

TERMS OF SERVICE FOR SPLIT PAYMENT

Last updated: [13.01.2023]

These Terms of Service (the “Terms”) is entered into between Dintero AS, corporate identity number 919 656 395, address Sandakerveien 138, 0484 Oslo, Norway, e-mail hello@dintero.com (“Dintero”), and the entity who registered a Dintero Account (the “Platform”)

These Terms are effective when the representative of the Platform creates a Dintero Account and start using the Dintero Split Payment product. In the case of inconsistencies between these Terms and any other written agreements entered into between the Parties, such other written agreements shall prevail.

By entering into these Terms and any agreements with Dintero on behalf of the Platform, the representative represent and warrant that: (i) it has full legal authority to bind the Platform to these Terms and such agreements; (ii) it has read and understood these Terms and such agreements; and (iii) it agrees, on behalf of the Platform, to these Terms and such agreements. The Platform’s representative shall not click the “I Accept” button below if it does not have the legal authority to bind the Platform.

These Terms covers the Dintero Split Payment product. You may enter into separate agreements with Dintero Acquirers based on the Payment Method you apply for.

For other Dintero services, please contact Dintero for a separate terms and agreements.

1. BACKGROUND

Dintero provides a wide range of services that enables and streamlines payments and insight-based loyalty for companies selling goods, services, and content through physical or online stores or websites.

The Platform supplies an IT platform that collects order and invoice information from Sellers and acts as an administrative partner to the Sellers.

The Parties have entered into these Terms to enable Dintero to provide its Split Payment services to the Sellers as described in Appendix 1.

The Platform does not supply any services subject to a concession license (konsesjonsplikt). Neither Dintero, the Platform nor any Sellers are involved in any potential credit granted by Acquirers to End Customers. Such credit facilities are solely a relationship between the relevant Acquirer and the relevant End Customer.

2. DURATION

These Terms and any other agreements entered into between the Parties shall commence the effective date and shall continue in full force and effect for a period corresponding with the

subscription model chosen by the Platform in the initial subscription agreement, or until it is terminated by one of the Parties in accordance with section 14.

3. DEFINITIONS

Acquirer	Swedbank Pay, Bambora, Collector, Vipps, or other entity approved by Dintero as payment provider.
Backoffice	Web interface that, among other things, enables the Platform to see payments, disbursements, set up services and make technical integrations.
Charge	When the Platform routes order and transaction details to Dintero, after delivery of a product has taken place or that a service has been provided to End Customer.
Chargeback	A refund of a Transaction to the End Customer initiated by an Acquirer.
Dintero	Dintero AS, corporate identity number 919 656 395.
Documentation	The functional and technical description provided by Dintero to determine the programming interface, etc.
End Customer	A person or a company who purchases goods, services, or content on a Platform.
Force Majeure	An occurrence beyond the control of the Party affected, provided that such Party could not reasonably have foreseen such occurrence and could not reasonably have avoided or overcome it or its consequences.
Parties	Dintero and the Platform (each named a Party).
Payment Method	A way End Customers pays for goods, services, or content on a Platform, such as Vipps, invoice or card.
Payout	Financial settlement of Transactions between Dintero and the Sellers. Dintero will not do payout before receiving funds from the Acquirers.
Personal Data	Data or information relating to an individual as defined by local law in force at any given time.
Platform	The legal entity with whom Dintero has entered into these Terms that facilitates the connection between Dintero and the Sellers.
Refund	A refund of a Transaction to the End Customer initiated by Dintero.
Relevant Persons	Dintero and its owners, directors, officers, employees, consultants, and agents, and any successor or assignee of any such persons.
Sales	A sale between the Platform through a Seller and an End Customer for a service, product, or content.

Seller	A legal entity that can be a physical or online-store or website that offers goods, services, or content to the End Customer.
Service	The product Dintero Split Payment.
Terms	The Terms and Conditions contained in this document.
Transaction	A payment transaction made by the End Customer through a Seller on the Platform.

4. THE SERVICE

4.1 Introduction

The Service offered by Dintero are the product Dintero Split Payment as described in Annex 1.

4.2 Platform and Sellers

The Platform acknowledges that Dintero requires Sellers to enter into own terms similar to these Terms. The Platform will use its best effort to ensure such Sellers adhere to those terms and will not take any action that contradicts such adherence.

4.3 Service requirements, limitations, and restrictions

The Platform shall use the Service in a lawful manner, obeying all laws, rules, directives, and regulations applicable to the Platform's use of the Service and the Transactions. The Platform shall also comply with all applicable laws to them for their products, services and/or content. This includes for instance compliance with Norwegian and European marketing law, ecommerce law, consumer law, and cancellation law. Dintero shall comply with all applicable laws to them for their services. This includes for instance compliance with Norwegian financial institutions law, financial contract law and payment services law. The Platform shall not use the Service, or enable any person or entity to use the Service, in breach of any restricted activities identified listed in the link provided:

<https://dintero.com/prohibited-businesses>

4.4 Technical equipment, tests, and routines

Dintero will provide the Service to the Platform, including Documentation.

Dintero provides the Service "as-is" and "as available". Unless otherwise agreed in these Terms or in a service level agreement entered into between the Parties, Dintero makes no representations or warranties of any kind, and all express or implied conditions, representations, and warranties including, without limitation, any implied warranty or condition of merchantability, fitness for a particular purpose, non-infringement, satisfactory quality, non-interference, accuracy of informational content, or arising from a course of dealing, law, usage or trade practice are hereby excluded to the extent allowed by applicable law and are expressly disclaimed by Dintero, its suppliers and licensors, and Dintero does not warrant that the Service are error free or that all errors will or can be corrected.

The Platform is responsible for implementing the Service in accordance with the Documentation in order to fulfil the Transactions in accordance with these Terms, including any guidelines set by the Acquirers. Dintero shall provide necessary support in this process. Further, the Platform is responsible

to make any and all necessary adjustments upon updates in the Documentation. Such updates shall be promptly notified to the Platform.

The Platform is responsible for performing all necessary testing prior to going live with the Service, in consultation with Dintero.

The Platform shall be responsible for the technical equipment and software required for conducting sales from the Seller.

4.5 Security

By accessing the Service in accordance with the Documentation the Platform will be able to communicate with and transfer data to Dintero's systems.

The Platform shall not offer End Customers any goods, services, or content that in themselves may pose a risk to operation or stability of the Service. The Platform shall not conduct its business in ways that may pose a risk to the operation or stability of the Service.

The Platform is obliged to protect their systems, including storing passwords in a secure manner, and protecting its systems against unauthorized access.

The Platform must comply with necessary and reasonable measures Dintero demands implemented to reduce fraud attempts and compliance with these Terms.

The Platform is responsible for the security of the Sellers and is obliged to have an SSL certificate when communicating with Dintero's systems.

The Platform shall not store or transmit any card data, like card number or security code and other sensitive data, under any circumstance, without being PCI DSS Compliant.

The Platform is responsible for ensuring that sensitive information, such as login information, API keys, passwords, certificates, and the like, are used and handled in a secure manner and are kept secret. If Dintero issues instructions concerning a change or revision, the Platform must comply with such instructions as soon as possible but no later than within thirty (30) calendar days.

5. OBLIGATIONS OF THE PLATFORM

5.1 Order and transaction details

The Platform shall only make order and transaction details available to Dintero when the goods, services or content purchased have been handed over to an independent third party for delivery, delivered or provided to the End Customer or when otherwise permitted by agreements between the Platform or Sellers and the End Customer, or applicable law.

5.2 Requirements to online Sellers that facilitates distance-selling

Online Sellers, or Sellers that facilitates distance-selling, must comply with applicable law and terms and conditions of Acquirers and at a minimum provide the following information to the End Customer at the time of the Transaction:

- The Seller's name, company registration number, address and country;

- Contact information where the End Customers can reach the Seller's customer service, at least providing email address and telephone number;
- Description of the goods, services, and content that End Customer buy, including all applicable prices, taxes and fees;
- Terms and conditions for the Sale, including regulations on the following: delivery terms, payment terms, shipping cost, and the End Customers' right of withdrawal;
- A fair policy for the return of goods or cancellation of services, including any limitation on accepting returned goods or the cancellation of services;
- A button for approval of the order/purchase or other form of confirmation, showing that the End Customer has approved the terms and conditions of the Platform and the Seller;
- Transaction currency (for example NOK);
- Any export restrictions; and
- Information about how Personal Data is processed fulfilling all the requirements in the GDPR, including articles 13 and 14.

The End Customer shall receive a receipt for each Sale. The receipt must comply with applicable law and terms and conditions of Acquirers and at the minimum contain the following information:

- The corporate identify number, name and address of the Platform, if the Platform is part of the Sale;
- The corporate identify number, name and address of the Seller, if the Seller is part of the Sale;
- Amount paid;
- Date of purchase;
- The last four digits of the card number if the Payment method is card;
- Dintero transaction ID; and
- The delivery address.

5.3 Prevention of money laundering or terrorist financing

Subject to statutory law, Dintero and Acquirer must implement certain customer due diligence measures in order to prevent the use of financial systems for the purpose of money laundering or terrorist financing. As part of the due diligence measures Dintero is obligated to verify the identity of the Platform and the Platform's beneficial owners. Dintero may also be obliged to perform customer due diligence measures on the Sellers. The Platform shall provide Dintero all the information, documentation etc. necessary for Dintero to comply with its due diligence obligations in accordance with the Norwegian Anti Money Laundering Act and shall in good faith cooperate with Dintero in that respect.

5.4 Risk assessment and audit

Dintero and Acquirers reserves the right to perform a risk assessment of the Platform at any time, including by obtaining credit information relating to the Platform and its owners, board members, management, and authorized signatories, and by requesting the disclosure of financial statements and other information required in order to perform an assessment of the Platform's creditworthiness and risk profile. This information may include documentation of necessary licenses as well as information about revenue related to prepayments. Dintero will continuously monitor the Platform by its automatic AML systems. Should Dintero need to obtain credit information from the Platform to perform risk

assessments, Dintero shall notify the Platform of such risk assessments as soon as possible, and at the latest five (5) working days prior to performing the risk assessment. However, Dintero may, at its own discretion, withhold such notifications if there are reason to believe the notification itself will interfere with the completion of the risk assessment.

The Platform is obligated to inform its owners, board members, management, and authorized signatories that they may be included in the risk assessment of the Platform.

If, on the basis of the risk assessment, Dintero deems it necessary to do so, Dintero or Acquirer may, with immediate effect:

- Demand a bank guarantee or other type of guarantee from the Platform if there are reason to believe that the creditworthiness of the Platform is deteriorating, or the financial situation of the Platform is in distress
- Withhold Payouts if stated in separate agreement as collateral
- Withhold the Platform's Payout in whole or in part
- Extend the Payout period for all or parts of the Platform's revenue
- Establish a risk and/or chargeback fee that the Platform will be required to pay
- Terminate these Terms and any agreement entered into between the Parties.

Dintero shall notify the Platform of such measures in writing as soon as possible.

As part of the ongoing risk assessment, Dintero or Acquirer or a representative may conduct an unannounced physical inspection of the Sellers, or the Platform's premises to the extent they are relevant to these Terms, which may include a security assessment and/or a general assessment covering servers and stored data, stock (if any), internal process or compliance with all security requirements imposed pursuant to these Terms.

The Platform shall also within seven (7) working days after receiving a request from Dintero, provide Dintero with information related to the Transactions, such as documentation concerning the delivery, terms of contract, receipts, etc. for individual Transactions.

5.5 Changes in the Platform's circumstances

The Platform must immediately inform Dintero in writing of any change in the circumstances reported to Dintero or Acquirer with the application for these Terms or as stated in these Terms itself, including with respect to the changes in:

- a) Control of the Platform;
- b) The ownership of 25% (twenty-five percent) or more of the Platform or the Platform's share capital;
- c) The Platform's management (including board of directors, management, and general manager) as well as authorized signatories;
- d) The Platform's corporation form (e.g., a change from a sole proprietorship to a private limited company);
- e) Address, telephone number, website address (URL);
- f) E-mail address;
- g) Bank account number; or
- h) The documentation or information provided for customer due diligence.

In addition, the Platform must inform Dintero if the Platform makes significant changes to its product range or its payment and delivery conditions, e.g., use of prepayment, or if it anticipates significantly increased sales.

Changes in accordance with this section may result in a new risk assessment and/or a requirement that new terms and/or a new agreement must be entered into with Dintero or Acquirer.

Any change to the Payout account must be documented in writing in form of a confirmation from the bank/submission of account statements and must be signed by an authorized signatory or person holding the power of attorney in accordance with the rules governing powers to bind the Platform.

6. THE RELATIONSHIP BETWEEN THE PLATFORM, THE END CUSTOMER AND SELLERS

The Seller is liable towards the End Customer for all delivery issues, defects and deviations in the goods, services and content sold, including issues concerning the quality, condition, and design/execution, as well as missing or inadequate delivery of goods, services, and content.

The Platform is responsible for securing agreements with Sellers to cover all delivery issues, defects and deviations in the goods, services and content sold, including issues concerning the quality, condition, and design/execution, as well as missing or inadequate delivery of goods, services, and content.

The Platform ensures that the the Platform's terms with End Customer and Seller include information that claims related to the delivery of goods and services, shall be handled between End Customer and the Seller, and that Dintero and Platform shall not be involved or held liable for the goods and services that Seller provides to End Customer.

7. LIABILITY AND INDEMNIFICATION

Neither of the Parties shall be in breach of an obligation under these Terms or any agreement entered into between the Parties if the Party can establish that fulfilment of the obligation has been prevented by Force Majeure. The Party invoking Force Majeure shall, as soon as possible, notify the other Party of the Force Majeure situation. In the case of Force Majeure, each Party shall cover his own costs resulting from the Force Majeure situation.

The Parties are not under any circumstances responsible for indirect losses and damages, including but not limited to business interruption, loss of data or loss of profits or sales, lost or reduced savings, loss or damage of data, costs of equipment, loss of existing or potential customer agreements.

The Platform accepts that Relevant Persons shall not be liable to the Platform for any losses incurred by the Platform arising out of the Service.

The Platform further accepts to indemnify Relevant Persons from all claims from Acquirers or Sellers arising out of the Service or which arise out of any breach by the Platform of any of its obligations or duties it may be deemed to have given under the terms of these Terms or any agreement entered into between the Parties, which any Relevant Person may incur in any jurisdiction. All costs and expenses incurred by any Relevant Person shall be reimbursed by the Platform within reasonable time after the costs have been finally accrued, including those incurred in connection with the investigation of, preparation for or defense of, any pending or threatened litigation or claim within the terms of this indemnity or any matter incidental thereto.

Losses or claims that arise primarily out of any action or failure to act by Relevant Persons that is found to constitute gross negligence, willful misconduct or a breach of these Terms or any agreement entered into between the Parties on the part of the Relevant Person shall be excluded from the liability

and indemnification provisions in the third and fourth paragraph above. Any liability of Relevant Persons shall be limited to the total fee earned by Dintero under these Terms.

Without prejudice to any claim the Platform may have against Dintero, no proceedings may be taken against any owners, directors, officers, employees, consultants, or agents of Dintero, nor any successor or assignee of any such persons in respect of any claim the Platform may have against Dintero.

8. THE PLATFORM'S OBLIGATIONS

- (i) The Platform will only accept payment for goods, services and/or content in Transactions if the End Customer has not previously paid the purchase price (i.e. by partial payment or advance deposit).
- (ii) The Platform may not accept any payment representing a deposit or partial payment for goods, services and/or content to be delivered in the future without Dintero's knowledge and consent and the payment being identifiable as a deposit.
- (iii) The Platform may not Charge a Transaction through Dintero, that represents or relates to the sale of goods, services and/or content for future delivery unless this is done in agreement with Dintero and the Acquirer.
- (iv) The Platform will not present or process any Transactions through Dintero that does not directly relate to a Sale between the Seller and an End Customer, or any Transaction the Platform know or should know to be illegal, fraudulent or not authorized by the End Customer in question.
- (v) The Platform will not present any Transaction representing the refinancing or transfer of an existing obligation of an End Customer with the original Transaction unsettled without resolving this issue with Dintero first.

9. REFUNDS

Dintero has the right to Refund a Transaction if the Platform or Sellers does not fulfill its obligations in accordance with these Terms or any agreement entered into between the Parties, the terms and conditions of the Acquirers or the terms and conditions entered into between the Platform or Sellers and the End Customer, provided the End Customer as a result of this makes a claim for a Refund against Dintero. Dintero shall inform the Platform of any such claim, and the Platform shall be given the right to object to such claim within 3 (three) days. Dintero shall not be obligated to investigate or challenge a claim for a Refund. Dintero may in its sole discretion decide whether the Platform or Sellers has fulfilled its obligations and shall provide the Platform with a written statement regarding the decision. The amount of each Refund represents a debt immediately due and payable by the Platform to Dintero, irrespective of whether a demand is made upon the Platform or Sellers for the value of any Refund(s). This debt may be set off against any Transaction that have not been Settled or against any collateral the Platform have provided to Dintero.

Any refunds presented by the Platform or Sellers will apply with the terms and conditions of the Acquirer and the terms and conditions between the Platform or Sellers and the End Customer and is subject to the following conditions:

- (i) In no event will the Platform or Sellers present a refund that exceeds the amount of the original Transaction.
- (ii) The Platform or Sellers will only present a refund to the same card that the End Customer used for the purchase.

- (iii) If the Platform or Sellers operates both instore and as ecommerce, the Platform or Sellers shall not present Refunds that will be made with cash where the original Transaction was made using a card, unless such card refund is not possible.
- (iv) The Platform or Sellers may never accept cash or other compensation in exchange for presenting a refund of a Transaction.
- (v) Dintero may in its sole discretion refuse to accept any refund processed through Dintero.

10. CHARGEBACKS

Dintero has the right to return a Transaction if an Acquirer claims a Chargeback for whatever reason (together with any Chargeback costs), even where all the requirements of these Terms or any agreement entered into between the Parties have been complied with. Chargebacks shall comply with the following:

- (i) A Chargeback may be claimed from the Platform or Sellers. The Platform is nevertheless liable towards Dintero and the Acquirer.
- (ii) A Chargeback can occur for any reason set out in the terms and conditions of the Acquirers.
- (iii) Where a Chargeback is raised before the Transaction is Settled, Dintero will not be required to Settle the Transaction; or if the Transaction is already Settled, the Platform must pay the value of that Transaction back to Dintero if such payment is not already made by the Seller. Dintero shall first demand payment from such Sellers.
- (iv) The amount of each Chargeback not paid by Sellers represents a debt immediately due and payable by the Platform to Dintero, irrespective of whether or not Dintero or the Acquirers makes demands upon the Platform for the value of any Chargebacks. This debt may be set off against any Transaction that have not been Settled or against any collateral the Platform have provided to Dintero.
- (v) Dintero shall notify the Platform of any Chargebacks which have occurred or been incurred.
- (vi) Dintero shall not be obliged to investigate or challenge the validity of a Chargeback. Any objections to the Chargeback must be made by the Sellers or the Platform directly to the Acquirer.
- (vii) The Platform will not resubmit or reprocess any Transaction that has been the subject of a Chargeback.

11. PRICES AND TERMS

Dintero compensation for services rendered is regulated in the current price list and / or agreed price.

During the current agreement period, Dintero shall have the right to make price adjustments if not agreed otherwise in separate agreement. Price adjustments shall be notified in writing to the Platform at least thirty (30) days prior to effectuation.

Dintero has the right to deduct its fees prior to Payout. Where Dintero cannot deduct the accrued fees before Payout, Dintero will invoice the Platform. Late payments of such invoices shall be subject to interest in accordance with the Norwegian Act on Interest on Overdue Payment of 17 December 1976 No. 100 calculated from the due date for payment of the invoice.

12. SUSPENSION AND CANCELLATION OF TRANSACTIONS

The Acquirer or Dintero can suspend Transactions in its sole discretion if:

- a) The Acquirer or Dintero has reason to believe that the Transaction does not comply with these Terms or any agreement entered into between the Parties, the terms and conditions of the Acquirer or any applicable laws or regulations (including Anti Money Laundering regulations);
- b) the Acquirer or Dintero has reason to believe that a Transaction may be subject to a complaint or claim;
- c) the Acquirer or Dintero has reason to believe that a Transaction may be deemed to be fraudulent;
- d) there are otherwise circumstances indicating any of letter a) to c) above or investigations undertaken or pending that will resolve any suspicion of letter a) to c) above, or
- e) the Platform's credit or risk rating has deteriorated and the Platform's ability to pay is reduced in the reasonable opinion of Dintero.

Dintero shall notify the Platform of such suspensions as soon as possible, and at the latest five (5) hours prior to effectuating the suspension. However, Dintero may, at its own discretion, withhold such notifications if there are reason to believe the notification itself will interfere with the effectuation of the suspension.

13. REFUSAL OF SUSPENSION OF SERVICE

Dintero may refuse or suspend the Service and/or Payout that Dintero reasonably suspects:

- a) are unauthorized, fraudulent, or illegal.

Upon knowledge or suspicion of unauthorized or fraudulent use, or that the Service are used for illegal purposes, Dintero may share any information related to such activity with the appropriate financial institution, regulatory authority, or law enforcement.

14. TERM AND TERMINATION

Each party has the right to terminate these Terms and all agreements entered into between the Parties related to the Service with six months written notice, if not agreed otherwise in separate agreement.

A Party shall have the right by notice in writing to the other Party to terminate these Terms and all agreements entered into between the Parties related to the Service immediately if:

- (i) A party fails to pay, enters into liquidation, goes bankrupt or may otherwise be considered insolvent;
- (ii) a Force Majeure situation lasts without interruption for 60 days or more, or it is evident that it will do so; or
- (iii) one Party commits a material breach of contract and
 - a) fails to implement corrections within thirty (30) days of the other Party having sent written notice of this to the Party who has been guilty of such breach of contract; or
 - b) correction is not possible.

The Platform shall have the right to terminate these Terms and all agreements entered into between the Parties related to the Service in writing in the occurrence of a significant price increase in accordance with section 11 or a significant change to these Terms in accordance with section 20. Such termination shall take effect when the increase or change takes effect, unless the Platform at its own discretion decides to postpone the termination, of which the changes will apply until Termination is effectuated. The Platform must notify Dintero of such postponement at the latest one (1) month prior to effectuation.

If any agreements between an Acquirer and the Platform is terminated, regardless of the reason for such termination, Dintero shall have the right to adjust or terminate these Terms and all agreements entered into between the Parties related to the Service prematurely, to ensure Dintero's obligations related to such Acquirer's Payment Method is removed. In that case, these Terms and all such agreements shall be adjusted or terminated on the same day as the agreement between the Acquirer and the Platform terminates.

Dintero has the right, with immediate effect, to terminate these Terms and all agreements entered into between the Parties related to the Service, suspend part or all of its obligations under these Terms or any agreement entered into between the Parties, or refuse or suspend the Service, if there are reasonable grounds to believe that:

- (i) the Transactions mediated by, or the business conducted by, the Platform or Sellers are unlawful;
- (ii) If the proportion of attempted fraud or other objections is disproportionately high;
- (iii) Dintero becomes aware that the Platform or Sellers is acting fraudulently;
- (iv) unauthorized persons have gained access to or there are security deficiencies in the communications of Dintero, the Platform or Sellers, Acquirers or other computer system, and the security or trust in the services offered by Dintero may thus be exposed to risk;
- (v) it is reasonable to assume that the Platform or Sellers will not have the opportunity or willingness to fulfill its obligations under these Terms or any agreement entered into between the Parties;
- (vi) the Platform or Sellers has completely or partially breached or disregarded a not insignificant contract term in accordance with these Terms or any agreement entered into between the Parties;
- (vii) the Platform or Sellers operates a business, or operates it in such a way that Dintero's reputation may be damaged;
- (viii) the Platform's or Sellers' activities, goods, services, content or actions are viewed by Dintero to be damaging to the reputation of Dintero or the Acquirers;
- (ix) fees to Dintero are not paid by the Platform;
- (x) the Platform does not pay its debt to Dintero in time, of which Dintero has the right to settle all outstanding debt that the Platform owes Dintero, regardless of whether the Platform are notified or not, against any Transactions not Settled or any collateral provided by the Platform to Dintero; or
- (xi) the Platform or Sellers enforces unreasonable contract terms towards End Customers.

Dintero is obliged to notify the Platform in writing. Such notification shall to the extent possible be sent before such termination, suspension, or refusal.

Dintero is obligated to Settle all Transactions that have arisen before the termination of these Terms, regardless of whether such Payouts will be processed by Dintero before or after the termination of these Terms, unless Dintero has a right to suspend or cancel the Transaction.

Upon termination of these Terms, each of the Parties shall immediately delete all documentation about such systems and / or programs provided by the other Party.

Termination of these Terms, for whatever reason, does not affect the rights and obligations that have arisen for the Party before termination; contract terms which expressly or implicitly shall continue to apply after the termination of these Terms shall thus have unchanged validity after termination.

15. SUBCONTRACTORS

If a Party engages an outside service agency to fulfill its obligations fully or partially under these Terms or any agreement entered into between the Parties, that Party is responsible for the service agency's activities and employees in the same way as for its own business.

Both Parties may engage a subcontractor to fulfill all or part of its obligations under these Terms or any agreement entered into between the Parties. Such Party is responsible for such a subcontractor in the same way as for its own business.

Credit information companies that provide credit information to the Platform as a subcontractor to Dintero, are obliged to conduct their business in accordance with the regulations that apply to credit information activities at all times. E.g., the Platform has only the right to order credit information if there is a legitimate interest, such as a request to act on credit. Credit checks are carried out in accordance with the credit template in force at any given time.

16. CONFIDENTIALITY

During the term of these Terms and all agreements entered into between the Parties and for a period of five years thereafter, each party undertakes not to disclose information to any third party regarding the other party's activities which may be deemed business or professional secrets without the other party's consent. Information which the party states to be confidential shall always be deemed to be a business or professional secret.

The confidentiality obligation does not include such information which a party can prove has come to its knowledge in other ways than via these Terms or any agreement entered into between the Parties, or which is in the public domain other than by the breach of these Terms or any agreement entered into between the Parties. Nor does the confidentiality obligation apply when a party is statutorily required to disclose the information.

A party shall ensure that confidentiality as set forth above is observed by obtaining confidentiality understandings from personnel, or other appropriate measures. Each party is responsible for ensuring that engaged subcontractors, advisors, employees, and others who have a legitimate right to receive the information, treat such information in accordance with these confidentiality obligations.

The Platform hereby authorizes Dintero to receive information on behalf of the Platform from a third party, for example the Acquirer, if the information is delivered to Dintero as part of Dintero's assignment to the Platform.

17. INTELLECTUAL PROPERTY RIGHTS

Copyright, patent or other intellectual property rights in systems and programs developed by a Party or a third party, provided by the Party, are owned by that Party. The Party shall delete all documentation about such systems and programs when these Terms terminates.

The Party is responsible for ensuring that the necessary rights to the system, program and other material provided by the Party are obtained from the affected right holders.

A Party is obliged at its own expense to defend and hold the other Party indemnified for losses and costs incurred by the injured Party as a result of a claim that a system, program, and other material provided by the other Party infringes an outside patent, copyright, trademark, or trade secrets, provided that the injured Party provides the other Party with (a) information about such claims and, upon request (b) information and assistance to a reasonable extent.

If it turns out that there is a definite infringement, Dintero shall, to the extent possible and at its own choice, ensure that (x) it receive sufficient rights for the Platform to continue to use the Service, or (y) replace or change the Service so that it no longer causes infringement.

Dintero is not responsible to the Platform for attempts at unauthorized access based on:

- (i) use of Service in combination with other equipment or other software not specified or recommended in writing by Dintero, if the claim could have been avoided without such use;
- (ii) changes in one or more parts of Service made by the Platform or any other third party, if the claim could have been avoided without such changes;
- (iii) Platform fails to install repair programs or updates within the time specified in these Terms or any agreement entered into between the Parties, if the claim could have been avoided without such failure;
- (iv) use of Service in any way other than that specified in the Dintero instructions, if the claim could have been avoided without such use;
- (v) requirements that Service include the performance of protocols that are not owned or provided by Dintero or Dintero's subcontractor, and that constitute unauthorized access.

The ownership and related intellectual property rights to personal data in registers kept and compiled for the performance of the Service belong to the Platform. Dintero shall delete such registers when these Terms terminates.

18. PROCESSING OF PERSONAL DATA

Processing of personal data is governed by the data processing agreement attached in Annex 2.

19. MARKETING

The Platform undertakes to inform its End Customers in an appropriate manner that payments made by the End Customer through the collaboration with Dintero are processed in a secure manner.

The Parties are not entitled to make any changes or modifications to the other Party's logo.

The Parties give each other consent for marketing purposes where the Parties can publish each other's logos on their websites.

20. CHANGES AND ADDITIONS

All written and oral obligations and / or promises that existed before these Terms will be replaced by the content of these Terms and all agreements entered into between the Parties.

If the Platform during the term of these Terms wants a change in the Service, the Platform must send a written request to Dintero. Said request shall contain an accurate description of the desired change.

Dintero shall, without unreasonable delay after receipt of proposed changes in accordance with the above, inform the Platform whether, in what way, within what time frame and at what price the request

/ proposed change can be implemented and how the said change will affect the design and execution of the Service.

Dintero has, notwithstanding the previous part, the right to change terms in these Terms or the design of the Service immediately to the extent required by law, government decisions, changes in national or international regulations for payments, changes in third party (e.g., redemption) system or other similar circumstance. The Platform shall be notified of such changes as soon as possible.

Dintero also has the right in other cases than those stated above, to change the design of the Service or these Terms immediately, if such change in Dintero's opinion will lead to an improvement or only insignificantly affect the said Service or terms. The Platform shall be notified of such changes.

Otherwise, Dintero may in its sole discretion change the terms of these Terms with three months written notice to the Platform. In such case the Platform may terminate these Terms and all agreements entered into between the Parties in accordance with section 14.

21. TRANSFER

Neither Party has the right to assign these Terms and all agreements entered into between the Parties without the written consent of the other Party. Both Parties has the right to transfer these Terms and all agreements entered into between the Parties in whole or in part to another company in the same group as the relevant Party.

22. MISCELLANEOUS

The Platform accepts that all notices and information from Dintero is sent electronically to the Platform's email address in English language.

The Parties agree that a Party shall not engage in any activity that could harm the trust of any of the Parties or its trademarks, or that could be considered fraudulent.

The parties undertake to cooperate to a reasonable extent to prevent and investigate suspected criminal acts in connection with the Service. Each Party hereby undertakes to report actions to the other that may be suspected of constituting a breach or attempted breach and to provide documents as well as other written and oral information to the other Party that may facilitate the prevention and investigation of suspected criminal acts with affiliation with these Terms and any agreement entered into between the Parties.

Dintero's normal working hours are weekdays between kl. 09.00-17.00 (CET).

Should any of the provisions of these Terms or any agreement entered into between the Parties or any part thereof prove to be invalid, this will not result in these Terms or such agreement being invalid in its entirety. To the extent that the invalidity affects the Party's dividends or performance in accordance with these Terms or such agreement, adjustment shall be made to an appropriate degree.

Dintero is authorized as a payment institution under supervision by the Norwegian Financial Supervisory Authority.

In accordance with section 2 of the Norwegian Financial Contracts Act of 25 June 1999 No. 46, all provisions in the Act that are not mandatory for customers who are not consumers are deviated from and do not apply between the Parties.

23. DISPUTE RESOLUTION

Disputes concerning the interpretation and application of these Terms and any agreement entered into between the Parties as well as all legal matters that arise as a result of this, shall first and foremost be settled through negotiation between the Parties.

Disputes that cannot be resolved in a friendly manner in the above-mentioned manner shall be decided by a Norwegian court, of which the Oslo District Court shall be the first instance.

With regard to all views, such as interpretation, execution and validity, these Terms and any agreement entered into between the Parties shall be regulated on the basis of Norwegian law.

ANNEX 1: DINTERO SPLIT PAYMENT

Dintero Split Payment facilitates the split of one payment where End Customer pays with the payment methods enabled in our Checkout to one or multiple Sellers. Payments may be split by API request, and Sellers can be added via API or from Dintero Backoffice (provided relevant Dintero terms are entered into and KYC/AML checks are satisfactory).

If the Platform wants to Split some amount to their self, they need to add themselves as a Seller.