

Special terms and conditions for Kivra's payment service

Valid from 3 November 2018 to 24 September 2020

In case of any inconsistencies between the Swedish and the English version of these "Special terms and conditions for Kivra's payment service", the Swedish version shall take precedence.

1. Description of the payment service

Kivra offers an additional service in accordance with section 3 of the general terms and conditions ([read here](#)) which enables payments of invoices, bank statements and notices that have been transmitted to a User's digital mailbox (the "Payment Service").

The Payment Service is provided by Kivra AB, reg. no. 556840-2266, with address Vattugatan 17, 111 52 Stockholm.

The Payment Service consists of two (2) separate payments made by Kivra on behalf of the User. The first payment (the "Direct Debit Deduction") is made after the User has initiated the payment with the aim of making payment available on Kivra's payment service account. Means of payment made available through the Direct Debit Deduction will then be used to make a payment to the invoice issuer (the "Supplier Payment").

Kivra only makes payments to Users when they have explicitly requested this by following the instructions in the Payment Service. The payments thus differ from a traditional direct debit as payments via Kivra must be initiated by the User.

2. Access to the Payment Service

Users' access to the Payment Service is allowed once

(1) Kivra has acquired customer knowledge by the User completing registration in accordance with the registration options that Kivra offers from time to time (including the approval of Kivra's [PEP policy](#)),

(2) after completion of activation of the Payment Service, including consent to Kivra to carry out withdrawals from the User's account at the User's request, in accordance with the activation routines that Kivra offers from time to time and which are described in the Payment Service, and

(3) after the User's payment service provider (eg bank or payment institution) has approved that the account specified in the above-mentioned activation routines can be used for direct debit.

In connection with the User activating the Payment Service, the User also accepts the Special conditions for Direct Debit (see below) which have been made available in connection with the activation of the Payment Service.

3. Use of the Payment Service

The User may, after Kivra has granted the User access to the Payment Service, initiate a payment in the Payment Service by following instructions in the Payment Service in connection with the invoice that the User wishes to pay.

At the time when the payment is initiated, the User will be informed when the payment will be received by the invoice issuer. If the payment is initiated late so that it cannot be received by the invoice issuer before the invoice due date, the User is informed of this and is instead asked to choose another payment method to complete the payment on time.

If there are no funds available on the account on the day when withdrawal is made to make the payment, the payment will not be made. Kivra informs the User about the failed payment by email (at the email address provided by the User when registering in accordance with the General Terms and Conditions, [read here](#)). The User is prompted to initiate the payment again or to select another payment option.

4. Time of receipt of payment order

A payment order is considered to be received on the same day as the User initiated the payment in the Payment Service if it takes place before 13:00 on a banking day, otherwise the payment order is considered to have been received the next banking day.

5. The Direct Debit Deduction

For payments where the User has selected "Pay on due date" and the payment order has been received at least three (3) banking days before the invoice's due date, the Direct Debit Deduction is carried out two (2) banking days before the invoice's due date.

For payments where the User has selected "Pay on due date" and the payment order has been received less than three (3) banking days before the invoice due date, the Direct Debit Deduction is carried out on the banking day after receipt of the payment order.

For payments where the User has selected "Pay directly", the Direct Debit Deduction is carried out on the banking day after receipt of the payment order.

6. The Supplier Payment

The Supplier Payment is made on the banking day after the means of payment have been made available on Kivra's payment service account by carrying out Direct Debit Deduction as described above.

7. Time for cancellation of payment order

A payment can be canceled by the User before 13:00 the day before the Direct Debit Deduction takes place. The User can cancel the payment by following the instructions in the Payment Service.

8. Processing of personal data

In order to provide the Payment Service to you, Kivra needs to collect and process certain personal data about You in accordance with the information about Kivra's processing of personal data which You find [here](#). It is important that You read the information and ensure

that You agree with how we process Your personal data. If You do not want the personal data to be processed in the manner described in the information, or You want the data to be deleted, You must unregister from the Payment Service. You can feel confident that Kivra always takes the utmost account of your privacy and handles your personal data with great caution and care.

9. Responsibilities of Kivra

Kivra is responsible for ensuring that payments initiated before 13:00 three (3) banking days before the invoice due date are received by the invoice issuer no later than the invoice due date.

Kivra's liability is limited to making payments of the invoices that the User has approved in the prescribed manner. Kivra has no responsibility for repaying amounts to the User in the event that the User has cancelled a payment instruction too late, which means that the transfer of payment funds has begun to Kivra and/or to the payee.

Kivra is not responsible for any additional costs that arise due to the User's delayed payments that are a result of negligence or failure to take into account transaction times that the Payment Service entails and which are described in the service.

10. Responsibilities of the User

The payment information used in the Payment Service is provided by the invoice issuer. The User is responsible for, and is obliged to, review and check the payment information in the invoices transmitted to the User. The User is responsible for ensuring that the payment instructions that the User approves in the Payment Service are correct.

When using the Payment Service, the User is obliged to follow the instructions for, among other things, payment transactions and cancellation of payments that are available in the Payment Service from time to time. When using the Payment Service, the User is responsible for making payments to the payee within the agreed time by taking into account the current transaction time that the Payment Service entails and which is described in the Payment Service.

The User is responsible for ensuring that there are funds available on the account at the time when withdrawals for payment are made. If there are no funds available on the account on the day when the Direct Debit Deduction is made, the payment will not be made. The payer is then asked to choose another payment option to make his/her payment within the agreed credit period.

Users who are a person in a politically exposed position according to the definition in the Act (2017:630) on Measures against Money Laundering and Terrorist Financing are obliged to inform Kivra about this according to the instructions that are available in the Service at any time ([PEP-policy](#)) before the User starts using the Payment Service.

If a User suspects that the User's login information to Kivra has been obtained by an unauthorized person or is otherwise misused, the User is obliged to change the information

immediately. If the User suspects that the information has been improperly used to make payments in the Payment Service or that there is a risk of this, the User is obliged to inform Kivra by contacting Kivra's customer service (support@kivra.com).

11. Controls and misuse of the Payment Service

Kivra performs controls on Users of the Payment Service in accordance with the Act (2017:630) on Measures against Money Laundering and Terrorist Financing and may as a result of these controls prevent the User from accessing the Payment Service.

Kivra may cross-check personal data for Users of the Payment Service with sanction lists in force at any time in accordance with the Act (2017:630) on Measures against Money Laundering and Terrorist Financing.

The User is obliged to state, at Kivra's request, tax domicile, residence or other question that Kivra may ask in order to make a risk assessment and to fulfill Kivra's obligations in accordance with the Act (2017:630) on Measures against Money Laundering and Terrorist Financing, applicable regulations and other applicable legislation concerning the Payment Service. The User is also obliged to ensure that such information is kept up to date and to change the information if necessary.

At Kivra's request, the User is obliged to state the purpose of his/her connection to the Payment Service.

Kivra reports all suspicions that Users are using the Payment Service illegally to the competent authority. Kivra also has the right to terminate the Payment Service for a User, in whole or in part, if Kivra becomes aware of or has reason to suspect that the User is using the Payment Service for illegal activities.

12. Changes of terms

Kivra reserves the right at any time to change and/or make additions to these terms and conditions.

Changes in terms must be notified to Users in a manner decided by Kivra no later than one (1) month before the change takes effect. However, Kivra always has the right to immediately make changes and additions that are required by law, regulation or official decisions.

Consent to payment by Direct Debit

The undersigned ("payor") consents to payments being made through withdrawals from the nominated account or from an account subsequently nominated by the payor at the request of the specified payee for payment to such party via Direct Debit on a particular date ("due date").

The payor consents to personal data provided in this consent being processed by the

payor's payment service provider, the payee's payment service provider and Bankgirocentralen BGC AB for administration of the service. The controller for this personal data processing is the payor's payment service provider, the payee and the payee's payment service provider. The payor can request access to or rectification of personal data at any time by contacting the payor's payment service provider. Further information about the processing of personal data in conjunction with payments can be found in the conditions for the account and in the contract with the payee. The payor can revoke this consent at any time, which means that the entire service will be terminated.

Description

General

Direct Debit is a payment service, which means that payments are made from the payor's account on the initiative of the payee. The payor must grant their consent to the payee initiating payments from the payor's account to enable the payor to pay via Direct Debit. Furthermore, the payor's payment service provider (e.g. bank or payment institution) shall approve use of the account for Direct Debit and the payee shall approve the payor as user of the Direct Debit.

The payor's payment service provider is not obliged to consider the authorisation of or notify the payor in advance of withdrawals requested. Withdrawals are debited from the payor's account in accordance with the rules applicable to the payor's payment service provider. The payment service provider will notify the payor about withdrawals. The consent may be transferred, at the request of the payor, to another account at the payment service provider or to an account with another payment service provider.

Definition of banking day

'Banking day' means every day with the exception of Saturdays, Sundays, Midsummer Eve, Christmas Eve or New Year's Eve or other public holidays.

Information about payment

The payee will notify the payor of the amount, due date and payment method no later than eight banking days before the due date. This may be notified prior to each individual due date or on one occasion in respect of several future due dates. The notification shall be provided no later than eight banking days before the first due date if the notification relates to several future due dates. However, this does not apply if the payor has approved the withdrawal in conjunction with the purchase or order of goods or services. In such a case the payee will notify the payor about the amount, due date and payment method in conjunction with the purchase and/or order. By signing this consent, the payor grants consent to the implementation of payments covered by the payee's notification in accordance with this clause.

Funds must be available in the account

The payor must ensure that there are sufficient funds in the account by no later than 00:01 on the due date. The payments will not be made if the payor does not have funds in the account on the due date. If there are no funds for payment on the due date, the payee will

attempt a further withdrawal during the coming banking days. The payor may receive information on request from the payee regarding the number of withdrawal attempts.

Stopping payments (revocation of payment order)

The payor may stop a payment by contacting either the payee no later than by two banking days before the due date or its payment service provider no later than the banking day before the due date at the point in time stated by the payment service provider.

If the payor stops a payment in accordance with the above, this means that the payment in question will be stopped on this single occasion. The payor must revoke this consent if the payor wants all future payments initiated by the payment recipient to be stopped.

Term of validity of consent, revocation

The consent applies until further notice. The payor is entitled to revoke the consent at any time by contacting the payee or its payment service provider. In order to stop payments, the notification revoking the consent shall have been received by the payee by no later than five banking days before the due date or alternatively received by the payment service provider no later than the banking day before the due date at the point in time specified by the payment service provider.

The right of the payor and the payor's payment service provider to terminate the connection to Direct Debit

The payee is entitled to terminate the payor's link to Direct Debit thirty days after the payee has notified the payor thereof. However, the payee is entitled to immediately terminate the payor's link to Direct Debit if the payor has not had sufficient account balances on the due date on repeated occasions or if the account to which the consent relates has been closed or if the payee considers that the payor should not participate in the Direct Debit for some other reason. The payor's payment service provider is entitled to terminate the payor's connection to Direct Debit in accordance with the conditions applicable between the payor's payment service provider and the payor.