

Terms & conditions for installment service through Anyday

These terms & conditions apply to any Merchant offering installments through Anyday.

1. Definitions

Agreement	The agreement in which prices and deviations from Terms & Services are stipulated, or, if an agreement has been entered into via a Partner, the precontractual information given
Anyday, we, us, ours	Anyday A/S, CVR-no. 41140216, P.O. Pedersens Vej 2, 8200 Aarhus N, Denmark
the Customer	The Merchant's customer – the consumer
Merchant	The physical or legal party in this Agreement, with whom Anyday has entered into agreement about offering the Product
Partner	A legal entity authorized to enter into agreements regarding the Product on behalf of Anyday
the Product	The installment service being supplied by Anyday or Anyday's subcontractor
Terms & Conditions	The terms & conditions that are provided within this document

2. Purpose

- 2.1. These Terms & Conditions apply to the relationship between the Merchant and Anyday regarding the Product. The Product is a payment solution that provides an option for the Customer to split payments in a manner specified by the agreement between Anyday and the Customer. Please refer to the general terms & conditions for consumers' use of the Product available at www.anyday.io.

3. The use of the Product

- 3.1. In the Merchant's online shop, the Customer chooses the Product as the method of payment. Thus, the Customer is led through Anyday's checkout-flow where the Customer signs up as a user of Anyday. The Customer will be either accepted or rejected directly in the checkout-flow. Should the Customer be rejected, they will be navigated directly back to the choice of payment method, to allow them to finish their payment by other means. Every transaction is subject to approval or denial by Anyday.
- 3.2. Before the payment can be captured in the Merchant's payment gateway, the Merchant must ship the goods to the Customer. When the payment has been captured, the claim has been transferred to Anyday.
- 3.3. The transactions are reserved and eligible for capture for a period of 14 days unless otherwise agreed. If the capture has not been carried out within that time frame the amount will be released back into the Customer's Anyday account. At this point, the Merchant will no longer be able to make a capture of said payment and would need to contact Anyday's support, who will check if the order can still be captured, however that depends on the Customer's circumstances, may be subject to a fee and may at any time be rejected by Anyday.

4. Anyday's obligations

- 4.1. Anyday provides the Product for the Merchant. Anyday will, to a reasonable extent, assist in the implementation of the Product in the Merchant's shop system and/or payment gateway.
- 4.2. The claim comes to existence by Merchants capturing the payment for the transaction via its shop system. At the capture of payment, all risk and responsibility to the claim is fully transferred to Anyday.

4.3. Settlements are conducted by Anyday every Thursday corresponding to the sum of transactions that in the previous week (Monday to Sunday) have been captured by the Merchant. In the case of refunds, the sum of these will be deducted. Additionally, costs and fees stipulated in the Agreement as well as potential receivables and claims of recourse will be deducted from the payment. If the Merchant has chosen monthly payouts, the payouts will be made every month on the Thursday that follows the first Monday of a month. Payouts correspond to the sum of transactions that in the previous month (the 1st to the last day of the month) have been captured by the Merchant. In the case of refunds, the sum of these will be deducted. Additionally, costs and fees stipulated in the Agreement as well as potential receivables and claims of recourse will be deducted from the payment.

4.4. Anyday will be in charge of all customer support concerning the payment of their order.

5. Merchant obligations

5.1. The Merchant is required to send to the Customer an order confirmation/invoice that complies with Danish legislation. The Merchant is also responsible for ensuring that their goods are legitimate. Furthermore, the Merchant is required to comply with all Visa and MasterCard guidelines. Additionally, the Merchant is not allowed to sell or advertise the sale of cash payments, travel currencies, or sales by prepayment. The Merchants beneficial owner(s) may not make a purchase as a Customer in Merchant's online shop with Anyday as the payment service. Merchant may not sell travels to restricted areas including Iran, Cuba, Syria, North Korea, or the Crimea, Luhansk and Donetsk regions of Ukraine.

5.2. Should a Customer effect payment directly to the Merchant, the Merchant is required to immediately inform Anyday as well as transfer the amount to Anyday. Nonperformance of this requirement may result in the Customer being charged "late payment fees", which Anyday will be entitled to charge the Merchant for.

5.3. The Merchant is not allowed to charge the Customer any additional costs or fees, then what is charged for other methods of payment. This applies to both the transaction itself and following the transaction.

5.4. The Merchant must take care of any inquiries from the Customer. Merchant may refer the Customer to Anyday in case the inquiry is related to the payment of the order with Anyday.

5.5. With the establishment and implementation of the Product, a price tag-widget will be installed on the product-, list-, basket, and checkout pages. This price tag-widget enables the Customer to read all relevant information about the Product. The Merchant is required to leave this widget installed on the checkout page. The price tag-widget places cookies in the user's terminal equipment and the Merchant is obliged per legislation, to inform the users of their website hereof. The Merchant may also collect the user's consent before cookies are placed.

5.6. Anyday is subject to legislation to prevent money-laundering and financing terrorism. Therefore, no payouts will be made to the Merchant until the Merchant has procured and sent the documentation required by Anyday to comply with this legislation. Anyday may also at any time decline transactions through the Product.

5.7. Merchant bears the responsibility of having full access to the URL from which the relevant webshop is operated.

5.8. Should the Merchant want to market the Product to its Customers, the Merchant is, in the internal relation between Anyday and the Merchant, responsible for the compliance with Danish legislation. In relation hereto, the Merchant is required to indemnify Anyday in any regard, including, but not

limited to, legal costs, costs of a lawyer, and advertisements. This, however, does not apply, if the marketing material is produced by Anyday and without modification used by the Merchant.

- 5.9. Merchant must market and offer its customers the Product as a payment option on the same level and with the same frequency and intensity as other payment options.
- 5.10. The Merchant is required to assist Anyday in the procurement of information and data, should a Customer choose not to acknowledge a claim. This applies in particular for cases in which Anyday receives chargeback requests from the Customer's bank through Anyday's acquirer.
- 5.11. The Merchant must be able to prove the delivery of the order for which a payment has been captured. This documentation must be sent within five days of Anyday's request. Should the Merchant not provide Anyday with the required documentation in time, Anyday will be entitled to recourse towards the Merchant. Thus, the paid amount will be refunded to the Customer's Anyday account, and the Merchant will be obliged to pay the corresponding amount to Anyday.
- 5.12. Should the Customer choose to return the order fully or in part to the Merchant, or if the transaction is refunded due to for instance a complaint case, the Merchant may only refund the order fully or in part through their shop system or payment gateway. Merchant is not allowed to pay the amount to the Customer directly. In case that Anyday has already paid the Merchant for this order, the refund will be offset against the next settlement (see clause 4.3), or alternatively the Merchant will be invoiced for the relevant amount.
- 5.13. In complaint cases, when a Customer has directed objections against the transaction, and in cases where the customer has shown Anyday evidence of the dispute with Merchant and/or have used their right of cancellation punctually without the Merchant complying to this request within a reasonable timeframe, Anyday will be entitled to recourse towards the Merchant. Thus, the paid amount will be refunded to the Customer's Anyday account, and the Merchant will be obliged to pay the corresponding amount to Anyday, unless the Merchant has solved the case no later than five days after Anyday's request hereto. In case that Anyday has already paid the Merchant for this order, the refund will be offset against the next settlement (see clause 4.3), or alternatively the Merchant will be invoiced for the relevant amount. The Merchant guarantees to indemnify Anyday as well as any of Anyday's financial partners in the event of any defects of the goods or services in question.

6. Anyday Premium

This section only applies if the Merchant separately or explicitly as part of the Agreement has accepted to receive Anyday Premium (as defined in section 6.1).

- 6.1. Anyday delivers a number of premium services, which inter alia includes marketing, analytics and special support services and is characterized by a monthly fee (hereinafter "Anyday Premium").
- 6.2. Upon Merchant's consent to Anyday Premium, Merchant accepts to pay the agreed monthly price. The amount must be paid with the agreed upon invoice interval, and will be offset in transaction fees, see section 4.3 and 7.3, against the next settlement.
- 6.3. An agreement on Anyday Premium may be terminated with 1 day's written notice to expire at the end of the invoice period. If the agreement is not terminated, a new invoice period will begin under the same terms. Termination of Anyday Premium is not considered as termination of the Agreement and these Terms & Conditions generally.

7. Payment and payment terms

- 7.1. The Merchant shall pay the costs stipulated in the Agreement plus a fee of 29 kr. per payout, see section 4.3. All prices are given in DKK and ex VAT unless otherwise stated.

- 7.2. The set-up fee will be invoiced by Anyday to be paid by the Merchant upon entering into the Agreement.
- 7.3. Transaction fees are offset against the weekly settlement (see clause 4.3). Any other fee, cost, or receivable will also be offset against the Merchant's weekly settlement (see clause 4.3) as well. In case setting off is not possible, the amount will be invoiced by Anyday to be paid by the Merchant within eight days. It is specified that transaction fees will not be repaid to the Merchant in case an order is refunded, regardless of the reason for the refund.

8. Commencement, termination, and violation

- 8.1. The commencement date is stipulated in the Agreement, alternatively when Merchant can receive transactions. The clauses 7-15 applies during the period between contract-signing and commencement date.
- 8.2. Both parties may, in writing, terminate the Agreement and the Terms & Conditions with one month's notice to expire at the end of a month. With the termination of the Agreement, the Terms & Conditions are considered terminated on the same date and vice versa. The termination must be sent to merchant@anyday.io to be considered valid according to this clause. If the Agreement is terminated, any potential agreement on Anyday Premium and will be considered terminated as well, see section 6.3.
- 8.3. Anyday may at any time terminate the Agreement with immediate effect in case the Merchant does not meet the standards as set forth in Anyday's internal policies regarding compliance, is bankrupt, in receivership, in bankruptcy reorganization process, etc. If Merchant is bankrupt, in receivership, in bankruptcy reorganization process, Anyday may retain unpaid settlements, see section 4.3, in full or in part for up to 6 months subsequent to the publication of bankruptcy order or order for bankruptcy reorganization process.
- 8.4. At the end of the term of notice, all transactions that have already been accepted will be handled until completion, however, it will no longer be possible to use the Product for new orders.
- 8.5. Violation of section 5.1 will be considered as a significant breach of contract and will result in Anyday cancelling the transaction and refund the amount to the Customer. In addition, the Merchant will be obliged to repay any amount already settled related to this transaction. Also, Anyday will be allowed to terminate the Agreement with one day's notice.
- 8.6. Removal of the price tag-widget, cf. 5.5, 2nd sentence, is considered a significant breach and will allow Anyday to terminate the Agreement with one day's notice.
- 8.7. Should the Merchant in multiple cases not be able to provide the documentation described in clause 5.10, it will be considered a significant violation and will allow Anyday to terminate the Agreement with one day's notice.
- 8.8. In case that Anyday not within reasonable time exercises its remedies for breach does not constitute passivity. The right of exercising the remedies for breach cannot be forfeited or written off.

9. Confidentiality

- 9.1. The parties are subject to confidentiality regarding any information or data that the opposing party with reasonable grounds can demand withheld from public awareness.
- 9.2. The parties are required to treat any information about the Customer as confidential.
- 9.3. Neither party has the right to disclose information to a third party about the Agreement and its content. Anyday is, however, eligible to disclose information about the Agreement to a group-associated company, or a company with 50 % or more correspondence in owners or in relation to a

full or partial sale of assets, without the Merchant's acceptance. Additionally, Anyday is entitled to pass on relevant information to its collaborators if this is required for Anyday to uphold its obligations according to the Agreement and the Terms & Conditions.

- 9.4. Regardless of this section 9, both the Merchant and Anyday may by reference to the nature of things and in accordance with section 10.2, announce that a cooperation between the parties exists.

10. Intellectual property rights

- 10.1. The intellectual property rights related to a software/program and/or system that is applied to supply the Product and is developed by Anyday is fully due to Anyday.
- 10.2. Both parties are eligible to use the other's name and logo loyally in their marketing, including on their website as well as on social media.

11. Assignment

- 11.1. The Agreement and the Terms & Conditions are not assignable both partially and fully. However, Anyday can assign its rights and responsibilities to a group-associated company, or a company with 50 % or more correspondence in owners or in relation to a full or partial sale of assets, without the Merchant's acceptance.

12. Force Majeure

- 12.1. Except payment obligations, no party shall be considered in breach of the Agreement for delays, faults, defects, or other nonperformance of their obligations according to the Agreement and/or Terms & Conditions, if such a delay, fault, defect, or other nonperformance is due to circumstances being a consequence of Force Majeure. In the event of delay due to Force Majeure, the delivery time will be extended correspondingly. The party that invokes a right according to this clause, shall without undue delay inform the opposing party about the nature and extent of such Force Majeure condition and to the best of their ability resume the performance of their obligations under the Agreement and Terms & Conditions as soon as possible.

13. Liability

- 13.1. Anyday is not responsible for any operational loss, loss of profit, indirect loss, or other consequential loss or errors, that may arise in relation to the implementation and support of the Product. It is specified that Anyday is not responsible for the loss of revenue caused by system failure and -errors.
- 13.2. A compensation claim can only amount to the amount the Merchant has paid for the use of the Product or any other Anyday product in the previous 12 months up until the occurrence of the tortious event.
- 13.3. Should Anyday choose to use subcontractors, the subcontractor's negligence or other violation cannot be attributed to Anyday if Anyday has fulfilled its obligations to duly instruct this subcontractor. In this case, claims can only be made towards the subcontractor.

14. Changes

- 14.1. Anyday may change its prices, fees, or terms with 30 days' notice. In this period, the Merchant is allowed to terminate the Agreement as well as the Terms & Conditions with five days' notice to the expiration of the 30-day notice.

15. Choice of Law and Venue

- 15.1. The Agreement and the Terms & Conditions are governed by Danish law. Any disputes will be settled at the Aarhus Court. Anyday can choose to initiate legal proceedings against the Merchant at the Merchant's local venue.