

**General Terms of Contract concerning the Reception of Payment Instruments and Payment Processing**

Epassi is a digital service which combines employee benefits into a comprehensive service and offers a smart and reliable way of improving employee wellbeing. The Epassi service can only be used by Service providers belonging to Epassi’s merchant location network. After you have registered as an Epassi customer, we both undertake to comply with these Terms of Contract. These General Terms of Contract apply between the Service providers and Epassi as part of our contract package as a whole. More detailed instruction on the use of the Epassi services are available at <https://www.epassi.se>.

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## 1. Definitions

- 1.1. **Service provider** refers to you, in other words, the seller of the services who offers services that can be paid with the Epassi Payment instruments to consumers.
- 1.2. **Epassi** refers to Epassi Sweden and Epassi Clearing jointly or separately, depending on the context.
- 1.3. **Epassi Sweden AB** (hereinafter also referred to as “**Epassi**”) is responsible for the processing of the employee and fringe benefit payments.
- 1.4. **Epassi Clearing Oy** (hereinafter also referred to as “**Epassi Clearing**”) is responsible for processing the employee and fringe benefit payments as well as for general payment processing services in accordance with the payment institution licence. Epassi Clearing has a payment institution licence pursuant to the Finnish Act on Payment Institutions (297/2010) granted by the Financial Supervisory Authority (The Financial Supervisory Authority, Snellmaninkatu 6, 00101 Helsinki (<https://www.finanssivalvonta.fi/en/>));
- 1.5. **Parties** refer jointly to Epassi Sweden, Epassi Clearing and the Service provider.
- 1.6. **Payment instrument** refers to a personal instrument or operating method or their combination which can be used to implement payment orders.
- 1.7. **Epassi Payment instrument** refers to the Employee benefit Payment instrument, which becomes available due to deployment of the Epassi Payments systems and/or Service.
- 1.8. **Epassi Wallet** refers to the payment and/or payment processing service operations provided by Epassi Clearing and/or its Partner or jointly by them which are offered to the Employees and consumers.
- 1.9. **Pay-exceeding-amount** refers to additional payments that the user makes with their own funds if he/she does not have a sufficient allowance for the service. The excess amount is paid through a payment partner or through direct payment in Epassi.
- 1.10. **Employee benefit Payment instrument** refers to a targeted Payment instrument for non-taxable or tax-subsidised employee benefits or other fringe benefits for the Employees, which the Service providers accept.
- 1.11. **General Payment instrument** refers to a payment instrument that is used by consumers when using the Epassi Wallet services for payment orders, which the Service providers accept.
- 1.12. **Mobile app** refers to the mobile app, developed and owned by Epassi, for the monitoring, paying and use development of the Employee’s employee benefits and general payments as well as for the other use of Epassi Wallet services.
- 1.13. **Service** refers to a service package focusing on the maintenance and management of the Employee benefit Payment instruments and Epassi Wallet offered for the Employers and Service providers online, which also includes the Online service and, for the Employees’ use, Mobile app as well as other online services offered to the Employee, intended for their technical management.
- 1.14. **Online service** refers to the Service and payment management tool offered for the Parties online (<https://services.epassi.se/>).
- 1.15. **Contract** refers to the contract package between the Service provider and Epassi concerning the acceptance of Payment instruments and payment processing, which is described in detail in section 2.2.
- 1.16. **Balance** refers to the right to use, which is measured in money, that is uploaded by the Employer in the Employee benefit Payment instrument.
- 1.17. **Employer** refers to an organisation or a company which enables the purchase of the Service provider’s services to its Employees using the Payment instrument by deploying the Service.
- 1.18. **Employee** refers to the Employer’s Employee who uses the Epassi Payment instruments as a consumer.
- 1.19. **Partner** refers to a third party cooperating with Epassi Clearing based on a contract whose services or service functionalities are available in Epassi Wallet.
- 1.20. **Partner’s Payment instruments** refer to the other Payment instruments currently approved by Epassi for which Epassi Clearing provides mobile payment processing services.

## 2. Payment instrument acceptance, payment processing service and scope of application

- 2.1. The Service provider and Epassi have agreed on the acceptance of the Epassi Payment instruments, Epassi Wallet and possible Partner payment instruments as a payment method for the Service provider’s goods and services and, related to the payment processing service provided to the Service provider by Epassi Clearing, for all payments to the Service provider processed by Epassi. In terms of General Payment instruments, Epassi Clearing acts only as the payment processing service provider in relation to the Service provider.
- 2.2. The Contract between the Service provider and Epassi consists of these General Terms of Contract, currently valid Privacy Policy (available at: [www.epassi.se/sekretesspolicy](http://www.epassi.se/sekretesspolicy)) and Service Descriptions ([Appendix 3](#) to the Contract).

- 2.3. Appendices 2 and 3 are always available with updated and valid content on the Service's website at: <https://services.epassi.se/>.
- 2.4. The Contract between Epassi and the Service provider consists of the contract package as a whole for which the following order of precedence applies:
  1. Privacy Policy;
  2. These General Terms of Contract; and
  3. Service Description;
    - a. Wellness
    - b. Meal
- 2.5. These General Terms of Use have been translated into English in order to improve their usability. In case of a conflict between the application of different language versions, the original Swedish Terms of Contract takes precedence.

### 3. Employee benefit Payment instruments

- 3.1. Services concerning the Employee benefit Payment instruments are described in detail in the Contract's Appendix 3 Service Description.
- 3.2. The Service provider undertakes to comply with the currently valid separate payment instrument-specific instructions issued by Epassi and Tax Administration's instructions and decisions related to the Employee benefit Payment instruments, of which especially the instructions concerning the acquisition of employee and fringe benefits using targeted payment instruments and instructions on the employee benefit taxation as well as laws applicable to the Employee benefit Payment instruments, other rules and regulations when accepting the Epassi Payment instruments or using the payment processing service of Epassi Clearing.
- 3.3. The Service provider must always check the identity of the party paying with the Employee benefit Payment instrument as follows:
  - In connection with a payment made with a mobile device, the Service provider must check the payment receipt with a name presented by the payer and, if suspecting improper use, also check the identity of the payer by comparing the name on the payment receipt with the identification card presented by the payer; or
  - When the Service provider starts to charge the payment upon the Employee's request from the Employee's Balance with its own IDs, the Service provider must always check the identity of the payer by either comparing the user's name in the Service with the identification card of the payer or, alternatively, by comparing the control digits provided by the system with the control digits on the receipt. When suspecting improper use, the identity must always be checked from an identification card.
- 3.4. The Service provider must ensure that its personnel receives the required guidance and training concerning Epassi's Payment instruments and the instruction of the tax authority related to them.
  - **Epassi Wellness**
- 3.5. The wellness allowance is a personal benefit, and the Service provider is obliged to ensure the employee's identity by checking identification. Epassi Wellness can only be used for payment of wellness services that are covered by the intention in the Income Tax Act (1999: 1229). This includes wellness services that are deductible for the employer and tax-free for the employee.
- 3.6. The Service provider undertakes to provide wellness and other services of, in Epassi's assessment, high quality. Personnel who perform wellness services must have approved training for and documented experience of each service.
  - **Epassi Meal**
- 3.7. Epassi Meal is a personal benefit, and it cannot be used to pay for meals for people other than the beneficiary.
- 3.8. Epassi Måltid is solely intended for paying the meal, and it cannot be used to pay for alcohol or cigarette products, services or goods.

### 4. General Payment instruments

- 4.1. Services concerning the General Payment instruments are described in detail in the Contract's Appendix 2 Service Description.
- 4.2. Epassi Wallet and possible Partner's Payment instruments are offered to consumers by Epassi Clearing, which has a payment institution licence pursuant to the Act on Payment Institutions (297/2010, including amendments) granted by

the Financial Supervisory Authority. All intellectual property rights of the Payment instruments are the property of the owners of the said Payment instruments.

- 4.3. The Employee can pay with Epassi Wallet in the Mobile app in the merchant locations of the Service providers who are collaborating with it once they have uploaded assets to Epassi Wallet or converted Epassi Partner's regular customer scheme points into assets in money. Only personal regular customer points can be used with Epassi Wallet.
- 4.4. Epassi Clearing provides also mobile payment processing services under other Payment instruments currently approved by Epassi, i.e. the Partner's Payment instruments.
- 4.5. Information required by the Swedish Payment Services Act ([2010:751](#), including amendments) is provided to the Service provider in writing in the Contract, these General Terms and its appendices at the time of signing the Contract.
- 4.6. The aforementioned information is always available to the Service provider in writing in Epassi's Online service in Swedish or English. In order to access the Online service, the Service provider needs a functional internet connection and a terminal and/or mobile device. Upon request, the information is delivered to the Service provider in writing from Epassi's Customer service either in Swedish or English.
- 4.7. Spending limits for the General Payment instruments are not agreed in this Contract.
- 4.8. The Service provider can withdraw its consent to launch payment orders and implement payment transactions by terminating this Contract.
- 4.9. Epassi Wallet is personal and the Mobile app user may only have one valid Epassi Contract at a time, including the Epassi Wallet terms.
  - **Epassi Pay Exceeding Amount**
- 4.10. When paying with the wellness benefit, the payer can pay for the excess share or make a supplementary payment to cover the total of the entire purchase using pay exceeding amount.
- 4.11. The payment receipt includes an itemisation of the distribution of the total sum between the targeted payment transaction and supplementary transaction.
- 4.12. The Service provider is not allowed to refund purchases made with pay exceeding amount to the customer in cash. It is only allowed to make refunds and/or reimbursements through the Epassi system.
- 4.13. The end customer can also pay solely with exceeding amount, in which case the restrictions set by the tax authority do not apply and the customer has the right to pay for all the services and products offered by the Service provider.
  - **The Partner's Payment instruments**
- 4.14. The Payment instruments are exclusively used for products and services sold within the scope of the main business reported by the Service provider. The Payment instruments are not used for purposes other than those pursuant to this Contract.
- 4.15. The Service provider understands and approves that Epassi acts in terms of the Partner's Payment instruments, in relation to the Service provider, only as the payment processing service provider and as a service provider indicated by the General Payment instruments in accordance with the Swedish Payment Services Act (2010:751) (including amendments).
- 4.16. The Service provider must process the payment transactions in their own bookkeeping in accordance with Swedish laws.
- 4.17. The payment transaction acceptance and processing is described in the instructions on Epassi's website.
- 4.18. The Service provider must provide Epassi with a possible picture of its premises and, upon request, a receipt of the payment transaction, including the necessary and sufficient information on the products sold during the individual payment transaction (product description, price, receipt, delivery or supply information and customer information).

## 5. Other terms concerning the Epassi Payment instruments

- 5.1. The functionality of the Mobile app is described in its Terms of Use which are available online at [www.epassi.fi/terms-of-use](http://www.epassi.fi/terms-of-use). The rights of ownership, trademarks and all other intellectual property rights of the Mobile app belong to Epassi Payments.
- 5.2. Epassi Payment instruments, including assets uploaded in Epassi Wallet, cannot be converted into money by the Service provider. When paying with the Epassi Payment instruments, cash cannot be refunded when the value of the payment exceeds the value of the obtained service or purchase. The maximum amount paid with Epassi Wallet is the amount of assets currently uploaded to Epassi Wallet.
- 5.3. The Service provider must treat Epassi Payment instruments equally with other Payment instruments and is not allowed to charge any additional fees for the reception of such a Payment instrument from the payer. The Service provider must display the free marketing material concerning the Epassi cooperation provided by Epassi, information about the acceptance of possible Partner's Payment instruments and information essential for the payment transaction in

accordance with Epassi's instructions in a visible place in its premises so that the customers can see them. The material will be sent to the Service provider when the Contract enters into force. The Service provider is entitled to use the marketing material in the Online service without a separate notification.

- 5.4. Epassi delivers instructions on the use of different marketing material for customer marketing purposes and for personnel training and notifying concerning Epassi's Payment instruments.
- 5.5. The Service provider is responsible for ensuring that its personnel receive related guidance and training and complies with the terms and conditions of the Contract.

## 6. Online service

- 6.1. The functionality of the Online service is described in detail in [Appendix 3](#) Service Description.
- 6.2. The Parties use the Online service as the primary means of communication between them as well as the primary means of providing information and submitting notifications.
- 6.3. Epassi publishes the information provided by the Service provider in the Online service and/or on possible merchant lists of the General Payment instruments. The Service provider is responsible for the correctness and updates of the information in the Online service, on the page for Service providers.
- 6.4. The information about the products and prices provided by the Service provider must correspond to the general information provided by the Service provider, and Epassi is not responsible for the correctness, timeliness or shortcomings of the information.
- 6.5. The Service provider receives or creates company-specific, personal IDs for the Online service in connection with the registration, which it uses when logging in to the Online service's company-specific website intended for the Service providers. The same IDs are also used in the payment processing service related to the Partner's Payment instruments.
- 6.6. It is prohibited for the Service provider to disclose the IDs to a third party. The Service provider undertakes to store the IDs carefully. The Service provider is responsible for any damage caused to Epassi resulting from its negligence. The Service provider must immediately change its IDs for the Online service and report this to Epassi in writing, if there is a suspicion that they have fallen into the wrong hands. For information security reasons, Epassi recommends that the Customer change their password at least once a month.
- 6.7. The rights of ownership, trademarks and all other intellectual property rights of the Online service belong to Epassi.
- 6.8. Epassi continuously develops and maintains the Service and aims at always keeping the Service available. However, Epassi cannot guarantee an uninterrupted or flawless Service functionality. Epassi has the right to interrupt the use of the Service, without being liable for damage to the Service providers or Employers, if the interruption is required for maintenance, repair or development of the Service or there are other justifiable reasons for the interruption. Epassi aims to report Service interruptions to the Service provider in advance.

## 7. Payment transactions and remitting

- 7.1. The Service provider can check the Epassi sales of its merchant locations and payment transactions by logging in to the Online service with its IDs.
- 7.2. The Service provider must ensure the reception of a payment related to the General Payment instruments from Epassi's website or its own payment terminal and process the received payment in accordance with the instructions concerning the General Payment instruments. The Service provider must comply with the instructions related to the payment transaction in the Online service or provided by the payment terminal (for example, the verification of the identity).
- 7.3. Epassi is not responsible for indirect or direct damage which is possibly caused by the unavailability of Epassi's Mobile app and/or Online service at a given time or Epassi not accepting the customer's payment.
- 7.4. Epassi Clearing remits the Epassi payment transactions on a monthly basis to the bank account number provided by the Service provider. Epassi provides settlement reports on the 5<sup>th</sup> day of the following month, and payment then takes place with 30 days payment terms. The Service provider is entitled to default interest according to applicable interest rate legislation in case of delay payment. The payments are remitted as a total sum without a Payment instrument-specific itemisation. Epassi deducts payment instrument-specific service fees according to the valid Payment instrument price list in connection with the remittance. The amount of the service fee depends on the Payment instrument and can change due to the changes in the market and competition situation or authority fees and regulations.
- 7.5. Expenses charged for the use of the payment service to the Service provider are reported in connection with the remittance.

- 7.6. The Service provider is obligated to ensure the reception of the remittance to its bank account in connection with each remittance, but in any case on a monthly basis.
- 7.7. Payments are deemed to have been received within thirty (30) days after the remittance carried out by Epassi Clearing. If the remittance has failed due to incorrect or incomplete information, the Service provider must contact Epassi's Customer service within a reasonable time after it has observed or should have observed the failure of the remittance.

## 8. Service fees

- 8.1. Currently valid service fees are communicated to the Service provider through the appendix *Service Description* which is also available in the Online service. Epassi reserves the right to update the fee in the Service Description. A possible new fee caused by legislation amendments or decisions of the authorities or an increase of a fee or payment already included in the Payment instrument price list is published in the service price list on the service's website at least three (3) months before its entry into force.
- 8.2. If a new fee or payment is added to the Payment instrument price list or a fee or payment already included in the Payment instrument price list is increased for reasons other than reasons caused by the authorities or the regulatory environment, the Service provider has the right to terminate the Contract after the notification pursuant to section 8.1 immediately or as of another date preceding the entry into force of the proposed increase if it does not approve the changes to the Payment instrument price list.
- 8.3. Value added tax will be added to the Employee benefit Payment instrument service fee in accordance with the currently valid tax rate. The Service provider can download the receipts for its bookkeeping from the Online service. The service fee related to the General Payment instruments is exclusive of VAT. Epassi has the right to add the currently valid value added tax to the service fees if the amendments to the value added tax legislation or changed interpretations of it so require.
- 8.4. The Service provider is responsible for ensuring that the bank account information in the Online service is always correct, up to date and accurate.
- 8.5. If Epassi is unable to perform the remittance due to reasons attributable to the Service provider (for example, due to a missing or inaccurate bank account number or identification information), Epassi reports the incomplete or inaccurate information to the email address provided to Epassi by the Service provider after observing the fault.
- 8.6. However, the primary responsibility for the correctness of the information always lies with the Service provider (similarly as for the monitoring of the remittance in accordance with section 7). If the Service provider delivers the correct and up-to-date information late, Epassi is obligated, upon the Service provider's request presented within a reasonable time, to remit a maximum of thirteen (13) preceding months' outstanding remittances to the Service provider. Epassi has the right to retain remittances older than this, unless otherwise stated in the mandatory legislation. In any case, Epassi always has the right to charge possible expenses caused by the clarification of the issue in accordance with the currently valid Payment instrument price list to the Service provider.
- 8.7. If Epassi's remittances related to the General Payment instruments are delayed due to reasons beyond Epassi's control, for example, due delays caused by a third-party system related to the General Payment instrument remittances, Epassi is not obligated to compensate the Service provider for the damage possibly caused by this.

## 9. Changes

- 9.1. The Service provider must, without undue delay, inform Epassi of all the changes concerning the Contract and the Service provider's operations, such as changes in the company, bank, contract or place of business information, by sending an email to support@epassi.se.
- 9.2. The Service provider is responsible for the correctness and timeliness of all the information provided to Epassi, including the information pursuant to the Act on Preventing Money Laundering and Terrorist Financing (2017:630), and it must inform Epassi, without undue delay, of changes in information pursuant to the Act on Preventing Money Laundering and Terrorist Financing (2017:630). This includes information concerning its actual beneficiary/beneficiaries or politically influential persons, family members of a politically influential person or business partners of a politically influential person.
- 9.3. Epassi has the right to prevent the Service provider from using the Epassi services, including suspending possible remittances to the Service provider, if it observes that the information provided to it by the Service provider is not correct or is significantly inaccurate or misleading and it has requested the Service provider to correct the information.

## 10. Liability for damages

- 10.1. Epassi is not responsible for errors or direct or indirect damage which are caused by the Service provider's negligence concerning the obligation to report the changes. The Service provider can make all the changes in Epassi's Online service by logging in to the service using the Service provider's own IDs. Epassi is not responsible for indirect or direct damage, which are possibly caused to the Service provider by the unavailability of Epassi's Mobile app and/or Online service at a given time.
- 10.2. Epassi is not liable or responsible for damage which is caused or can be caused by interruptions or malfunctions of the telephone operator or Epassi's service and might affect, for example, mobile paying.
- 10.3. Epassi is not responsible for an unimplemented or incorrectly implemented payment transactions related to the General Payment instruments if this is caused by an incorrect unique identifier provided by the Service provider.
- 10.4. In order to prevent misuse, the Mobile app payment receipt states the validity of the payment transaction. The Service provider is responsible for checking the validity of the payment transaction. Unless otherwise provided for in the mandatory legislation, Epassi will not remit payments not registered in the system or undue payments created as a result of misuse, forgery, the Service provider's negligence or other similar reasons to the Service provider.
- 10.5. Epassi is not responsible for damage caused to the Service provider due to force majeure. Force majeure refers to unexpected events that neither Party could have anticipated or prevented. In cases of force majeure, the Parties undertake to do their best to fulfil their contractual obligations.
- 10.6. The Service provider can cancel incorrect charges made by it within seven days after the payment transaction in the Online service. Epassi is not responsible for indirect or direct damage which is possibly caused to the Service provider by the unavailability of Epassi's Mobile app and/or Online service at a given time. Epassi does not remit cancelled payments to the Service provider.
- 10.7. Possible product returns related to the General Payment instruments or incorrect charges must be refunded in accordance with the General Payment instrument instructions. The Service provider is not entitled to pay the refund in cash.
- 10.8. The liability of both Parties for all kinds of damage related to the Contract and these Terms of Contract is limited in all cases to a maximum of fifty (50) per cent of the service fees collected from the Service provider during the three (3) previous months. Prices paid for the services and products are not included in the service fees. The Parties are not obligated to pay for indirect or consequential damage. However, the restrictions of liability do not concern damage that has been caused intentionally or by gross negligence.
- 10.9. The Service provider is not entitled to receive refund for the payment transaction amount or other refund without informing Epassi of the unjustified, unimplemented, incorrect or delayed payment transaction without undue delay after observing this and within thirteen (13) months from the refunding of the payment amount to its payment account.
- 10.10. As regards the payment service provider's responsibilities or liability within the scope of application of the Payment Services Act (2010:751, including amendments), Epassi Clearing's responsibilities and liability are always limited to the maximum laid down in the currently valid mandatory Payment Services Act provisions.
- 10.11. The Service provider is responsible for all customer relationships, services and commitments to the Employers and Employee who use Epassi as a means of payment for the wellness services provided.
- 10.12. In the event that the Employer or Employee makes a claim against Epassi in connection with a service provided or performed by the Service provider, the Service provider shall indemnify Epassi and reimburse Epassi for all costs that arise as a result of such a claim, including reasonable agency fees.
- 10.13. In the event that the Service provider receives payment through the Employees wellness allowance or otherwise uses the Employees wellness allowance in a manner that does not comply with point 7, *Payment transactions and remitting*, above and the Employer, Employee or other makes claims against Epassi in this regard, the Service provider shall indemnify Epassi and compensate Epassi for all costs that arise as a result of such a claim, including reasonable agency fees.

## 11. Service provider identification data

- 11.1. The Service provider must, upon Epassi's request, provide the information required by the Act on Preventing Money Laundering and Terrorist Financing (2017:630), including information about its actual beneficiaries. The information can be used to prevent, expose and clarify money laundering and terrorist financing as well as to investigate terrorist financing and a crime through which the property or criminal benefit subject to the money laundering and terrorist financing has been acquired. The Service provider or its representative must perform strong electronic identification when providing the identification data required by the Act on Preventing Money Laundering and Terrorist Financing. Epassi reserves the



right to refuse to remit payments to the Service provider if the Service provider fails to deliver the aforementioned information within the required time.

- 11.2. Epassi may acquire also other necessary information about the Service provider. Upon request, the Service provider must provide Epassi with all the reasonably required, correct and accurate information about the Service provider.
- 11.3. The Service provider understands that Epassi has undertaken in terms of the General Payment instruments to be responsible for the correctness of the information provided by the Service provider.
- 11.4. The Service provider's obligation to provide information concerns the following information, among others:
  - Description of the main business and marketing description (products and service to be sold);
  - Valid email and postal address;
  - The receipt of the payment transaction, including the necessary and sufficient information on the products sold during the individual payment transaction; and
  - Other possible information required by Epassi that is necessary or essential in terms of the Contract.

## 12. Validity and termination of the contract

- 12.1. The Contract with Epassi is valid until further notice. The Service provider can terminate the Contract with a twelve-month (12) notice. Epassi can terminate the Contract by notifying this in writing with a two (2) months notice. The termination must be carried out in writing and delivered to the email address provided by the receiving Party.
- 12.2. Epassi has the right to amend these Terms of Contract. The amendments are reported to the Service provider two (2) months before their entry into force and, therefore, the Service provider has two (2) months time to terminate the Contract if the Service provider does not accept the new or amended Terms of Contract.
- 12.3. Epassi has the right to make changes that do not materially affect the Service content and update and publish Service Descriptions and instructions by reporting this in the Service. The changes will enter into force immediately.
- 12.4. Both Epassi and the Service provider have the right to terminate the Contract with immediate effect if the other Party has materially acted contrary to the Terms of Contract or instructions.

## 13. Other terms

- 13.1. The service provider undertakes to provide wellness and other services with a, according to Epassi's assessment, high quality. Personnel who perform wellness services must have approved training for and documented experience of that service.
- 13.2. The Service provider must hold F-tax certificates and other necessary registrations and permits for the business. However, the requirement for an F-tax certificate does not apply to non-profit organizations.
- 13.3. The Service provider shall comply with the legislation that applies to the Service providers operations and the services provided by the Service provider. The Service provider must also otherwise act in a, in Epassi's assessment, professionally and ethically correct manner in its operations.
- 13.4. The Service provider must have valid insurance for the business, including liability and other suitable insurance, taking into account the type of business.
- 13.5. The Service provider undertakes to assign, free of charge, the trademarks and data content required for the use of the Employee benefit Payment instruments and General Payment instruments to Epassi for the duration of the contract period so that the Service provider can be identified in the Mobile app and Online service.
- 13.6. The Service provider undertakes to keep confidential the personal data of a personal customer possibly obtained in connection with a payment transaction and to process all personal data in accordance with the valid, applicable laws and regulations. The Service provider and Epassi both process personal data as individual controllers. Epassi's currently valid Privacy Policy is available on Epassi's website at [www.epassi.se/sekretesspolicy](http://www.epassi.se/sekretesspolicy).
- 13.7. Epassi's Customer service instructs the Service provider on the processing of complaints concerning its rights and obligations.
- 13.8. The Service provider is entitled to report Epassi Clearing's procedures to the supervising authority, the Financial Supervisory Authority, which monitors the compliance of its operations with the payment institution licence. The Financial Supervisory Authority monitors the operations of Clearing (The Financial Supervisory Authority, Snellmaninkatu 6, PO Box 103, 00101 Helsinki, Finland) (<https://www.finanssivalvonta.fi/en/>).
- 13.9. Epassi has the right to transfer this Contract further to a third party, including all the rights and obligations, without separate consent from the Service provider.



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13.10. These Terms of Contract and this Contract is governed by Swedish law. Possible disputes are primarily resolved by negotiating. If the dispute cannot be resolved by negotiating, the dispute will be finally resolved by the Stockholm District Court. In addition, Epassi has always the right to take legal action in the district court of the Service provider's registered office.