

TERMS OF SERVICE FOR SELLERS

Last updated: 10.01.2023

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 designated by and connected to a Platform as a seller (the “Seller”).

These Terms are effective when the Seller is onboarded by Dintero as a seller on the Platform. 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 Seller, the representative represent and warrant that: (i) it has full legal authority to bind the Seller 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 Seller, to these Terms and such agreements. The Seller’s representative shall not click the “I Accept” button below if it does not have the legal authority to bind the Seller.

These Terms covers the Dintero Split Payment product.

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 Seller is a physical or online-store or website that offers goods, services, or content to End Customers. The Seller is connected to an IT platform that collects order and invoice information from the Seller and acts as an administrative partner to the Seller (the "Platform").

The Platform has entered into agreements with Dintero to enable Dintero to provide its Split Payment services to the Seller as described in Appendix 1. The Seller has entered into agreements with the Platform to regulate the relationship between the Seller and the Platform.

The Seller does not supply any services subject to a concession license (konsesjonsplikt). Neither Dintero, the Platform nor the Seller 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 until either (i) the Seller is no longer connected to the Platform, or (ii) the agreements between the Platform and Dintero is no longer in effect.

3. DEFINITIONS

Acquirer	Swedbank Pay, Bambora, Collector, Vipps, or other entity approved by Dintero as payment provider.
Charge	When the Seller executes Payout, 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 from the Seller.
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 Seller (each named a Party).
Payment Method	A way End Customers pays for goods, services, or content from the Seller, such as Vipps, invoice or card.
Payout	Financial settlement of Transactions between Dintero and the Seller. 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	A legal entity that supplies an IT platform that collects order and invoice information from the Seller and acts as an administrative partner to the Seller and facilitates the connection between Dintero and the Seller.
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 Seller and an End Customer for a service, product, or content.
Seller	The legal entity designated by and connected to a Platform as a seller, with whom Dintero has entered into these Terms, 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 the 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.

The payment split on each Sale is regulated in agreements between the Platform and Dintero, and the Seller is bound by such agreements.

4.2 Service requirements, limitations, and restrictions

The Seller shall use the Service in a lawful manner, obeying all laws, rules, directives, and regulations applicable to the Seller's use of the Service and the Transactions. The Seller 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 Seller 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>

4.3 Technical equipment, tests, and routines

Dintero has entered into agreements with the Platform on technical implementation of the Service on the Platform. The Platform is responsible for such implementation in order to fulfil the Transactions, including any and all necessary adjustments. Further, the Platform is responsible for the technical equipment and software required by the Seller for conducting Sales.

Dintero provides the Service "as-is" and "as available". 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.

4.4 Security

By accessing the Service, the Seller will be able to communicate with and transfer data to Dintero's systems. The Platform is responsible for the security of the Seller.

The Seller 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 Seller shall not conduct its business in ways that may pose a risk to the operation or stability of the Service.

5. OBLIGATIONS OF THE SELLER

5.1 Payout

The Seller shall only execute Payout 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 the Seller and the End Customer, or applicable law.

5.2 Requirements to online or distance Sale

When facilitating online or distance Sale, the Seller 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 Seller's name, company registration number, address and country;
- The Platform's name, company registration number, address and country, if the Platform 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 Seller and the Seller's beneficial owners. The Seller 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 Seller at any time, including by obtaining credit information relating to the Seller 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 Seller'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 Seller by its automatic AML systems. Should Dintero need to obtain credit information from the Seller to perform risk assessments, Dintero shall notify the Seller 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 Seller is obligated to inform its owners, board members, management, and authorized signatories that they may be included in the risk assessment of the Seller.

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

Dintero shall notify the Seller 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 Seller'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 Seller 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 Seller's circumstances

The Seller 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 Seller;
- b) The ownership of 25% (twenty-five percent) or more of the Seller or the Seller's share capital;
- c) The Seller's management (including board of directors, management, and general manager) as well as authorized signatories;
- d) The Seller'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 Seller must inform Dintero if the Seller 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 Seller.

6. THE RELATIONSHIP BETWEEN THE SELLER, THE PLATFORM AND THE END CUSTOMERS

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.

Dintero shall not be liable towards or involved in claims from End Customers relating to the goods, services, and contents sold, and the Seller shall take responsibility for such claims if the End Customer engages in legal measures towards Dintero.

Dintero shall not be liable towards or involved in claims from the Seller relating to the provision of the Service, and the Seller shall direct any such potential claim to the Platform.

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

The Seller further accepts to indemnify Relevant Persons from all claims from Acquirers or End Customers arising out of the Service or which arise out of any breach by the Seller 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 Seller promptly on demand, 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 Seller 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 Seller may have against Dintero.

8. THE SELLER'S OBLIGATIONS

- (i) The Seller 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 Seller 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 Seller may not present, process or settle any Transactions 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 Seller will not present, process or settle any Transactions through Dintero that does not directly relate to a Sale between the Seller and an End Customer, or any Transaction the Seller know or should know to be illegal, fraudulent, or not authorized by the End Customer in question.
- (v) The Seller will not present, process or settle 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 the Seller does not fulfill its obligations in accordance with these Terms or any agreement entered into between the Parties, any terms and conditions or agreements entered into between the Platform and Dintero, the terms and conditions of the Acquirers or the terms and conditions entered into between the Platform or the Seller 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 Seller of any such claim, and the Seller 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 the Seller has fulfilled its obligations and shall provide the Seller with a written statement regarding the decision. The amount of each Refund represents a debt immediately due and payable by the Seller to Dintero, irrespective of whether a demand is made upon the Platform or the Seller 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 Seller have provided to Dintero.

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

- (i) In no event will the Seller present a refund that exceeds the amount of the original Transaction.
- (ii) The Seller will only present a refund to the same card that the End Customer used for the purchase.
- (iii) If the Seller operates both instore and as ecommerce, the Seller 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 Seller 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 the Seller. The Seller 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 Seller must pay the value of that Transaction back to Dintero.
- (iv) The amount of each Chargeback represents a debt immediately due and payable by the Seller to Dintero, irrespective of whether or not Dintero or the Acquirers makes demands upon the Seller 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 Seller have provided to Dintero.
- (v) Dintero shall notify the Seller 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 Seller directly to the Acquirer.
- (vii) The Seller will not resubmit or reprocess any Transaction that has been the subject of a Chargeback.

11. PRICES AND TERMS

All prices for the provision of the Service, including Dintero's right to make adjustments, is regulated in agreements between the Platform and Dintero, and the Seller is bound by such agreements.

Dintero has the right to deduct its fees prior to Payout.

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, any terms and conditions or agreements entered into between the Platform and Dintero, 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,
- e) the Seller's credit or risk rating has deteriorated and the Seller's ability to pay is reduced in the reasonable opinion of Dintero, or
- f) 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 Seller 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) May violate not insignificant provisions in these Terms or any agreement entered into between the Parties, or any terms and conditions or agreements entered into between the Platform and Dintero; or
- b) 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

The Parties may not terminate these Terms and all agreements entered into between the Parties unless explicitly stated in this section.

These Terms and all agreements entered into between the Parties will terminate immediately if (i) the Seller is no longer connected to the Platform, or (ii) the agreements between the Platform and Dintero is no longer in effect.

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 Seller 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 change to these Terms in accordance with section 19. Such termination shall take effect when the change takes effect.

If any agreements between an Acquirer and the Platform or the Seller 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 or the Seller 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 the Seller are unlawful;
- (ii) If the proportion of attempted fraud or other objections is disproportionately high;
- (iii) Dintero becomes aware that the Platform or the Seller is acting fraudulently;
- (iv) unauthorized persons have gained access to or there are security deficiencies in the communications of Dintero, the Platform or the Seller, 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 the Seller will not have the opportunity or willingness to fulfill its obligations under these Terms or any agreement entered into between the Parties;
- (vi) the Seller 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 has completely or partially breached or disregarded a not insignificant contract term in accordance with the terms and conditions or any agreement entered into between the Platform and Dintero;
- (viii) the Platform or the Seller operates a business, or operates it in such a way that Dintero's reputation may be damaged;

- (ix) the Platform's or the Seller's activities, goods, services, content or actions are viewed by Dintero to be damaging to the reputation of Dintero or the Acquirers;
- (x) fees to Dintero are not paid by the Platform or the Seller;
- (xi) the Platform or the Seller does not pay its debt to Dintero in time, of which Dintero has the right to settle all outstanding debt that the Seller owes Dintero, regardless of whether the Seller are notified or not, against any Transactions not settled or any collateral provided by the Seller to Dintero; or
- (xii) the Platform or the Seller enforces unreasonable contract terms towards End Customers.

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

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 Seller 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 Seller for attempts at unauthorized access based on:

- (i) use of the 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 the Service made by the Platform, the Seller or any other third party, if the claim could have been avoided without such changes;
- (iii) the Platform or the Seller 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 the Service in any way other than that specified in the Dintero instructions, if the claim could have been avoided without such use; or
- (v) requirements that the 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 and the Seller. 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. 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 Seller during the term of these Terms wants a change in the Service, such requests must be directed to the Platform.

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 Seller 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 Seller 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 Seller. In such case the Seller may terminate these Terms and all agreements entered into between the Parties in accordance with section 14.

20. 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.

21. MISCELLANEOUS

The Seller accepts that all notices and information from Dintero is sent electronically to the Seller'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 1-9 of the Norwegian Financial Contracts Act of 18 December 2020 No. 146, 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.

22. 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.