



User terms and conditions for Payment Cards in the Swish App

Version 1.0

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Contents

1. Introduction	2
2. Use	2
3. Processing personal data	3
4. Updates and security	3
5. Limitation of liability	4
6. Intellectual property rights	4
7. Communication	4
8. Termination and blocking of the Service	4
9. Applicable law	5

1. Introduction

Payment Cards in the Swish App, or the Service, is a free service that is offered and supplied by Getswish AB. Your use of Payment Cards in the Swish App assumes that you accept these terms and conditions.

Payment Cards in the Swish App allows you to save payment card details in the Swish app, which in turn enables the use of digital versions of these payment cards in the Swish app. With the support of NFC technology, these payment cards can then be used to make payments in stores.

Payment Cards in the Swish App does not entail any of the following services: credit rating, card issuing, authentication activities such as denied payment, payment processing, chargebacks, purchases, returns and refunds. In the event of any problems due to one of the above issues, please contact the issuer of the payment card in relation to which the problem occurred, or the merchant with whom you used your payment card. In the event of disputes or claims regarding payment transactions for which you have used Payment Cards in the Swish App, please contact the card issuer or the merchant that you used your payment card to pay for goods or services.

2. Use

(a) Age limits. You must be at least 13 years old to use Payment Cards in the Swish App. Payment Cards in the Swish App can be used by users who have the Swish app. If you have reached the age of 13 but have not yet turned 18, you must have the permission of your legal guardian to use Payment Cards in the Swish App, and you and your legal guardian must agree to the terms and conditions.

(b) Basic user requirements. If you wish to use Payment Cards in the Swish App, you will need to: (i) have access to Swish Private; (ii) comply with the terms and conditions for Payment Cards in the Swish App; (iii) use a device that meets the system and compatibility requirements of Payment Cards in the Swish App (these may change from time to time); (iv) have a working internet connection; and (v) have the Swish app. You are responsible for ensuring that these basic user requirements are met.

(c) Getting started. You can configure Payment Cards in the Swish App using the Swish app on your device. Once you have entered the information required to add a payment card to the Swish app, Getswish and your card issuer will check whether the payment card can be added to the Swish app. If the card issuer supports Payment Cards in the Swish App and the payment card is a payment card that can be accepted by the Service, a view will appear in which you agree to your card issuer's terms and conditions. Once you have added the payment card, the Service will store an encrypted virtual card number that represents the payment card's actual card number. This virtual card number will be used for all payments made using Payment Cards in the Swish App.

Payment Cards in the Swish App only works in stores that accept contactless card payments via NFC.

(d) Use of Payment Cards in the Swish App. The use of Payment Cards in the Swish App is governed by these terms and conditions and the applicable terms and conditions from your card issuer. Nothing in these terms and conditions changes your card issuer's terms and conditions. The card issuer's terms and conditions apply between you and the card issuer. You confirm that your card issuer may receive information from Getswish to enable you to make payments from the payment card that you have added to Payment Cards in the Swish App. You agree not to use Payment Cards in the Swish App in contravention of applicable laws and provisions. You agree not to disrupt or misuse Payment Cards in the Swish App, either directly or indirectly, including any related servers, networks or other infrastructure. You agree to only use Payment Cards in the Swish App on your own behalf as a private individual and only with your own payment cards. If you use Payment Cards in the Swish App with a company card, you must have the approval of the company.

(e) Problems using Payment Cards in the Swish App. Problems may arise when using Payment Cards in the Swish App, such as: (i) if you remove the payment card from the Swish app; (ii) if you reset your device or change your device; (iii) if you terminate your Swish Private agreement with your bank; or (iv) if Getswish removes the payment card from the Swish app, for example due to a request from the card issuer or a payment network (such as VISA or MasterCard) or in the event of a breach of the agreement.

3. Processing personal data

Your personal data will be processed in accordance with Getswish's privacy policy, which can be found on Getswish's website, www.swish.nu.

4. Updates and security

Getswish may issue updates to the Service at any time and at its sole discretion, including, but not limited to, bug fixes, service enhancements, new features, removal of existing features or modifications to the Service.

Getswish may amend these terms and conditions; in case of amendments, Getswish will provide a new version of the terms and conditions in the Swish app.

In order to make a payment from the payment card that you have added to the Service, you may need to authenticate the payment with strong customer authentication. Your card issuer is responsible for applying strong customer authentication. Based on your card issuer's requirements, you must use a PIN, pattern or some other approved biometric security solution in order to authenticate payments from your payment card. You agree to keep your PIN or pattern confidential at all times, and to notify Getswish and your card issuer immediately if anyone else becomes aware of your PIN or pattern or if, to the best of your knowledge, there is a risk of someone else becoming aware of your PIN or pattern. If you allow your device to be used by anyone else, you must ensure that you remove all payment cards from the Service. You are solely responsible for any damage or losses if you allow anyone else (such as another user or a merchant) to use or handle your device or the Service. If you lose your device, you can contact your card issuer to block your payment cards.

5. Limitation of liability

Getswish assumes no liability for services or products that are supplied by third parties and paid for through the Service. Payment Cards in the Swish App is only a technical solution provided by Getswish, and Getswish consequently does not accept responsibility for any faults or deficiencies attributable to payment cards connected to the Service.

Getswish does not provide commitments or warranties for failures by any actor related to: (i) the processing of your transaction(s) once you have initiated them using the Service, which is the responsibility of your card issuer; (ii) the acceptance of payments made with the Service by the seller or a third party receiving the payment, or the performance, security or availability of their systems; (iii) the performance, security or availability of the payment networks or independent intermediaries that your merchant uses; (iv) any unavailability, delay, vulnerability, failure or fault in or caused by a system, process or other element outside of Getswish's control; (v) your use of the Service other than in accordance with these terms and conditions.

6. Intellectual property rights

All intellectual property rights and technical solutions regarding Payment Cards in the Swish App, and the information, software, services and functions included therein, belong to Getswish or Getswish's licensors. Payment Cards in the Swish App may only be used for your personal, non-commercial use. You may not modify, copy, distribute, make available, publish, license, sell or otherwise dispose of these intellectual property rights or technical solutions.

7. Communication

Information about Payment Cards in the Swish App is provided via our website, www.swish.nu, or via the interface in the Swish app when you use Payment Cards in the Swish App. If you have any questions about Payment Cards in the Swish App, please contact Getswish via <https://www.swish.nu/hjalp> or contact your card issuer.

8. Termination and blocking of the Service

You can cancel Payment Cards in the Swish App immediately by deleting the Service in the Swish app.

Getswish may terminate your continued use of Payment Cards in the Swish App with immediate effect.

If you violate these terms and conditions, or if Getswish suspects that you are in breach of any provision in the terms and conditions, Getswish may immediately: (i) suspend or terminate your use of the Service; and/or (ii) block your continued access to the Service.

9. Applicable law

Swedish law applies to these terms and conditions. Disputes shall in the first instance be settled by negotiation in good faith between the parties. If the parties are unable to reach an amicable agreement, the dispute shall be settled by a Swedish general court.