

LDS PORTAL - TERMS OF USE

Welcome to the LDS Portal. Please read these terms and any other terms referenced herein carefully.

By creating an LDS Portal account, through your acceptance of this Agreement by ticking the checkbox or by continuing to use the LDS Portal after being notified of a change to these terms, you acknowledge your full understanding of and agree to be legally bound by this Agreement.

DEFINITIONS

“**Affiliate**” of a party means an entity (i) which is directly or indirectly controlling such Party; (ii) which is under the same direct or indirect ownership or control as such party; or (iii) which is directly or indirectly owned or controlled by such party. For these purposes, an entity shall be treated as being controlled by another if that other entity has more than fifty (50) % of votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body;

“**Agreement**” means these terms of use, including the Documentation and any addendums, and any other operating rules and policies as set forth by LDS, in its own discretion, and made available to the Merchant, directly or by reference, as amended from time to time;

“**Agreement regarding Cash Register System**” means an agreement regarding the provision of a cash register system intended to apply between the Merchant and LDS’ Affiliate Loomis Pay Denmark Aps;

“**Confidential Information**” means any commercial or technical information furnished by one party to the other party including, but not limited to, trade secrets, information pertaining to the Intellectual Property Rights, the Documentation, technical data and all other proprietary information or materials, whether disclosed in written or oral form. However, Confidential Information does not include any information that the Receiving Party can show (i) was known to the Receiving Party at the time of disclosure by the Disclosing Party; (ii) was in the public domain at the time of the execution of this Agreement or which has come in the public domain during the term of this Agreement through no fault or breach of the Agreement by the Receiving Party; or (iii) has been, in a verifiable manner, independently developed by the Receiving Party without reference to or use of the Confidential Information of the Disclosing Party or the Disclosing Party;

“**Disclosing Party**” means the party disclosing Confidential Information;

“**Documentation**” means any relevant documentation relating to the functional, technical or commercial aspects of the LDS Portal and its functionalities, furnished in physical form or made available from within the LDS Portal or otherwise online (such as on LDS’ website or by e-mail);

“**Force Majeure Event**” means an event beyond a party’s reasonable control including, without limitation, pandemics, epidemics, strikes, lock-outs or other labour disturbances or disturbances by fire, flood, war, embargoes, blockades, riots, governmental interference, interruptions, loss or malfunctions of utilities, communications, hardware or software

services, denial of service attacks or from defects or delays in the performance of its suppliers or subcontractors if caused by any circumstance referred to in the foregoing;

“**Intellectual Property Rights**” means, including without limitation, patents, trademarks, service marks, registered designs, applications for any of the foregoing, copyrights, design rights, know-how, trade and business names and any other similar protected rights in any country, whether registered or not, as well as all drawings, plans, diagrams, specifications, programs, materials, methods, processes, techniques, technologies, data or other information;

“**LDS**” means Loomis Digital Solutions AB, Reg. No. 556961-5312, a limited liability company incorporated under the laws of Sweden;

“**LDS Portal**” means LDS’ web portal used by the Merchant to apply for an Agreement regarding Cash Register System, or a Payment Services Agreement, as applicable, and which, following the entering into of such agreement, is used by the Merchant to view and administer the payment information and transaction data generated under such agreement;

“**Merchant**” means the legal entity entering into this Agreement;

“**Merchant Data**” means all data and information relating to the Merchant and its operations, customers, clients, personnel and assets in whatever form that may exist and whether entered into, stored in, generated by or processed through or as a part of the use of the LDS Portal or to which LDS otherwise may have access as a consequence of this Agreement;

“**Payment Services Agreement**” means an agreement regarding the provision of payment services and, if agreed, cash handling services, intended to apply between the Merchant, LDS and, where cash handling services are included, a Loomis Affiliate;

“**Regulatory Requirements**” means the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR) and the national legislation applicable to the processing of personal data;

“**Receiving Party**” means the party receiving Confidential Information; and

“**SCC**” means the Stockholm Chamber of Commerce.

1. INTENDED USE; USER RIGHTS

1.1 The LDS Portal is solely intended for commercial use, to the exclusion of any private use. This Agreement shall therefore only apply in relation to legal entities.

1.2 The Merchant’s initial application for an LDS Portal account is subject to a manual verification process by LDS and, if such application is approved by LDS, a Payment Services Agreement or an Agreement regarding Cash Register System must be entered into. The Merchant will following the entering into of the Payment Services Agreement or Agreement regarding Cash Register System be granted access to the LDS Portal as set out in section 2.

1.3 LDS reserves the right to terminate this Agreement and the Merchant’s access to the LDS Portal immediately and without notice if the Merchant’s application to enter a Payment

Services Agreement or an Agreement regarding Cash Register System is denied for whatever reason.

2. PROVISION OF THE LDS PORTAL

- 2.1 During the term of this Agreement and subject to the Merchant's use of the LDS Portal in accordance with this Agreement and the Documentation, LDS will use its commercially reasonable efforts to provide the LDS Portal to the Merchant without interruptions, except for in the event of (i) downtime for scheduled maintenance; (ii) downtime for emergency maintenance (of which prior notice is given to the Merchant if practically feasible); (iii) a Force Majeure Event; (iv) unavailability caused by Internet provider's failure or delay; (v) unavailability that is or reasonably should be attributed to the Merchant's acts or omissions contrary to this Agreement; or (vi) disruptions in the Merchant's IT-systems and/or infrastructure.
- 2.2 LDS grants to the Merchant a non-exclusive, non-transferable, revocable right to access and use the LDS Portal in accordance with this Agreement and the Documentation during the term of this Agreement.
- 2.3 LDS reserves the right to, at any time and in its own discretion, modify, update or upgrade the LDS Portal (or any part thereof), provided that such modification, update or upgrade does not diminish the overall functionality of the LDS Portal.

3. USE OF THE LDS PORTAL

- 3.1 The Merchant undertakes to (i) be solely responsible for all activity that occurs under the Merchant's account, which at all times must be in accordance with this Agreement; (ii) be solely responsible for any and all unauthorised use of the LDS Portal under the Merchant's account; (iii) be solely responsible for Merchant Data (other than with respect to LDS' obligations in regard of the Merchant Data according to this Agreement); (iv) obtain and maintain during the term of this Agreement all necessary consents, agreements and approvals for all actual or intended use of the Merchant Data, information, data or other content which the Merchant will use in connection with the LDS Portal; (v) not use the LDS Portal in any manner contrary to this Agreement including any and all instructions provided by LDS connected thereto, the Documentation, applicable law or regulations in any jurisdiction where the LDS Portal is used; (vi) not disrupt, disable, decompile, reverse engineer or otherwise interfere with the LDS Portal; (vii) not provide access to the LDS Portal to any third party; and (viii) use its best efforts to prevent unauthorised access to, or use of, the LDS Portal and notify LDS promptly of any known or anticipated unauthorised access or use.
- 3.2 The Merchant agrees that LDS may, with, if reasonably practical, prior notice to the Merchant, suspend the Merchant's access to the LDS Portal if LDS reasonably concludes that the Merchant's use of the LDS Portal is causing immediate risk for or ongoing harm to LDS or others. LDS shall use commercially reasonable efforts to resolve the issues causing the suspension of access to the LDS Portal. Consequently, the Merchant agrees that LDS will not be liable to the Merchant or any third parties for any suspension of access to the LDS Portal under such circumstances as described in the foregoing.

4. CONSIDERATION

Registration of an LDS Portal account is free of charge. This does not affect any payment obligations that might be incurred by the Merchant pursuant to the Payment Services Agreement or Agreement regarding Cash Register System.

5. MERCHANT DATA AND DATA PROTECTION

5.1 The Merchant grants LDS, LDS' Affiliates and subcontractors a non-exclusive, revocable license to host, copy, transmit and display Merchant Data to the extent necessary under this Agreement and the Payment Services Agreement or Agreement regarding Cash Register System, at all times subject to the Regulatory Requirements.

5.2 The Merchant Data is and will remain the property of the Merchant at all times. Except as required by applicable law, LDS will not (i) use the Merchant Data for any other purpose than directly in relation to the performance of its obligations under this Agreement and the Payment Services Agreement or Agreement regarding Cash Register System; (ii) sell, exploit, assign rights in or otherwise dispose of any Merchant Data; and (iii) make any Merchant Data available to any third parties except for LDS' Affiliates or subcontractors and then only to the extent necessary to enable such Affiliate or subcontractor to perform their own or its part of LDS' obligations under this Agreement and the Payment Services Agreement or Agreement regarding Cash Register System. LDS will establish and maintain reasonable administrative, physical and technical safeguards against the destruction, loss or alteration of any Merchant Data in the control of LDS. Notwithstanding what is set out in this clause 5.2, LDS shall have the right to handle Merchant Data in aggregated or anonymised form, at all times subject to the Regulatory Requirements.

5.3 Subject to clause 5.2, upon written request by the Merchant made within thirty (30) days after the date of termination of this Agreement, LDS shall, at the option and reasonable expense of the Merchant, return a copy of the Merchant Data in a suitable format and, subject to clause 6.4, delete the Merchant Data thereafter.

5.4 Each party shall be individually responsible, as a sole data controller, for its own processing of personal data pursuant to and/or in connection with this Agreement. This means that each party determines the purposes and means for their respective processing of personal data. If the conditions changes so that one party, in fact, processes personal data on behalf of the other, the foregoing shall be replaced by a data processing agreement. With regard to LDS' processing of personal data as a controller (according to the Regulatory Requirements), please be referred to [LDS' privacy policy](#).

6. CONFIDENTIALITY

6.1 The Receiving Party receiving Confidential Information from the Disclosing Party undertakes to hold the Confidential Information strictly confidential and to not disclose such Confidential Information to any third party, except as provided for in this Agreement.

6.2 The Receiving Party may only use the Confidential Information within the scope of the purpose of this Agreement and shall limit access to the Confidential Information of the Disclosing Party on a need-to-know basis.

6.3 This Agreement shall not prevent the disclosure of Confidential Information to the extent such disclosure is mandatory under provisions of mandatory legislation or stock market

regulations. The Receiving Party shall, to the extent permitted by mandatory legislation or stock market regulations, notify the Disclosing Party of any required disclosure and make its best efforts to reduce any damage to the Disclosing Party resulting from such mandatory disclosure.

- 6.4 Subject to what may otherwise be provided for in this Agreement, following the termination of this Agreement, the Receiving Party shall return or delete any and all Confidential Information and not retain any copy, duplicate, extract or reproduction in whole or in part. However, the Receiving Party shall be entitled to retain copies of the Confidential Information to the extent required by compulsory legislation, stock market regulations or other applicable rules (such as professional standards) and copies of the Confidential Information resulting from automatic back-up procedures or archival copies not accessible day-to-day and which are generated in the ordinary course.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 Each party's Intellectual Property Rights shall remain the property of the respective party and the other party shall have no right to nor interest therein. Nothing in this Agreement constitutes a transfer, assignment or grant of any ownership rights in any Intellectual Property Rights.
- 7.2 All Intellectual Property Rights existing in the LDS Portal or the Documentation shall remain the Property of LDS. All Intellectual Property Rights existing in the Merchant Data shall remain the property of the Merchant.

8. DISCLAIMER OF WARRANTIES

- 8.1 The LDS Portal is made available to the Merchant strictly on an "as is" basis. LDS does not give, and hereby explicitly excludes, any and all warranties, whether expressed or implied, with respect to the LDS Portal, including without limitation warranties regarding the LDS Portal's quality, functionality, applicability and availability, security, absence of bugs, errors, defects or interruptions, fitness for the Merchant's requirements and non-infringement of any third party rights.
- 8.2 The Merchant acknowledges and agrees that it shall use the LDS Portal at its own risk, including the risk for any loss of data, and shall be solely responsible for any breach of its obligations under this Agreement, any applicable third party contract or terms of service or any applicable law or regulation, and for the consequences (including any loss or damage which LDS or any third party may suffer) of any such breach.

9. INDEMNIFICATION

To the maximum extent permitted by applicable law, the Merchant agrees to indemnify and hold LDS harmless from and against any loss or damage suffered or incurred by LDS as a result of any claim, suit, action or demand, directly or indirectly, from any third party arising

out of or in connection with the Merchant's use of the LDS Portal and any breach or non-compliance by the Merchant of this Agreement or applicable laws and regulations.

10. LIMITATION OF LIABILITY

LDS shall in no event, whether as a result of breach of contract or warranty, or under any legal theory, be liable for any incidental, consequential, punitive, special or indirect damages or losses, including, but not limited to loss of profit or loss of data. To the maximum extent permitted by applicable law, LDS' liability under this Agreement shall in no event exceed 1,000 SEK.

11. TERM AND TERMINATION

11.1 Subject to clause 1.3, this Agreement will continue to apply until the termination of the Payment Services Agreement or Agreement regarding Cash Register System.

11.2 Following the termination of this Agreement, howsoever occasioned, all rights granted to the Merchant in relation to the LDS Portal will immediately cease and the Merchant shall stop using the LDS Portal.

11.3 Terms which by their nature extend beyond the term of this Agreement shall survive the termination of this Agreement.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 This Agreement shall be governed by the substantive laws of Sweden, without regard to its conflict of laws rules.

12.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the SCC. The Arbitration Rules by the SCC shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that Rules for Expedited Arbitrations shall apply. In the former case, the Arbitral Tribunal shall be composed of three (3) arbitrators.

12.3 The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English. The confidentiality undertaking in this Agreement shall, *mutatis mutandis*, apply to the arbitral proceedings, the arbitral award and the fact that arbitration has been initiated.

If you have any questions regarding the LDS Portal or the Agreement, please contact us by visiting the [Contact section](#) on our website.

Contracting Entity: Loomis Digital Solutions AB
Box 702
101 33 STOCKHOLM
Sweden