

Corporate Payment Services

Direct payments via Handelsbanken's online banking services

1. General information

The Direct Payments service offers the company's private customers the opportunity, after ordering goods or services in the company's online store, to link to Handelsbanken's online banking services in order to effect payment for what they ordered. The Direct Payments service can only be used by customers of the company who are also linked to Handelsbanken's online banking services.

The company may be linked to the Bank directly or through a service provider engaged by the company. For further details regarding linking via a service provider, see section 11 below.

2. Value date rules

The beneficiary's account is credited on the same day the payment is debited from the payer's account.

3. Accessibility and execution time

The service is available when the online banking services are open - seven days a week, all year round. Transactions are effected immediately.

4. How to make a direct payment

The customer chooses Direct payment as the payment method when the purchase is made in the online store. Then the customer is linked to Handelsbanken's online service. The customer logs on as usual and chooses the account from which the money is to be withdrawn. The customer authorises the transfer and is automatically returned to the online store. The purchase is completed when the direct payment is carried out. The service works in the online stores with which Handelsbanken has agreements.

5. Amount regulations

The Bank agrees with the company on a maximum amount that may not be exceeded. The minimum amount is SEK 10.

6. Cancellation, complaints, payer's right to refund

The payer cannot cancel the transaction. The customer may complain about goods or services to the affiliated company, which makes a refund. See also item 8. Current consumer terms and conditions apply for the merchant company.

7. Fees

No fee is charged to the paying party. For the beneficiary, fees are by agreement and according to the current price list.

The direct payments service is subject to fees according to the terms for this service generally applied from time to time by the Bank. The fees which apply at the time the agreement is entered into are stated on page one of the agreement. The Bank reserves the right to change the fees without terminating the agreement. Any changes in fees must be notified at least one month before they are intended to come into force.

Fees are charged to the account specified on page one of the agreement. When the agreement is entered into, the annual fee is charged for the remainder of the year; thereafter it is charged annually (calendar year) in advance. Transaction fees are charged monthly in arrears on the last day of each month. Notification of the debiting of the annual fee will be sent in advance, and the company shall ensure that the amount is available in the debit account on the due date. If the funds in the account are not sufficient to cover the annual fee or transaction fees, the Bank may omit to make the charges or, if such charges are still made, subsequently reverse the debiting.

8. Payments and other terms and conditions for purchases

As a result of these terms and conditions the company will have access to an account with the Bank to receive payments from the company's customers. In conjunction with payments, the Bank will send an electronic confirmation to the company or to its service provider (if one has been assigned). If the company does not receive confirmation the company or service provider must check whether payment was received using the *Payment Control* function, or by some other method available to the company or service provider. The technical description for the service contains more detailed instructions for electronic confirmation and payment control. In addition, the company will receive information on deposits in its normal account statements or, by special agreement with the Bank, through a service included in the Bank's corporate payment and information services.

An individual purchase must not exceed the maximum amount agreed between the Bank and the company. This limit must not be circumvented by creating several transactions relating to the same purchase.

The direct payments service may also be used for the payment of refunds to the company's customers, for example if goods are returned, or in the case of partial delivery.

The purchase of goods or services is a matter between the company and its customers. Consequently, the company shall be responsible for delivery, enquiries, complaints, etc. arising from purchases from the company. It is the responsibility of the company, at its online store or by any

other appropriate means, to provide its customers with the necessary information regarding prices and other conditions before the purchase and payment are effected. The company shall indemnify the Bank in respect of any claims from customers arising from the company failing to fulfil its statutory obligations under this agreement.

Thus the Bank is responsible solely for the payment orders made by the company's customers in Handelsbanken's online banking services and the refunds ordered by the company via the Bank's direct payments service being carried out under the terms and conditions applying to these services. In matters other than the actual payment services, the Bank will refer customers to the company for information, etc.

9. The company's presentation of the direct payments service to its customers

The company undertakes to present the direct payments service at its online store in accordance with the Bank's instructions.

The company undertakes not to discriminate against the direct payments service as a form of payment, either in relation to other forms of payment or in comparison with equivalent services offered by other banks.

The company does not have the right to charge its customers a fee that might be perceived as a transaction fee for the direct payments service.

10. Information regarding the direct payments service on the Bank's website

The Bank will provide general information on its website about the direct payments service as a form of payment.

11. (The company's) service provider

The company is entitled to be linked to the direct payments service via a service provider approved by the Bank. The company will assume responsibility towards the Bank for acts and omissions of such service providers as if they were the company's own acts or omissions. In its agreement with the service provider, the company shall ensure that the service provider undertakes to carry out the measures and bear the costs that are specified in this agreement.

The company may also assign the service provider to effect payment of the fees that the company is obliged to pay to the Bank in accordance with section 7 above. In this case, an account which the service provider has opened with the Bank shall be used as a debit account. Unless the company specifies otherwise, notification of fees will be sent to the service provider, and not to the company.

An account as referred to in section 8, first paragraph above, must not be opened in the service provider's name; it must always be the company's own account.

The company must notify the Bank in writing of the name of the company which it has assigned to be a service provider (by providing the information on page one of the agreement or otherwise), as well as the scope of the

assignment. Unless the company specifies otherwise in writing, the service provider shall be deemed to have the right to represent the company in its relations with the Bank in all respects relating to the agreement. The Bank must be notified of any change of service provider in good time before the change is planned to take place.

12. Linking up

The company shall adapt its interface to the Bank's system in accordance with the instructions set forth in the technical description. If the company is engaging a service provider, the company shall ensure that the service provider adapts its interface to the Bank's system in accordance with these instructions. The company and the service provider shall be liable for all costs arising from the adaptation of their systems.

If there are subsequent changes in the parties'/service provider's systems which affect their own and/or their counterparty's role(s) in the procedures of the direct payments service, the respective party/service provider shall be liable for its own costs.

13. Security requirements

The following security requirements apply to the direct payments service.

- a Communication between the Bank and the company/service provider shall be encrypted.
- b Both parties and the service provider must be equipped with administrative procedures and tools for detecting attacks.

The direct payments service must be documented by both parties and the service provider, with the security documentation describing the security measures that have been implemented, and why these particular measures were taken.

If the company suspects or discovers unlawful intrusion on its web server, it shall notify the Bank without delay. In the case of such suspicion or discovery, the company shall immediately block access to the direct payments service. The equivalent shall apply to the service provider if it suspects or discovers unlawful intrusion in its computer environment.

The Bank reserves the right to close or make changes to the direct payments service with immediate effect, which in the Bank's opinion is necessary to prevent damage to the Bank or the Bank's customers. The Bank undertakes to notify the company immediately of such a closedown/change, if possible in advance.

14. Period of agreement

The agreement regarding the direct payments service is valid until further notice. The company may terminate the agreement with immediate effect. The Bank may terminate the agreement subject to one month's notice. Notice of termination shall be given in writing.

The Bank is entitled to give notice of termination of the agreement at a time determined by the Bank if:

- a the company provided erroneous or misleading information at the time the agreement was entered into, and this erroneous or misleading information is of material importance,
- b the company's business has altered or it is considered that it will alter essentially with respect to its line of business or character,
- c the company and/or the service provider that the company has engaged failed to meet its obligations under these general terms and conditions or the other descriptions and instructions that apply for the service and the breach is of material importance,
- d there is reasonable cause to assume that the company will not meet its payment obligations to the Bank according to the agreement.
- e there is reasonable cause to assume that the service is used or will be used for or in conjunction with such sale of goods and services which in the Bank's opinion is in violation of Swedish or foreign law or other legislation or a decision by a Swedish or foreign government authority,
- f there is reasonable cause to assume that the service is used or will be used in a way that causes or could cause harm to the Bank or some other party. If there is reason to terminate the agreement pursuant to the previous paragraph, the Bank may terminate the company's utilisation of the direct payments service with immediate effect.
- g The Bank is entitled to terminate the agreement without notice if the company has not used the direct payment service during the preceding twelve-month period. The documentation must describe which security measures have been implemented, and why these particular measures were taken.

15. The Bank's right to withhold payment in special circumstances

The Bank reserves the right to withhold payment to the company's account for receipt of payments under this

agreement or to debit the account with such amount which in the Bank's opinion is needed to indemnify the Bank if the Bank is subject to claims from customers as set out in section 8. If the Bank has withheld payment or debited the company's account as stated above, such amount shall constitute a pledge for the Bank's claim on the company.

16. Change to the service or the terms and conditions of the service

The Bank reserves the right, without terminating the agreement, to make changes to these general terms and conditions and to the technical description and to issue or change other instructions for the service. Changes which require modifications in the company's/service provider's computer systems, or which can otherwise be assumed to be of material significance, will be announced by the Bank well before they are implemented.

In the case of changes which are not insignificant, the company is entitled to terminate the agreement with immediate effect and to be reimbursed for charges paid relating to the period after such termination. This does not apply, however, if the company has accepted the change by continuing to use the service without any objections after being notified of the change.

17. Change of address, etc.

The company must immediately notify the Bank in writing of any changes in its business, name, address, telephone numbers or any other circumstances which are of significance under this agreement. When notifying a change in a company name, a certified copy of the new company registration certificate must be enclosed.

18. Other terms and conditions

In other respects, the Bank's "General terms and conditions for corporate accounts and payment services" apply.