

## Terms & Conditions for Plusius AB

### 1. General

- 1.1 The Payment Service you are about to use is provided by Plusius AB, with organisation number 559001 – 9906, with address Klostergatan 5B, 703 61 Örebro, Sweden (“**Plusius**”, “**we**”, “**us**” or “**our**”) on the terms and conditions set out below (“**the Terms**”).
- 1.2 These Terms describe the rights and obligations when using a specific service (“**Plusius Service**”, “**the Service**”) from Plusius. By using Plusius Service you agree that you have read, understood and that you accept these Terms. Plusius has the right to change these Terms at any time and you as a user of the Service will have to approve any updated version of these Terms before being able to continue the use of the Service. Each version of these Terms will be marked with a version stamp in the top left corner of the document. If you should not agree to the new or amended Terms, you may no longer use Plusius Service and you are obliged to stop using the Service.
- 1.3 For the purpose of these Terms, “Plusius Service” include any application programming interfaces (API’s), Plusius trade names, trademarks, logos, data, widgets, modules, databases, domain names or any other distinctive assets of Plusius that are provided to you for use under these Terms.

### 2. About Plusius

- 2.1 Plusius AB is a Swedish company that provides embedded financial solutions to our customers and/or partners (“**the Platform**”). For example, Plusius can help a Platform by providing payment services as a Payment Service Provider (PSP) for a smoother payment experience for the Platform’s users (“**you**” or “**user**”).
- 2.2 Plusius is a registered payment institution that provides Payment Services. The Services are operated with support of permission from the Swedish Financial Supervisory Authority. Plusius performs this Service in accordance with the Payment Services Act (2010:751) and Directive (EU) 2015/2366 on Payment Services (PSD2).

### 3. The Service

- 3.1 Plusius Service directed to users is initiated on the Platforms website, app and/or through their Platform. Once a user chooses to accept these Terms and Conditions and use Plusius Payment Service, the user will be able to pay for the chosen product or service, invoice or other bills with the preferred payment method of the user (“**the Transaction**”). Plusius will receive the payment on behalf of the user and make the payment to the established receiver of the payment. We use third-party providers for our Payment Initiation Services (PIS).
- 3.2 Once the user has entered all required details into the various parts of Plusius online interface, the user will be deemed to have expressly requested and authorised the

Transaction to take place in accordance with these Terms. The user acknowledges and agrees that its authorization is received by Plusius immediately following the user's expressed request and the user further acknowledges and agrees that it cannot withdraw or revoke its authorisation after this time.

- 3.3 Please note that Plusius is only responsible for the Services provided by Plusius in accordance with these Terms and other products or services provided to you by the Platforms are provided in accordance with the terms and conditions that apply to the Platform in question (where Plusius is a third-party provider for the Payment Services you are using).

#### 4. Your obligations as a user

- 4.1 **If you are a natural person not acting for professional purposes.** To subscribe to and use Plusius Service as a natural person acting as a consumer, you declare and guarantee that:

- i. You are at least 18 years of age, or of such age as required by the Platform, with capacity to enter into legally binding contracts;
- ii. You have the legal capacity to accept these Terms and Conditions and to use Plusius Services;
- iii. You are not acting in the context of a professional activity;
- iv. All information you provide when subscribing, or provided by you while using Plusius Services, is true, accurate and up to date;
- v. You are acting in your name and on your own behalf when using Plusius Services;
- vi. you will not use the Service for any fraudulent, illegal or unauthorised purpose;
- vii. you will provide true and complete information, and not falsely state, withhold or alter any data;
- viii. you protect your technical equipment and, if applicable, your Payment Card information to ensure that they are not used by any unauthorised party.

- 4.2 **If you are a legal entity (e.g. a company or association).** To subscribe to and use Plusius Service on behalf of a legal entity you declare and guarantee that:

- i. You are a legal representative of the legal entity and have full authority to legally bind them to these Terms and Conditions;
- ii. All information you provide when subscribing, or provided by you while using Plusius Services, is true, accurate and up to date;
- iii. The legal entity is acting on its own behalf when using Plusius Services;
- iv. The legal entity will not use the Service for any fraudulent, illegal or unauthorised purpose;

- v. The legal entity will provide true and complete information, and not falsely state, withhold or alter any data;
  - vi. The legal entity will protect its technical equipment and, if applicable, your Payment Card information to ensure that they are not used by any unauthorised party.
- 4.3 For clarity, the user is responsible for all fees you may incur from third parties when using the Service, such as additional bank charges, data traffic charges and tax-related fees (if applicable).
- 4.4 Plusius has the right, at its own discretion, to restrict or limit the use of the Service at any time.
- 4.5 Plusius monitors the use of the Service to ensure compliance with these Terms and to ascertain quality, detect misuse, improve Plusius products and services and you consent to such monitoring.
- 4.6 You are solely granted a limited, personal, revocable right to use Plusius Service for the functions set forth by Plusius and/or the Platforms service that you are using. You may only use Plusius Service in accordance with Plusius and/or the Platforms instructions and documentation. It is your responsibility to ensure that you are aware of the applicable instructions and documentation at all times.
- 4.7 Your purchase of goods, services, digital content or otherwise from the Platform will at all times be subject to the Platform's terms and conditions and Plusius shall in no way be liable for the actions or inactions of the Platform. Please ensure that you have reviewed and accepted the Platform's terms and conditions before using the Service.
- 4.8 If you know or suspect unauthorised use of the Service, you must immediately notify us at [support@plusius.io](mailto:support@plusius.io) and report the unauthorised use of the Service to your Payment Card Provider or connected bank that you are using in connection with your use of the Service. It will be the Payment Card Provider or your bank, and not Plusius, that will decide whether you should receive compensation for any loss according to your agreement with the Payment Card Provider or bank. It is very important that you report any unauthorised use to your Payment Card Provider or bank as soon as possible as otherwise you may not be able to claim a refund and/or compensation.
- 4.9 In the event of a breach of these commitments, we may take a number of measures to protect Plusius, at any time and at our sole discretion. In particular, we may, without notice, take the following actions:
- i. Terminate these Terms and Conditions;
  - ii. Restrict or limit your use of Plusius Service and/or suspend the use of the Service;
  - iii. Refuse to provide you with Plusius Service in the future, including on other Platforms;

- iv. Refuse at any time any payment or transaction, in this case we will notify the Platform of the refusal and reasons within the limits imposed by law.

## 5. Subscription conditions

To subscribe to Plusius Service, you must follow the registration procedure indicated by the Platform. Unless the Platform advise you differently, the Terms and Conditions are concluded remotely via the Platform's Interface and this is confirmed by an online acceptance procedure. In this regard, you must have the appropriate equipment (hardware and software), for which you are solely responsible. The date on which the Terms and Conditions are concluded corresponds to the date on which you complete the acceptance procedure on the Platform's Interface (or, where applicable, the date on which you manually signed the Terms and Conditions if the Platform has provided you with this option).

## 6. Availability and Liability

- 6.1 Plusius liability is limited to the provision of Plusius Service. We do not intervene in any legal or commercial relations, or in any disputed between you and the Platform or between you and any other user of the Platform. We do not exercise any control over the compliance or characteristics of the products and services for which we process a payment. We are extraneous to the contract between you and the Platform or between you and any other third party. As a result, we cannot be held liable for the non-performance or improper performance of the obligations resulting therefrom, nor for the fault, misconduct or negligence of any user or Platform committed towards you. The Platform is solely responsible for the security of their platform, and you must contact the latter concerning any dispute relating to the use of their platform. We are solely responsible for the security of the Plusius Service.
- 6.2 Plusius assumes no responsibility for any financial or other decisions you make based on your use of the Service or for services or goods you choose to purchase from independent third parties or Platforms.
- 6.3 Plusius shall under no circumstances be held liable (i) in the event of a user being blocked or suspended from using the Service, (ii) in the event of unavailability of the platform or your Interface, (iii) in the event of unauthorised access to your Interface or a security breach of the platform, (iv) in case of interruption or disruption to our software and computer system used to provide the Service, and (v) in the event of non-performance or improper performance of the obligations arising from your contract with the Platform or with another third party. In all cases, our liability is limited to compensation for direct damages related to our breach of any of our obligations under these Terms and Conditions, except in cases where such a limitation is prohibited by applicable law.
- 6.4 Unless otherwise provided by mandatory law, Plusius total liability for damages in connection with your use of the Service shall never exceed 50 EUR.

## 7. Intellectual Property Rights

Plusius Service may be protected by copyrights, trademarks and service marks and/or other proprietary rights under applicable law in Sweden as well as other jurisdictions. You agree to fully comply with these Terms as well as all applicable proprietary rights laws and other laws, as well as any additional copyright notices or restrictions contained in these Terms. You have no right to claim the ownership of, publish, copy, assign, transfer, license or otherwise dispose of these intellectual property rights to the source code or call structure of any Plusius Service. Plusius owns all rights, title, and interest to Plusius Service.

## 8. Protection of your Personal Data

- 8.1 In connection with the provision of Plusius Service, we collect and process your personal data ("Personal Data"). In accordance with European Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (GDPR), only Personal Data strictly necessary for the fulfilment of the specified purposes is processed. For more information regarding the processing of your Personal Data by Plusius, please consult our Privacy Statement at our website [www.plusius.io](http://www.plusius.io). For any questions or requests relating to the processing of your personal data, you can contact us at any time at: [support@plusius.io](mailto:support@plusius.io).
- 8.2 By signing these Terms and Conditions, you: (i) declare that you have read our privacy statement available on our website; (ii) you agree to consult our privacy statement periodically, since you are aware that it may be adapted according to changes to our personal data processing activities or the applicable regulations, with the latest version published on Plusius website; (iii) in the event that you act as a legal representative of a legal entity or association, and that you provide us with personal data relating to a third party, you undertake to communicate our privacy statement to such third party(ies).

## 9. Potential Fees

- 9.1 You authorise Plusius to deduct from your payment any fees agreed between you and the Platform in the Terms and Conditions that applies between you and the Platform and in connection with the service provided by the Platform. In this regard, you agree that the amounts to be deducted will be communicated to Plusius by the Platform. In the event of a dispute relating to the amount of the fees agreed between you and the Platform and which Plusius have deducted, we invite you to contact the Platform's customer service department.
- 9.2 When executing a payment transaction through the Service, domestic or international payments may occur from time to time in which case a fee chargeable to the user's bank account may apply according to the terms of the agreement between the user and its bank. By using the Service, the user acknowledges that he or she is solely

responsible for any and all fees applied by his or her bank when executing domestic or international payment transactions.

- 9.3 Plusius does not charge any direct fees to the user. The fees are charged through the Platform as a third-party service. For questions regarding fees, please contact the Platform in question.

## 10. Term and Termination

Plusius may terminate these Terms at any time with notice to you. Upon termination, you must cease using the Service. These Terms are valid until further notice by Plusius or by the Platform and apply to you for as long as you use the Service and/or for as long as you have any remaining obligations in accordance with these Terms.

## 11. Force Majeure

Plusius shall in no way be liable for any economic loss, delay or failure in performance to the extent such loss, delay or failure is caused by fire, flood, explosion, war, strike, embargo, governmental requirements, civil and military authority, data trespass, denial-of-service (DoS) attack, unlawful action of the User or any other cause beyond Plusius reasonable control.

## 12. Non-assignability

You may not transfer or assign your rights and obligations under these Terms and Conditions to a third party.

## 13. Non-waiver

The fact that you or we do not avail ourselves of any provisions set out in these Terms and Conditions at any given time does not constitute a waiver of a right and does not prevent the exercise of that right or any other right at a later date.

## 14. Matters of Suspected Criminal Activity ETC.

Plusius unilaterally reserves the right to take appropriate measures, keep records of and suspend a Transaction of the User in the event of suspected criminal or illicit activity, imminent civil actions by third parties due to the providing of the Service or any other act or omission such as severe malfunction or misuse of the Service that might expose the User or Plusius to damage regardless of the nature of such potential damage.

## 15. Know Your Customer (KYC)-Regulations and User Obligations to Provide Information

The payment transactions executed by the user are subjected to monitoring for the purpose of complying with applicable regulations regarding anti-money laundering and financing of terrorism. The policies and practices applied are constantly reviewed and may vary from time to time and depending of conditions pertaining to the user such as transaction patterns, geographical position etc. For the purpose of complying with applicable regulations, records may be kept and additional information may be requested from the user to establish matters such as identity, purpose of the payment transaction and origin of funds. By executing a payment transaction through the Service, the user commits to provide any and all such information as may be deemed necessary for these purposes and recognize that non-compliance with such request, even if such a request comes from the Platform, may result in refusal to complete the payment transaction of the user or other consequences as called for.

## 16. Complaints and mediation

- 16.1 For any complaints relating to the use of Plusius Service, we invite you to first contact the Platform's customer service department. For complaints related to Plusius Service, you can contact our Customer Support and Complaints department at the following email address: [support@plusius.io](mailto:support@plusius.io). You are also able to send questions or complaints by post to: Plusius AB, Klostergatan 5B, 703 61 Örebro, Sweden.
- 16.2 Plusius follows the Swedish Financial Supervisory Authority's general advice on complaint handling (FFFS 2002:23) and handles complaints in accordance with applicable regulations.
- 16.3 If you are not satisfied with Plusius handling of your complaint, you can contact the National Board for Consumer Disputes (Allmänna reklamationsnämnden, ARN), BOX 174, 1010 23 Stockholm, Sweden, with your report. For more information, please see [www.arn.se](http://www.arn.se).
- 16.4 If you want to know more about your rights when making payments within the EU, please have a look at this leaflet from the European Commission for more guidance: [https://comission.europa.eu/system/files/2019-09/leaflet-your-rights-payments-eu\\_en-pdf](https://comission.europa.eu/system/files/2019-09/leaflet-your-rights-payments-eu_en-pdf),
- 16.5 Plusius is a payment institution and is under the supervision of the Swedish Financial Supervisory Authority, as stated in the business register on [www.finansinspektionen.se](http://www.finansinspektionen.se), where you can search on Plusius institute number 58214 and which can also be confirmed by contacting: Finansinspektionen, BOX 7821, 103 97 Stockholm, Sweden, phone: +46 8 408 980 00.

## **17. Severability**

The invalidity or unenforceability of any provisions of these Terms shall not affect the validity or enforceability of any other provisions of these Terms, which shall remain in full force and effect.

## **18. Governing Law**

- 18.1 Swedish law shall apply to these Terms and Conditions, except where laws of public order (such as local consumer law) are intended to apply to the relationship that binds us.
- 18.2 Disputes shall primarily be resolved through negotiations in good spirit between the parties. If the parties cannot agree amicably, the dispute shall be settled by a Swedish General Court.