

# Mobile invoice

## Special Terms and Conditions Applicable commencing Mars 1<sup>st</sup> 2018

The Mobile Invoice service (the "Service") grants the customer access to the IT infrastructure provided by PostNord Strålfors enabling the Customer to charge their End Customers for services and goods purchased through an invoice displayed in the End Customer's mobile device.

The Service is provided pursuant to these Special Terms and Conditions as well as to the terms of the specific Customer Assignment (the "Customer Assignment").

Unless otherwise stated in these Special Terms and Conditions or agreed separately with PostNord Strålfors, the PostNord Strålfors General Terms and Conditions (the "SGTC"), applicable from time to time, shall apply.

### Definitions

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

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

**Card acquirer:** Card acquirer means the Bank or company offering services for acceptance of payment by card.

**Customer:** means the party which together with PostNord Strålfors is entering into this Agreement.

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

**End-Customer:** End-Customer is the receiver of the invoice sent by the Customer through the Service.

**Landing Page:** Landing page is the web page designed in accordance with the Customer's instructions as stated in the Customer Assignment containing the relevant data about the invoice and the available payment methods.

**Payment Apps service provider (PASP):** PASP is the Customer's supplier of the technical payment solution handling and processing the payment.

**Payment service provider (PSP):** PSP is the Customer's supplier of the technical payment solution handling the card information and interfacing with card acquirer to process card payment.

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

**Receipt Page:** Receipt Page is a web page designed in accordance with the Customer Assignment containing the agreed information about the results of the invoice payment process.

**SGTC:** PostNord Strålfors' General Terms and Conditions applicable from time to time, available according to section 8.

## 1 Scope of the Service

The Customer has in the Customer Assignment stated which alternative the Customer has chosen out of the two base services described below in the versions Mobile Invoice Standard or Mobile Invoice Advanced

The Customer may, in addition to the Mobile Invoice Standard and the Mobile Invoice Advanced select the Options File Reception and/or Professional Services. The detailed scope of the Customer's service delivery is set out in the Customer Assignment.

Start-up fees, monthly fees and fees per invoice for the services rendered are stated in PostNord Strålfors' price appendix, applicable from time to time.

### 1.1 Mobile Invoice Standard

The Customer is granted access to the service, Mobile Invoice Standard, which includes the IT-service enabling presentation of invoice

data in a mobile device with standard Landing and Receipt pages and integration to agreed payment services as defined in the Customer Assignment.

### 1.2 Mobile Invoice Advanced

The Customer is granted access to the service, Mobile Invoice Advanced, which includes the IT-service PostNord Strålfors provides, to enable presentation of invoice data in a mobile device including customized Landing and Receipt pages and integration to agreed services as defined in the Customer Assignment.

### 1.3 Options - File reception

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

#### 1.3.1 Ftp/Ftps

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

#### 1.3.2 Virtual Private Network (VPN)

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

#### 1.3.3 Fixed Link

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

### 1.4 Data processing

The Customer gives PostNord Strålfors and/or its partner permission to store mobile numbers, images, message text, digital certificates and time information for the SMS/MMS messages sent and received, for the purpose of presenting historical information to the End-Customer via the web-based service. It shall be the Customer's responsibility to actively request participation in a Data Processing Agreement for regulating the relationship between the Data Processing Controller (the Customer) and the Data Processor (PostNord Strålfors), if the Customer sees this as a requirement under applicable regulations and/or the Customer's own procedures for responsible processing and storage of data.

### 1.5 Short Message Service(SMS)

The SMS content is designed according to data format agreed with the Customer as set out in the Customer Assignment.

### 1.6 Web-based service

The web-based service consists of Landing and Receipt pages and designed according data format agreed with the Customer as set out in the Customer Assignment.

### 1.7 Payment services

The payment service is integration between PSP and PASP as stated in the Customer Assignment.

### 1.8 Professional Services

The Professional Services stated in 1.8.1 –1.8.4 provided in connection with set-up and changes of the service, will be charged by the hour according to PostNord Strålfors' price appendix, applicable from time to time.

#### 1.8.1 Business Consultants

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

#### 1.8.2 Project management

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

#### 1.8.3 Technical Consultants.

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

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

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

#### 1.8.4 Training

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

### 1.9 Customer Service

#### 1.9.1 Customer support

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

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

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

#### 1.9.2 Extended customer support

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

- support to the end users of the Service;
- administration of the Customer's administration interface;
- extended service hours for the support service: and/or
- fixed deadlines for support measures.
- technical monitoring of the Customer's flows

The agreement on extended support, as well as the extent thereof, is set out in the Customer Assignment. .

#### 1.10 Operations

The Service is normally in operation twenty four (24) hours a day, seven (7) days a week. PostNord Strålfors does not warrant that the Service is free from error or disruption.

## 2 PostNord Strålfors' undertakings

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

### 2.1 Transmission of messages

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

### 2.2 Prerequisites for Connection

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

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

PostNord Strålfors shall be entitled to charge a separate fee for reasonable time expended in conjunction with connection of a Customer or in the event of delays attributable to the Customer, for example late deliveries, or in the event any other activity or measure which PostNord Strålfors takes according to a separate agreement with the Customer. If the Customer wishes to make changes which entail that the connection, in whole or in part, needs to be remade,

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

## 3 The Customer's undertakings

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

### 3.1 The Customer's equipment; systems requirement

Before entry into production of the Service, the Customer shall define, install, test and verify that the network and protocol communication requirements meet the requirements which are set out in the Customer Assignment.

### 3.2 Authorization

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

### 3.3 Connection

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

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

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

### 3.4 Changes

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

PostNord Strålfors shall confirm the change by implementing it and by informing the Customer of the change. PostNord Strålfors shall charge the Customer for the change in accordance with the PostNord Strålfors price appendix applicable from time to time.

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

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

### 3.5 Production Documentation

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

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

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

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

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

### 3.6 Customer Assignment

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

### 3.7 Payment service

The Customer undertakes to use the PSP and PASP integrated in PostNord Strålfors's services. All matters relating to payment processing shall be the sole responsibility of the Customer.

The Customer must enter into direct agreements with the Card Acquirer, the PSP or PASP in order to use the Service and to meet the contractual rules and guidelines laid down by the Card Acquirer, PSP and PASP.

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

The Customer is obliged to store information about payment transactions that have been conducted over the last eighteen (18) months from the date of the transaction was completed. The information shall, without special compensation be provided to PostNord Strålfors at PostNord Strålfors request.

### 3.8 Claims from end-customer

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

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

### 3.9 Liaison

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

## 4 Shutdown

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

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

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

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

## 5 Terms of Payment

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

## 6 Liability

The SCTC contain applicable terms and conditions regarding liability.

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

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

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

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

## 7 Premature termination

PostNord Strålfors shall be entitled to terminate the Agreement immediately if any agreements with third party providers are terminated or any other agreement with supplier/partner who is used to provide the Service to the Customer is terminated.

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

On the websites stated below, are published, for each country, the technical manuals and other service-related documents as well as Customer Terms and Conditions, i.e. the Special Terms and Conditions for each service and the SGTC, each applicable from time to time. Service-related documents and Customer Terms and Conditions published in accordance with the list below are applicable in the country in which the Service is provided by PostNord Strålfors in the language in which the Agreement is drafted.

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

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

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

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