

## Service Specific Terms and Conditions for Nordea Connect

### 1. General

- 1.1 These service specific terms and conditions for Nordea Connect (“Service Specific Terms”) are applicable for corporate customers if agreed between the Customer and Nordea or if Nordea has informed the Customer that these terms apply to the CM Service. The Service Specific Terms must be construed in conjunction with the Terms and the Service Terms. Nordea Connect is considered to be a Channel service.
- 1.2 Nordea Connect is a platform for the purpose of facilitating online payments for distance sales transactions between the Customer and its consumer and corporate Payers.
- 1.3 Nordea provides the Customer with an online Customer-specific payment form to which the Customer directs the Payer to make the payment for the transaction initiated from the Customer. The payment form allows the Payer to select the payment method and to enter the required payment information. Certain payment methods and situations may require redirecting the Payer to the Payment Method Provider’s service, for example, in order to establish the Payer’s identity. Once the payment process is complete the Service returns the Payer to the Customer’s domain.
- 1.4 For some payment methods, for example card payments, Nordea Connect also offers the possibility of a direct integration between the Customer’s systems and Nordea Connect. In this case payment information is directly entered into the Customer’s web shop without the use of the Nordea Connect provided payment page, and is then sent to Nordea Connect for payment processing. Depending on the payment method, the Customer will be subject to additional regulatory compliance, for example PCI DSS compliance for card payments, and the appropriate certifications will need to be obtained by the Customer before transactions can be processed.
- 1.5 Nordea Connect contains an online transaction monitoring functionality in the merchant portal through which payment transaction data can be retrieved.
- 1.6 Nordea Connect provides also collection and settlement of payments in respect of certain payment methods in accordance with the Service Description.
- 1.7 Further information about Nordea Connect and the integration possibilities available in Nordea Connect, can be found in the Service description.

### 2. Including the Payment Method Providers' payment methods in Nordea Connect

- 2.1 Using Nordea Connect the Customer can opt to deploy one or more of the online payment methods supported by Nordea from time to time. Each payment method is governed by the relevant terms and conditions for the payment method and may require a separate agreement between the Customer and Nordea or a third party accepted by Nordea. In case of a conflict between the Service Specific Terms and the applicable terms and conditions for a payment method the latter shall prevail.

### 3. Agreement between the Customer and the Payer

- 3.1 Nordea is not a party to the agreement entered into by and between the Customer and the Payer and, in consequence, is not liable for the product or service provided by the Customer or for any associated performance by either party, such as the order, agreement or delivery including information related thereto, or any dispute arising from a delay, defect, misconduct or any other contractual breach whatsoever associated therewith. Nordea is under no obligation whatsoever concerning the guarantee, defect liability, refund or other similar issue or circumstance associated with a product or service delivered to, and accepted by, the Payer, nor is it liable for any of the associated costs.
- 3.2 Nordea is not liable for any unlawful act or omission or contractual breach committed by the Payer vis-à-vis the Customer.

### 4. Providing and using Nordea Connect

- 4.1 Nordea has the right to make changes that may have an impact on Nordea Connect. Should said changes necessitate a change in the Customer’s web shop, the Customer must implement said change at its own expense. A fee specified by Nordea will be charged for any change, requested by the Customer, in the service content.
- 4.2 The service content and the terms and conditions applicable thereto shall be determined based on the CCM Agreement and the Schedules, including the Service descriptions in force issued by Nordea from time to time.
- 4.3 Title and all intellectual property rights to the software, documents, test material, and test data, both in the

original and any revised version, are the property of Nordea or a third party (such as Nordea's principal or sub-contractor) and the Customer is not allowed to copy, publish, convert, modify or disseminate the data, documentation or software or to make them available to a third party, or to use the software in the supply of services to a third party, unless so required by preemptory law or regulation. After the expiry of the Nordea Connect agreement, the Customer shall, at its own expense, either return or, at Nordea's request, erase or otherwise destroy all original or duplicate copies, data recording media and documentation held by the Customer.

## 5. Integration of the Customer's interface

- 5.1 The Customer is responsible for the implementation and testing of the Customer's interface with Nordea Connect. At its expense, the Customer agrees to maintain the interface specified by Nordea and to comply with said interface.
- 5.2 Nordea is responsible for updating the interface and the interface description, in such a way that they meet the provisions agreed under the Service Specific Terms and the data security specifications referred to under chapter 6 ('Data security') herein. Nordea is not liable for any costs incurred by the Customer in connection with interface updates.

## 6. Data security

- 6.1 Nordea and the Customer are responsible for ensuring compliance with applicable data privacy and security laws and regulations, and that the data security of their own data systems is organised and maintained at an acceptable level and that the systems are reliably secured against unauthorised use.
- 6.2 The username, password and other similar access codes to Nordea Connect and the merchant portal (hereinafter also the "Identifiers") must be appropriately safeguarded and may be disclosed only to persons employed by the Customer who have an acceptable, justified reason for said disclosure. The Customer will be responsible for ensuring that such Identifiers are used in an appropriate manner.
- 6.3 The Customer is responsible for ensuring that the technology used for service provision does not compromise the privacy or data security of Nordea, or of the Payer using the Customer's services.

## 7. Availability of Nordea Connect

- 7.1 Nordea does not guarantee the uninterrupted availability of Nordea Connect.
- 7.2 Nordea is not responsible for any disruption or any other incident or error that may occur in the data system of a credit institution or other financing company employed by Nordea for the provision of Nordea Connect or any associated Payment method, the Customer or the Payer.
- 7.3 Nordea has the right to charge separately for the investigation and repair work related to remedying a defect caused by the Customer, or included under the Customer's responsibility, including the defects caused by
- improper use of Nordea Connect, negligence, or failure to adhere to the guidelines issued for the use or maintenance of Nordea Connect, or to the service environment requirements, or
  - hardware, data connections, software or specifications not included in the scope of Nordea Connect, or modification or repair performed by a party other than Nordea.
- 7.4 Nordea's liability for the service defect shall be limited to remedying the defective service under Nordea's control.

## 8. Complaints and liability for damages

- 8.1 Complaints regarding defects and serviceability of Nordea Connect shall be addressed to the recipients specified in the Service description in order to be valid.
- 8.2 Nordea is not liable for any loss or damage caused by an error or deficiency in the identification, contact, payment connection or assignment-related information that the Customer provides to Nordea.
- 8.3 Nordea's liability for a service defect or delay shall be limited to the remedying of the defect.

## 9. Confidentiality

- 9.1 Nordea and the Customer are bound by a duty of confidentiality that applies to all confidential information relating to both parties and their operations, including, but not limited to, information considered to be Nordea's or the Customer's trade secrets, the Service implementation method and security solutions and information disclosed to the parties in connection with the performance of the CCM Agreement. Information subject to the duty of confidentiality may not be used for any purpose other than providing the Nordea Connect service or performing a duty or obligation under the

CCM Agreement. The duty of confidentiality shall remain in effect for five (5) years after the termination of the agreement regarding Nordea Connect, or for a longer period should the laws in effect so require. Notwithstanding the above, the duty to keep information pertaining to any of Nordea's Customers confidential is not limited in time.

- 9.2 Nordea shall have title to all information conveyed through the payment form, as well as the right to use said information for the development of Nordea's services and/or products, either by itself or by use of subcontractors or partners.
- 9.3 The duty of confidentiality shall not apply to information that enters the public domain without breach of a confidentiality obligation, or which is disclosed to the party by a third party and imposes no confidentiality obligation, or that is known to the party at the time of disclosure. The duty of confidentiality shall not apply to any disclosure of information ordered by a competent government authority or court of law, or where required by force of law or under regulations.

## 10. Copyright and trademarks

- 10.1 The copyright and trademarks to Nordea Connect and the software used in the implementation are the property of Nordea or third parties. All rights to the copyright and the trademarks are reserved.
- 10.2 By virtue of the Service Specific Terms between Nordea and the Customer, the Customer is granted a license to use Nordea's trademark in connection with Nordea Connect for the duration of the term of the agreement regarding Nordea Connect. The Customer agrees to comply with the currently valid guidelines issued by Nordea for the use of the Nordea trademark. The Nordea trademark may be used solely in connection with Nordea Connect. The license to use the Nordea trademark is terminated concurrently with the agreement regarding Nordea Connect, upon which time the Customer agrees to stop using the trademarks licensed under the Service Specific Terms.

## 11. Discontinuation and termination

- 11.1 Nordea has the right to discontinue the provision of Nordea Connect, or to terminate the whole or parts of the CCM Agreement with immediate effect, if Nordea has justified cause to suspect that the use of Nordea Connect jeopardizes the Payer integrity or data security. Furthermore, Nordea may terminate the whole or parts of

the CCM Agreement if Nordea Connect is used for business activities which, in the opinion of Nordea, are illegal or morally or ethically inappropriate, such as buying or selling weapons, pornography and illegal gambling.

- 11.2 When the agreement regarding Nordea Connect has been terminated, the Customer must cease use and remove the trademarks associated with the Nordea Connect service, from its web shop.

## 12. Definitions

- 12.1 "Payer" means a natural person, or legal entity, that initiates a transaction on the Customer's web shop linked to Nordea Connect.
- 12.2 "Payment Method Provider" means a financing company, credit institution or other provider of a payment method (e.g. a billing company, payment card issuer or receiver of payment transactions).