant shall conduct the checks specified below.

3.1 Authorisation

Authorisation checks shall always be made in conjunction with payment, regardless of the purchase amount. The authorisation shall be coded with the correct Sales Method.

When checking the status of the Cardholder's Card (card status check) a so-called "zero value authorisation" shall always be used.

3.2 Identification of the Cardholder

3.2.1 Internet

Card transactions shall be processed in accordance with 3D Secure unless otherwise agreed between the parties.

3.2.2 Telephone Order and Mail Order

In the case of Telephone and Mail Order, the Merchant cannot confirm the Cardholder's identity. For this reason, the Merchant is always liable for the risk associated with all payment transactions made by Telephone Order and Mail Order. This means that Bambora has the right to reclaim from the Merchant any amounts for which Cardholders claim refunds (chargebacks). This applies regardless of whether the Cardholder's claim is legitimate.

3.2.3 Mail Order

The Merchant shall request that mail order forms be sent in a sealed envelope and the form shall include:

- The Merchant's name, location and corporate ID number;
- The Cardholder's name;
- The Cardholder's address (delivery address);
- The Cardholder's telephone number;
- The name of the Card Issuer;
- The Card Number;
- The Card's Valid thru date;
- The order date;
- The total amount of the order;
- Information on value added tax;
- A description of the goods ordered; and
- The Cardholder's signature.

3.2.4 Storage

The Merchant shall for at least eighteen (18) months archive the order form/order documentation in accordance with the Payment Card Industry (PCI) Data Security

Standard (DSS). If requested by Bambora, the Merchant shall provide the order forms/order documentation for individual Transactions within five (5) bank days.

3.3 Delivery confirmation

For the delivery of physically deliverable goods or tickets, the recommended delivery methods include, for example, parcel or letter with signed delivery confirmation that includes an identity check upon collection. For the delivery of high risk goods, however, such delivery confirmation is a requirement; see section 5.2. If the Cardholder files a complaint and delivery confirmation was used, the subsequent investigation is better facilitated. The investigation may, however, still conclude that Bambora has the right to a Chargeback for a redeemed Card Transaction in accordance with the stipulations of the General Terms and Conditions.

The Merchant always bears all risks associated with Chargebacks for redeemed Card Transactions in accordance with the stipulations of the General Terms and Conditions if the Cardholder disputes that goods or services have been received regardless of how the Cardholder was identified in accordance with section 3.3.

4. Reporting

4.1 Submitting payment transactions etc.

Electronically collected payment transactions shall be transferred to Bambora within two (2) days of the date of payment. The "date of payment" is the date of authorisation. For environments such as hotels where so-called preliminary authorisation is used payment transactions shall be submitted to Bambora within thirty (30) days.

4.2 Transaction information

The Merchant shall upon delivery of goods or services provide the Cardholder with a Customer Receipt via e-mail or together with the goods/services upon delivery. The Customer Receipt shall include the following information:

- The word "receipt" in the title;
- The Merchant's name. The name shall be the same as that specified in the Agreement with Bambora and that is thus specified on the Cardholder's account statement;
- Telephone number and e-mail address of the Merchant's customer service;
- In appropriate cases, the Merchant's website (web address);
- Truncated Card Number;
- The amount of the Card Payment together with the transaction currency;
- The date and time of the Transaction;
- Unique transaction number/order number identifying the transaction;
- The Control Number received in the Authorisation process;
- In applicable cases, information that it concerns an Internet transaction;
- The transaction type (purchase or return);

- A description of the goods or services ordered;
- Return and refund rules;
- Other information in accordance with currently applicable legislation;
- For Telephone Orders, on the Cardholder's receipt the Merchant shall write "TO" or "Telephone Order"; and
- For Mail Orders, the Merchant shall write "MO" or "Mail Order".

In cases where a physical receipt for a processed and reported Card Transaction is not available, such as for certain types of Internet commerce, the Merchant shall establish and save a Transaction Log and at Bambora's request provide the following information on:

The Card Transaction:

- The Merchant's name;
- The Merchant's reporting number at Bambora;
- In appropriate cases, the Merchant's website (web address);
- A description of the goods or services;
- The recipient's name and delivery address and, in applicable cases, the recipient's method for authenticating him- or herself, such as 3D Secure code;
- Truncated Card Number;
- The amount of the Card Payment together with the transaction currency and VAT;
- The date and time of the Transaction;
- Unique transaction number/order number identifying the transaction;
- The Control Number received in the Authorisation process;
- The transaction type (purchase or return);
- Indicator for electronic commerce; and
- The orderer's IP address.

The Transaction Log shall fulfil the requirements of PCI DSS.

The Merchant shall at Bambora's request provide information about Card Transactions from the system that processes 3D Secure. If this system is managed by a Payment Service Provider (PSP), the Merchant shall ensure that the PSP can present this information on behalf of the Merchant. This even applies to requests for information about Card Transactions in the Transaction Log.

5. Other

5.1 Merchant

The Merchant's marketplace on the Internet must include at least the following information:

- The Merchant's name. The name shall be the same as that provided to Bambora in the Agreement and that is thus specified on the Cardholder's account statement;
- The country in which the Merchant is registered;
- A description of the goods or services offered;
- Prices;
- Transaction currency;
- Taxes and other government levies;
- Rules for returns and refunds, as well as delivery terms and conditions;
- Shipping costs;
- Customer service contact, e-mail address and telephone number;
- The Merchant's street address;
- Any export restrictions;
- Logos for Cards that the Merchant accepts;
- In applicable cases, logos for Verified by Visa and MasterCard SecureCode, as well as V.me and MasterPass; and
- Other information in accordance with current legislation applicable to the Merchant;

The Merchant agrees to provide correct information and to regularly update the information on the website regarding the above matters.

5.2 Risk reduction

Activated support for 3D Secure, MasterPass and V.me on the Merchant's website on the Internet means that the Merchant receives a so-called risk reduction, which means that the Card Issuer cannot normally make any claims for fraudulent Card Transactions.

This risk reduction applies to Cards branded Visa, MasterCard and Maestro, as well as the acceptance of MasterPass and V.me. For Cards branded Visa, however, the risk reduction does not currently include corporate and commercial cards issued by Card Issuers outside Europe.

Bambora is not responsible for informing the Merchant about card types and countries of issue or for warnings and/or checks on whether Cards are covered by the risk reduction.

Bambora has the right to retract the right to risk reduction if fraud levels, in the Payment Card Networks' assessment, exceed the currently applicable permitted levels.

The Merchant is aware that 3D Secure, MasterPass and V.me are not a guarantee for protection from fraudulent Card Transactions.

Regarding the sale of high risk goods such as home electronics, watches, jewellery and gift vouchers, the Merchant is aware of its risk exposure to fraudulent Card

Transactions as these are goods that are often subject to card fraud. Delivery confirmation for such orders is a requirement.

The Merchant shall at its own expense implement or acquire systems that prevent fraudulent orders.

The Merchant bears all risk for Card Transactions if the risk reduction available for 3D Secure, MasterPass and V.me is not used.

5.3 Special stipulations regarding Recurring Payments for sales over the Internet

- When the Merchant registers a new Cardholder for recurring payments and no debit is due at the time of registration, a so-called status check shall be conducted on the Cardholder's Card, that is, a so-called "zero value authorisation".
- When the Merchant registers a new Cardholder who is to pay by Card, the Merchant sends the first debit transaction in accordance with 3D Secure. The currently applicable 3D Secure risk reduction applies to this transaction.
- For subsequent recurring card payments (debits), the 3D Secure risk reduction does not apply and the Merchant bears all risk, unless otherwise agreed.
- When a Cardholder registers for and enters an agreement on recurring card payments, the Cardholder shall receive confirmation by e-mail. This confirmation shall include the text "recurring card payment" and information about the amount, how often it is debited and the duration of the agreement. It shall also specify whether the amount is fixed or variable.
- When a Cardholder pays for goods and/or services from a Merchant, the Merchant may not register the Cardholder for Recurring Payments without this being clearly stated and accepted by the Cardholder.
- The Cardholder shall receive an e-mail prior to each debit.
- Cardholders shall receive an e-mail before the expiration of any "free periods" or other types of introductory offers.
- Cardholders shall regularly be informed by e-mail about any changes to the debits, such as changes in the amount or date of the debits.
- The Cardholder shall be able to cancel a recurring card payment with immediate effect.
- The Merchant may not save the Card Number and other Cardholder Data in its systems unless security validation and, in applicable cases, certification in accordance with the Payment Card Networks' requirements (PCI DSS) have been implemented and approved.
- The Merchant shall be able to present documentation from software that processes 3D Secure and Customer Receipts as regards the Cardholder's choice of debit frequency and the period for which Recurring Payments have been permitted by the Cardholder.
- Card Transactions shall include information about Recurring Payments. The Merchant is responsible for establishing requirements for PSPs so that the card

transaction content is in line with the General Terms and Conditions, Regulations and Instructions.

- Card transactions shall always be checked via Authorisation prior to every debit. If Authorisation is rejected, the debit may not be processed.
- The amount that in accordance with the agreement with the Cardholder is to be debited may not be altered without the Cardholder's consent.

5.4 Special stipulations regarding Account on File for sales over the Internet

- When the Merchant registers a new Cardholder who is to pay by Card, the Merchant sends the first transaction in accordance with 3D Secure. The currently applicable 3D Secure risk reduction applies to this transaction.
- When the Merchant registers a new Cardholder for recurring payments and debiting is not applicable at the time of registration, a so-called status check shall be conducted on the Cardholder's Card, that is, a so-called "zero value authorisation".
- For subsequent card payments (debits), the 3D Secure risk reduction does not apply and the Merchant bears all risk, unless otherwise agreed.

6. Security

6.1 Processing of certain Cardholder Data

In order to on the one hand maintain a high level of security in global card payment systems and on the other strengthen trust in Cards as a means of payment, it is of the utmost importance that everyone who processes Cardholder Data does so in a secure manner. "Cardholder Data" refers to such information that is embossed or printed on the front and back of the Card, including information that is stored in the Card's magnetic stripe and chip. For these reasons, the Payment Card Networks have agreed to a common standard for processing Cardholder Data. The standard is called the Payment Card Industry (PCI) Data Security Standard (DSS) and has been established by the international payment card networks Visa and MasterCard.

The Merchant agrees to comply with the PCI DSS as currently published at www.pcisecuritystandards.org.

6.2 System approval

Systems that deliver transactions to Bambora shall be approved by Bambora, or by a third party designated by Bambora. Bambora can require special audits concerning the security of sensitive components. This audit or scan is conducted by a party chosen in consultation with Bambora.

6.3 Special regulations for Payment Service Providers

If the Merchant uses a third party (a so-called Payment Service Provider) for part or the whole of its Card Not Present, the Merchant must ensure that said third party complies with all of the requirements of PCI DSS.

6.4 Changes to systems etc.

Changes to the system affecting the conditions that applied at the time of approval may not be implemented without Bambora's consent.

Before Transactions may be sent to Bambora, the Merchant shall conduct a test specified by Bambora on said Merchant's connection to Bambora's receiving system. The Merchant shall inform Bambora prior to every installation, relocation or decommissioning of equipment that is technically connected to Bambora or another collector of Transactions that acts on behalf of the Merchant within the framework of this agreement.

6.5 Hacking and IT forensic investigation

If Bambora suspects that the Merchant's point of sale, computer or other system has been subject to hacking, manipulation or the like that, in Bambora's assessment, in some way affects the Parties' cooperation under this Agreement, Bambora has the right to conduct a so-called IT forensic investigation ("Investigation") of the concerned equipment. The Investigation may be conducted by Bambora or an IT forensic company engaged by Bambora.

The time, and related issues/procedures connected to the implementation of the Investigation, shall, unless Bambora deems it inappropriate, as far as possible be agreed between the Parties. If, however, Bambora deems it more appropriate, Bambora may visit the Merchant and conduct the Investigation without previously informing the Merchant.

It falls to the Merchant to participate in the Investigation to a reasonable extent and facilitate its implementation so that the purpose of the Investigation, which is to determine whether hacking/manipulation has taken place, can be achieved.

In cases where the Investigation determines that the Merchant's point of sale, computer or other system has been subject to hacking, manipulation or the like, the Merchant is obligated to at Bambora's request compensate Bambora for the costs of the Investigation.

[INSTRUCTIONS FOR SALES AND PAYMENT WITH CARD IN CONNECTION WITH DYNAMIC CURRENCY CONVERSION (1.5.2017)

These regulations, "DCC Instructions", apply to sales against payment by Credit Card in conjunction with dynamic currency conversion (Dynamic Currency Conversion), hereinafter referred to as "DCC". [The Instructions constitutes in principle an extract from the Card Schemes Regulations on the provision of DCC.]

The DCC Instructions comprise a supplement to the General Terms and Conditions that apply to the agreement on the Redemption of Card Transactions (the "Master Document") that has been entered between the Merchant and Bambora. In the event of discrepancies between the Master Document and the DCC Instructions, the DCC Instructions shall take precedence. Words that begin with a capital letter are words that have been assigned special significance/definition in the Master Document and in these DCC Instructions such words shall have the same meaning as in the Master Document.

1. Merchant commitments

Merchant shall, in a simple and objective way inform Cardholders about the DCC so that the cardholder is well aware of how DCC works. This includes that the Merchant before the transaction must ensure;

- That the Cardholder informed that DCC is voluntary,
- that the Cardholder is offered to approve the Transaction in the Merchant's pricing currency or the Card's billing currency,
- that the Cardholder is informed of the Transaction amount in both the Merchant's pricing currency and the Cardholder's billing currency with the provision of the relevant currency code or symbol,
- that the Cardholder is informed of any exchange source, the exchange rate and any premiums/fees which will be used if the Cardholder chooses to approve the Transaction in its billing currency, and
- that the Merchant, prior to the Transaction being carried out, is in agreement with the Cardholder of in which currency the Transaction should be approved.

The Merchant's obligations under the previous paragraph further includes that the Merchant;

- must not affect the Cardholder in its choice to choose DCC instead of the Merchant's pricing currency,
- in all communications, both written and oral, with Cardholders should present all currencies by providing the correct currency symbols and/or codes,
- do not use language or procedures that make it difficult for the Cardholder to pay the Merchant in its pricing currency, or affect the Cardholder to automatically select DCC.

2. Returns / crediting

Refunds/credit entries must be made in the same currency as the previous purchase Transaction, i.e. if the original purchase transaction was conducted in USD, also refund/credit must be done in USD. The Merchant must request the original Card payment receipt prior to any refund/credit is carried out to ensure that the Transaction is carried out in the correct currency. If it is not possible to ensure that the original transaction was performed with DCC, shall the returns / crediting be implemented in the pricing currency.