

## FYNDIQ'S GENERAL TERMS AND CONDITIONS FOR MERCHANTS

### 1. Introduction

Welcome to Fyndiq and sales via our site, an upselling channel for bargains.

In order for customers to be satisfied, all elements need to be right: from Your purchase of a product, to Your posting of a Product Advertisement, until You deliver the product to the consumer. Our cooperation is important and entails both legal rights and legal obligations. Therefore, please take the time to read the Agreement carefully. You further acknowledge and accept Fyndiq's guidelines, as applicable from time to time, which You can find here <https://support.fyndiq.se/hc/en-se>.

It's important to always focus on the "customer experience". This is not as fuzzy a concept as it might sound. We mean that You must always ensure that information which You provide about the product in both the Product Advertisement and at the time of delivery is attractively presented, complete, and understandable to the consumer. Just ask Yourself – would I want, or be able, to buy the product if I received this information? It is, of course, obvious that the product cannot be a pirate copy, and must be legal and safe to use.

Remember that only professional merchants may sell via Fyndiq. In the event You are private person, You must find another way to sell Your products.

### 2. Definitions

The "*Agreement*" means these general terms and conditions, appendices, and Fyndiq's guidelines.

"*You/Your*" means You, a so-called trader, with a tax clearance certificate and a VAT registration number, and who registers a user account on the Site.

"*Fyndiq*" means Fyndiq AB.

"*Product Advertisement*" means product information for publication on the Site, e.g. pictures, text, and graphics.

"*MPR*" means the Merchant Performance Report, which, inter alia, provides certain thresholds that shall not be exceeded by the merchant in respect of issues related to e.g. uncollected products, missing products and/or returned products, as provided for in the relevant Fyndiq guidelines.

The "*Site*" means Fyndiq's web-based e-commerce platform, e.g. Fyndiq's websites, applications, software, and content.

### 3. User account and access to the Site

3.1 When You register a user account on the Site, You approve, and enter into, the Agreement with Fyndiq. In the event of contradictions, these general terms and conditions take precedence over other parts of the Agreement.

3.2 Fyndiq owns and controls the Site and user accounts. You undertake to comply with Fyndiq's guidelines for user accounts and the Site. Any information which You provide to Fyndiq must always be correct and current.

3.3 You are responsible for all activity on Your user account (and for taking security measures to prevent unauthorised use). You are responsible for Your personnel and consultants at all times.

3.4 You are obligated, on Your own initiative, to regularly check modifications of the Agreement and Fyndiq's General Terms and Conditions for Consumers. Modifications enter into force fourteen (14) days after Fyndiq has given notice thereof, for example on our merchant pages.

3.5 Fyndiq may immediately restrict or shut down Your Product Advertisements, user accounts, or activity on the Site if You breach the Agreement, laws and regulations, or Fyndiq's guidelines. Examples of this include if:

- (i) there is a risk of infringement of intellectual property rights or a risk of product liability;
- (ii) You lack a valid tax clearance certificate or relevant registration with a public agency, or You are investigated by an agency for unlawful activities, inadequate accounting, payment of taxes or social insurance charges;
- (iii) You provide inaccurate or misleading information about You and Your business;
- (iv) You are in bankruptcy, have commenced composition proceedings, have suspended Your payments, or can otherwise be deemed to be insolvent;
- (v) You behave inappropriately or threateningly towards Fyndiq's personnel, consumers, or other merchants;
- (vi) there is a risk that You will cause Fyndiq to incur financial loss or legal liability (liability which Fyndiq did not expressly undertake pursuant to the Agreement).
- (vii) You are listed in the MPR with values exceeding certain thresholds, caused by e.g. an excessive number of missing products, complaints etc. The thresholds are determined by Fyndiq in its sole discretion and communicated via Fyndiq's guidelines under "Information about thresholds", which You can find here <https://support.fyndiq.se/hc/en-se>.

#### **4. Selling products**

##### *Generally*

4.1 You understand and accept that the products are sold to consumers and that consumer protection laws and regulations apply to all sales which take place on the Site.

4.2 You are responsible for ensuring that products which are marketed and delivered meet requirements for quality, public safety, labelling, instructions for use, and warnings pursuant to laws, regulations, and Fyndiq's guidelines. You understand and accept that You must personally check and ascertain that products comply with laws and regulations, e.g. that product information, warnings, and labels must be written in Swedish when required.

4.3 In the event a product or Product Advertisement uses any third party's intellectual property rights, You are responsible for ensuring that necessary consent has been obtained from the rights holders. As a merchant, You must actively endeavor to prevent the sale of pirated copies via Fyndiq.

4.4 You understand and accept that consumers who purchase on the Site are Fyndiq's customers. As a result, You may not use information regarding Fyndiq's customers:

- (i) to send documents with a delivery, to send a separate mail-out, or to design packaging or Product Advertisements which directly or indirectly market Your own or another party's business, products, or services;
- (ii) make direct contact via, e.g., email, text messages, social media, or telephone; or
- (iii) send an invoice or make another demand to the customer.

4.5 You may not market or deliver products which are included in the "Prohibited Products" appendix to this Agreement and listed in Fyndiq's guidelines under "Prohibited Products", which You can find here <https://support.fyndiq.se/hc/en-se>.

##### *Advertisements and pricing*

4.6 You undertake to provide complete product information so that consumers can make a well-informed choice. The Product Advertisement may not be erroneous or misleading. You undertake to correct errors or flaws immediately.

4.7 Pictures in Product Advertisements must be professional quality and clearly show the actual product which is being sold. Use of pictures and other graphics in a Product Advertisement must comply with Fyndiq's guidelines.

4.8 You must state a recommended price to consumers and an ordinary market price for the product, with the correct VAT rate, so that Fyndiq has a basis for the pricing. Fyndiq may temporarily or permanently increase or decrease the sales price to the consumer (but You will always receive compensation based on Your recommended price).

4.9 When You post a Product Advertisement, You must bear in mind that You may only post one advertisement for a specific product (however, if two or more products are bundled into a separate offer, such a product may be included).

4.10 Fyndiq is entitled to make changes to Product Advertisements.

### *Sales and marketing*

4.11 You may only sell products which are unused, in working condition, and free of defects. The original packaging must be in good condition.

4.12 Fyndiq markets and sells only factory-new products, unless we have agreed otherwise. In certain cases, Fyndiq may provide written approval prior to sale of products from bankruptcy stocks, demonstration models, products which You or another party have repaired/renovated, or products for which You otherwise believe You have limited liability, provided this is lawful under applicable consumer protection laws.

4.13 Fyndiq may remove a product from the Site at any time whatsoever, e.g. if the product is not sold within a specific time from publication of the advertisement, or if Fyndiq decides that the product does not comply with laws, regulations, or Fyndiq's guidelines.

### *Stocks and delivery*

4.14 Products which are sold on the Site must be maintained in stock by You or Your suppliers in an EU member state. You bear full responsibility for any shortages at Your suppliers.

4.15 You are responsible for direct delivery of the product to the consumer within the delivery time stated in Fyndiq's General Terms and Conditions for Consumers (or another delivery time which applies to certain products pursuant to written agreement with Fyndiq and of which the consumer has been informed prior to the purchase).

4.16 You are responsible for the product until the consumer has received it. Notification to the consumer that the product has been sent or can be collected from the collection point, or the consumer's failure to collect the package, does not change Your liability.

## **5. Customer service and product liability**

### *Support and customer service*

5.1 As a merchant You are responsible for assisting our customers regarding complaints, regrets and missing products. In all other cases, contact with customers will be handled by Fyndiq's customer service. If necessary we will contact and inform You in matters concerning Your products. The most common issue types are presented in the Appendix - "How to handle certain issue types".

5.2 You must respond to incoming tickets within 24 hours during weekdays. If you do not respond in time, Fyndiq will make decisions how the tickets will be solved. You commit to answering Fyndiq's, and our consumer's, questions as fully as possible and to propose a suitable solution in accordance with laws, regulations and Fyndiq's terms and conditions. Fyndiq reserves the right to make decisions how the tickets will be solved.

5.3 When You receive or collect a returned product, You must notify Fyndiq immediately, or not later than within 48 hours. You must collect a product within 24 hours on a weekday, excluding public holidays, from the date on which You received notification.

5.4 Fyndiq may invoice You (or make a deduction prior to payment of compensation to You) for refunds to consumers (complaints, missing products etc.) and other actual costs which Fyndiq incurs in connection with handling customer service matters. For the avoidance of doubt, You approve that, e.g., discount codes and suchlike which Fyndiq provides as a customer care gesture, are an actual cost.

5.5 In the event Fyndiq needs to invoice or otherwise charge for a cost which the consumer is required to bear pursuant to law or Fyndiq's General Terms and Conditions for Consumers, You understand and accept that You may only receive compensation if Fyndiq actually received payment from the consumer. Fyndiq shall not be compelled to escalate such matters to Debt collectors, the enforcement authority or suchlike.

5.6 Except cases regarding complaints, regrets and missing products, You can in exceptional cases after Fyndiq's written approval also handle other consumer cases.

5.7 In connection with complaint and warranty matters, You are only entitled to charge a troubleshooting fee if doing so is reasonable (depending on product type and price) pursuant to Fyndiq's guidelines.

5.8 You understand and accept that You may not encourage a customer to send a product to Fyndiq's address.

5.9 Fyndiq views fraud and attempted fraud seriously. Fyndiq cooperates with the police, public agencies, and payment service providers. We expect Your prompt and effective assistance when we request it, e.g. when mail- out of a product must be stopped. Fyndiq has a Fraud Policy which is set forth in Fyndiq's guidelines under "Fraud Policy", which You can find here <https://support.fyndiq.se/hc/en-se>. You understand and accept that a product which is sent as "non-trackable" (i.e. without a trackable sending number/ID or registered letter) always takes place at Your own risk.

#### *Product liability and monitoring*

5.10 Selling products to consumers entails significant responsibility. You are liable for any claims from rights holders, consumers, and public agencies (including administrative fines or fees) which relate to Your products or Product Advertisements.

5.11 Your products and Product Advertisements must be legal, meet product safety requirements, and have the permits, warranties, and completed tests by the producers or notified bodies which are necessary pursuant to laws and regulations. In the event Fyndiq contacts You, You must respond within 48 hours on weekdays, excluding public holidays, and send relevant certificates, information, and documents to Fyndiq, e.g. CE labelling, EU assurances regarding compliance, proof of product labelling, EAN, article and batch number.

5.12 In the event a public agency, rights holder, or organization requires that the manufacture, import, or sale of a product must be reported or accounted for, or if the product must be recalled, You are responsible for doing so in accordance with laws and regulations. You are liable for all costs and payment of any related compensation or fees.

5.13 You are responsible for fulfilling any obligations regarding reporting and payment of fees for recycling, waste management of products, product parts (e.g. batteries) and packaging.

5.14 Fyndiq regularly monitors compliance of Product Advertisements and products with the Agreement, laws, and regulations. Fyndiq may also receive claims from, e.g., rights holders, their legal counsel, or public agencies. You undertake to respond to our questions as completely as possible and to send us relevant certificates, documentation, or pictures. Ordinarily, You must respond to matters which Fyndiq sends to You within 48 hours on weekdays, excluding public holidays. You understand and accept that if Fyndiq determines that there is a risk of financial or legal liability, the Product Advertisement or Your sales may be stopped immediately.

## **6. Compensation and payment**

6.1 Fyndiq handles sales to consumers, presentation of Product Advertisements, and other functions on the Site, including payment. In addition, Fyndiq may market and conduct sales of products (which Fyndiq selects), both through Fyndiq's own marketing and through purchases of advertisements and search results via other platforms, e.g. GoogleAds.

6.2 Fyndiq charges a service fee for the services which Fyndiq offers. Fyndiq's service fees are: (i) "Selling Fee", which is a percentage fee on the price of the product; and (ii) "Category Fee", which can depend on the product category. Current service fees are set forth in Fyndiq's guidelines under "Service Fees", which You can find here <https://support.fyndiq.se/hc/en-se>.

6.3 Fyndiq pays You compensation for a sold product, after deducting the Selling Fee, the Category Fee, and any costs which Fyndiq incurs and for which You are responsible pursuant to the Agreement. For the avoidance of doubt please note that the Fyndiq service fees are non-refundable. In order to receive compensation, You must provide us with a valid International Bank Account Number (IBAN) and a Bank Identifier Code (BIC), and/or postgiro and/or bankgiro, as applicable.

6.4 Laws and regulations provide that a consumer may often make a complaint in respect of a product long after delivery. In the event Fyndiq is obligated to pay a refund to a consumer for a product (or for any other claims) but You have already received compensation for the product, Fyndiq shall be entitled to set off such amounts from subsequent compensation to You or invoice You for such amounts.

6.5 Fyndiq is entitled to refuse to pay You if You breach the Agreement or if the consumer exercises their right of withdrawal or their right to return the product within 30 days of receipt.

## **7. Intellectual property rights**

7.1 You are responsible for ensuring that Your products and Product Advertisements do not infringe any intellectual property rights.

7.2 When You upload a Product Advertisement, You grant Fyndiq a non-exclusive right to use the Product Advertisement, free of charge, in whole or in part, during such time as the product is marketed on the Site. This also includes the right for Fyndiq to use marketing for Fyndiq's own business and to sublicense to a third party.

7.3 You may not use intellectual property rights belonging to Fyndiq without Fyndiq's prior written approval.

## 8. Disclosure obligation

You shall inform Fyndiq immediately:

- (i) where You or a company upstream in the sales chain (wholesaler, retailer, distributor, manufacturer, etc.) is placed into bankruptcy, commences composition proceedings, is placed into liquidation, or can otherwise be deemed to be insolvent, or if there is otherwise a risk that warranty liability or product liability will not be satisfied;
- (ii) in the event of any suspected or determined infringement of intellectual property rights; or
- (iii) of any circumstances which may entail a risk of legal liability or financial liability for Fyndiq or for You, e.g. in respect of product safety, health, or the environment.

## 9. Liability in damages

9.1 You are liable for damage and claims in damages arising from Your product, Product Advertisement, unlawful use of Personal Data, or Your failure otherwise to perform Your obligations under the Agreement. You shall indemnify Fyndiq in the event of claims from third parties, for example consumers, legal entities, private organisations, or public agencies. For the avoidance of doubt, Your liability for loss also includes a consumer's right in certain cases, to bring claims against a trader in the upstream sales chain due to defects in the product.

9.2 In the event of any technical or handling defects, Fyndiq shall not be liable for lost sales, costs, or any damage which may arise as a result.

9.3 In the event Fyndiq is involved in a civil dispute regarding Your product, or Your Product Advertisement, or if Your Product or Product Advertisement infringes a third party's individual property rights, You shall immediately assist Fyndiq during the dispute and indemnify Fyndiq for damages, compensation for infringement and all direct and indirect costs (including reasonable legal fees) which arise, or which Fyndiq must pay in connection with the dispute or the infringement. This includes, but is not limited to, a right for Fyndiq to invoice You if the dispute or the infringement results in an obligation for Fyndiq to compensate a third party as a result of a settlement.

9.4 In the event Your product has been sold on Fyndiq's platform and the product is considered not to be safe or is considered dangerous according to what is set out in the law, e.g. in the Product Safety Act (Sw. *Produktsäkerhetslagen (2004:451)*), You shall immediately assist Fyndiq with recalling Your product and any other measures related thereto, including information to consumers and authorities, and pay Fyndiq for all direct and indirect costs (including reasonable legal fees) which arise, or which Fyndiq must pay in connection herewith. This includes, but is not limited to, a right for Fyndiq to invoice You if the sale of Your product results in Fyndiq being obliged to pay penalty or sanction charges, or if the dispute results in Fyndiq being obliged to pay damages or other compensation.

9.5 In the event of a breach of contract, Fyndiq's right to demand that You perform the Agreement and to seek damages shall not be affected by Fyndiq taking, or not taking, other measures (e.g. restricting or shutting off Your Product Advertisements or user accounts).

9.6 You shall fully indemnify and hold Fyndiq harmless against any and all loss, liability, damage and/or cost that Fyndiq incurs as a result of or in connection with:

- (i) transactions that are processed by an external payment provider or that otherwise result from Your provision of goods to the customer (including without limitation refunds and chargebacks);
- (ii) the imposition of fines or penalties due to third party claims against an external payment provider as a result of Your conduct;
- (iii) allegations of fraud related to Your business.

## 10. Premature termination

10.1 Fyndiq or You may terminate the Agreement with immediate effect if the other party materially breaches its obligations under the Agreement (or an agreement with another company within the same group), which for the

avoidance of doubt includes Fyndiq's guidelines, which You can find here <https://support.fyndiq.se/hc/en-se>.

10.2 In the event one of the parties is placed into bankruptcy, commences composition proceedings, is placed into liquidation, or may otherwise be deemed to be insolvent, the other party may terminate the Agreement with immediate effect.

10.3 In the event a direct competitor of Fyndiq acquires participating interests, shares, or assets in Your business or otherwise provides funds or guarantees for Your business or a business in the corporate group to which You belong, Fyndiq shall be entitled to terminate the Agreement with immediate effect.

10.4 A party may terminate the Agreement, regardless of cause, at any time whatsoever, with one month notice of termination.

10.5 Notice of termination shall be given in writing.

10.6 Upon termination of the Agreement, Your right of disposition over the products which have been reserved in Your stock for sales on the Site shall resume.

10.7 Due to their content, certain provisions will remain in force following termination of the Agreement, e.g. You must deliver products which have been sold to consumers, You must assist Fyndiq in customer service matters, You must assume Your product liability, and You must pay any damages.

10.8 Fyndiq may withhold Your outstanding payments for up to 30 days after the date of the last and final planned payment.

## **11. Liability insurance**

You shall maintain appropriate liability insurance for Your business and Your liability under the Agreement. At Fyndiq's request, You shall send copies of insurance certificates.

## **12. Assignment**

Fyndiq shall be entitled to assign all or part of the Agreement to a third party. The Agreement is personal to You, and therefore, You are not entitled to assign the Agreement to any third party without Fyndiq's prior written approval.

## **13. Applicable law and disputes**

13.1 The Agreement shall be governed by Swedish law.

13.2 Disputes arising from the Agreement shall be determined by a court of general jurisdiction, with the Stockholm District Court as the court of first instance.

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## **Appendix 1 – Prohibited Products**

This appendix will be updated from time to time, without warning or notice to You. Any modification will enter into force as soon as it is published on the Site, so it is important that You regularly look at this appendix.

The ground rules are simple.

1. You may not market or sell products which are illegal, fail to meet labelling, safety, health, or environmental requirements, or which are subject to restrictions on sales to consumers.
2. There are also products which Fyndiq has chosen not to sell via the Site, e.g. because we do not think they are suitable for our preferred potential customers and target groups.

### **Examples of products which are prohibited to market and sell via the Site are:**

- Alcohol
- Drugs and steroids
- Pirated copies
- Services
- Weapons and ammunition
- Food and animal food

Please note that the full list of prohibited products are set forth in Fyndiq's guidelines under "Prohibited Products", which You can find here <https://support.fyndiq.se/hc/en-se>.

## Appendix 2 – Personal data policy

Fyndiq protects personal privacy. At Fyndiq, we process personal data for those customers and users who use our services and products. In terms of You, as a merchant, we conduct this processing to perform the Agreement which is in force between Fyndiq and You and/or based on a legitimate commercial interest of Fyndiq.

You must provide personal data in order to register a user account and use Fyndiq's services. This data is entirely necessary in order to enter into the Agreement and use Fyndiq's services. If personal data is not provided, Fyndiq will not be able to perform the Agreement. Fyndiq, of course, complies with the laws and regulations which apply to processing of personal data. Fyndiq has taken appropriate technical and organisational security measures (including confidentiality) in order to protect personal data against unauthorised access, modification, dissemination, and destruction.

The personal data is used in order to:

- administer and perform the Agreement with You;
- sort out and solve any problems which may arise when You use our services and products;
- send newsletters; and/or
- provide data to cooperation partners, including those outside of the EU (see below).

Fyndiq may use various cooperation partners in order to perform our obligations to You. Our cooperation partners may enter into an agreement with Fyndiq so that we can ensure a high level of protection for, and correct processing of, Your personal data.

Where Fyndiq has a cooperation partner in a country outside of the EU/EEA, personal data may be transferred to such country that may not have the same level of protection for personal data. In order to protect Your personal data, Fyndiq enters into agreements with our cooperation partners which govern the transfer and each cooperation partner's personal data processing. Agreements contain the standard terms and conditions issued by the EU Commission and Fyndiq endeavors to ensure the personal data is processed in such way so as to meet applicable statutory requirements.

Fyndiq stores Your personal data for as long as is necessary in order to perform the Agreement. Fyndiq takes reasonable measures to keep processed personal data current and to remove noncurrent and otherwise erroneous or unnecessary personal data. Should the Agreement terminate, we will only continue to store Your personal data for such time as we have any obligation pursuant to law or to protect consumers' rights.

Fyndiq may use so-called web beacons (or "pixel tags") on certain websites. We do not ordinarily use them to identify individual users personally. Web beacons are ordinarily graphic images which are placed on the website and are used to count visitors to a website and/or for access to certain cookies. This information is used to improve Fyndiq's services. Web beacons do not, ordinarily, collect any information beyond that which is provided by Your Internet browser as a standard setting. You can choose not to accept cookies or web beacons; however, this may entail that the functionality of Fyndiq's Internet services will encounter problems. A web beacon can continue to collect information regarding visitors from Your IP address, but such information will no longer be specific to You. In the event You do not wish to accept cookies or if You would like to be warned before they are stored on Your computer, You may change the settings on Your Internet browser, tablet, or mobile telephone.

Fyndiq uses cookies. You can find more information about Fyndiq's cookies at <https://fyndiq.se/fyndiq/cookies/>.

Fyndiq will regularly update this personal data policy in order to reflect any changes regarding how we process personal data. In the event of any material changes which require Your consent, we will notify You.

Fyndiq AB (company reg. no. 556792-1712) is responsible for the processing of personal data. You may, of course, obtain information regarding which personal data about You Fyndiq processes and You may also request that data be corrected if it is shown to be erroneous or incomplete. Subject to applicable laws, You may also have the right to request deletion of Your personal data or restriction of processing, data portability or object to the processing of Your Personal Data, including that Your data shall not be processed or used for direct marketing.

In the event You have questions regarding this policy or Fyndiq's processing of personal data, please contact us at [privacy@fyndiq.com](mailto:privacy@fyndiq.com). You may also lodge a complaint with the data protection authority.



## **Appendix 3 – Data Processing Agreement**

This Data Processing Agreement ("Appendix") is an integral part of Fyndiq's General Terms and Conditions for Merchants ("Agreement").

Terms used in this Appendix shall have the meanings given in the Appendix. Terms not otherwise defined shall have the meaning stated in the Agreement.

### **Recitals**

When selling products on Fyndiq's Site, You will process Personal Data on behalf of Fyndiq as a Data Processor for which Fyndiq is a Data Controller as further detailed in appendix A. You agree to Process Personal Data on behalf of Fyndiq in accordance with the provisions of this Appendix.

You provide sufficient guarantees to implement appropriate technical and organisational measures to ensure compliance with Applicable Data Protection Laws when Processing Personal Data on behalf of Fyndiq.

If any provision of the Agreement conflicts with the terms of this Appendix, the terms of this Appendix shall take precedence where its terms provide greater protection for Personal Data.

### **1. Definitions**

In this Appendix the following terms have the following meanings:

"Applicable Laws" means laws and regulations under EU law and relevant Member State laws that from time to time apply to Fyndiq and You;

"Applicable Data Protection Laws" means all legislation and regulations, including regulations issued by relevant supervisory authorities, protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the Processing of Personal Data that from time to time apply to Fyndiq and You, including data protection laws and regulations implementing the Data Protection Directive 95/46/EC and as of 25 May 2018 the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the "GDPR"); and

"Data Controller", "Data Subject", "Data Processor" "Processing", "Personal Data", and "Personal Data Breach", shall have the same meaning as in the GDPR;

"Data Processing Agreement" means this Data Processing Agreement and all appendices attached hereto (as amended from time to time in accordance herewith); and

"Third Country" means a country which is not a member of the European Union (EU) or the European Economic Area (EEA).

### **2. General obligations**

2.1 To the extent You will Process Personal Data on behalf of Fyndiq, You agree to only Process Personal Data:

2.1.1 in accordance with the instructions of this Appendix, the Agreement and any further documented instructions that Fyndiq may from time to time give and not for Your own purposes; and

2.1.2 in accordance with Applicable Data Protection Laws.

2.2 Notwithstanding what is stated in Section 2.1.1 above You may Process Personal Data to the extent it is necessary in order to comply with legal requirements under Applicable Laws to which You are subject. You shall inform Fyndiq of that legal requirement before the Processing, unless Applicable Laws prohibit You from providing this information.

2.3 Notwithstanding any choice of law provisions agreed between the Parties in the Agreement, Applicable Data Protection Laws shall apply to the Processing of Personal Data covered by this Appendix.

2.4 You shall immediately notify Fyndiq if You cannot fulfil Your obligations under this Appendix or if You are of the view that an instruction regarding the Processing of Personal Data given by Fyndiq would be in breach of Applicable Data Protection Laws, unless You are prohibited from notifying Fyndiq under Applicable Laws.

2.5 You shall, upon Fyndiq's request, make available to Fyndiq all information necessary to demonstrate compliance with the obligations imposed on You by this Appendix and Applicable Data Protection Laws.

### **3. Security measures**

#### **3.1 Obligation to Implement Technical and Organisational Measures to Protect Personal Data**

- 3.1.1 You shall implement appropriate technical and organisational measures to protect and safeguard the Personal Data that is Processed against Personal Data Breaches. The measures shall at least reach a level of security equivalent of what is prescribed by Applicable Data Protection Laws, relevant supervisory authorities' applicable regulations and guidelines regarding security of Personal Data and what is otherwise appropriate to the risk of the Processing of Personal Data, including but not limited to:
  - 3.1.1.1 the pseudonymisation (where appropriate) and encryption of Personal Data;
  - 3.1.1.2 measures to prevent transfer of Personal Data to any unauthorised person/entity, including secure communication by way of encryption of Personal Data in transit;
  - 3.1.1.3 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - 3.1.1.4 the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
  - 3.1.1.5 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing; and
  - 3.1.1.6 ensuring that fixed and removable storage media which have been used for the processing of Personal Data under this Appendix is securely and irreversibly destroyed when no longer used.
- 3.1.2 You shall, upon Fyndiq's request, provide necessary information in order to allow Fyndiq to fulfil its obligations to, where applicable, carry out data protection impact assessments and prior consultations with the relevant supervisory authority under Applicable Data Protection Laws in relation to the Processing of Personal Data covered by this Appendix.

#### **3.2 Access Controls, Confidentiality and Logging**

- 3.2.1 You shall ensure that access to the Personal Data is limited to those employees of Yours who need access to the Personal Data in order for You to fulfil Your obligations under this Appendix and the Agreement. You shall ensure that the personnel of Yours only Process Personal Data in accordance with Section 2.1 above.
- 3.2.2 You shall ensure that all employees authorised to access and Process the Personal Data have committed themselves to confidentiality in relation to the Processing of Personal Data covered by this Appendix.
- 3.2.3 You shall ensure that access to Personal Data covered by this Appendix is logged and that a record of access to Personal Data is kept in order to allow for investigations of Personal Data Breaches.

#### **3.3 Personal Data Breach**

- 3.3.1 In the event of a Personal Data Breach You shall notify Fyndiq of the Personal Data Breach in writing without undue delay, and at the latest within 24 hours, after becoming aware of the Personal Data Breach.
- 3.3.2 You shall immediately after becoming aware of a Personal Data Breach:
  - 3.3.2.1 commence a forensic investigation of the Personal Data Breach in order to determine the scope, nature and the likely consequences of the Personal Data Breach;
  - 3.3.2.2 take appropriate remedial measures in order to mitigate the possible adverse effects of the Personal Data Breach; and
  - 3.3.2.3 consult with Fyndiq in order to determine as to whether Fyndiq would be obligated, where applicable, under Applicable Data Protection Laws to notify the relevant supervisory authority and or the Data Subjects concerned of the Personal Data Breach.
- 3.3.3 As soon as possible following the commencement of the forensic investigation, You shall provide the following information to Fyndiq as regards the Personal Data Breach:

- 3.3.3.1 a description of the nature of the Personal Data Breach including the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;
- 3.3.3.2 the likely consequences of the Personal Data Breach; and
- 3.3.3.3 a description of the measures taken or proposed to be taken by You to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and in so far as, it is not possible for You to provide the above information at the same time, the information may be provided in phases without undue further delay. Following the conclusion of the forensic investigation, Fyndiq shall have a right to receive a copy, upon request, of any forensic reports in relation to the Personal Data Breach.

- 3.3.4 Where Fyndiq is obligated under Applicable Data Protection Laws to notify the relevant supervisory authority and/or Data Subjects of the Personal Data Breach, You shall provide the necessary assistance in order to allow Fyndiq to fulfil these obligations.

#### **3.4 Right to Audit and Inspection**

- 3.4.1 You shall allow for and contribute to audits, including inspections, conducted by Fyndiq or a third party auditor mandated by Fyndiq in order to ensure compliance with the obligations laid down by this Appendix. Fyndiq shall give You reasonable notice prior to exercising its audit rights. Each Party shall bear its own costs in relation to such audit. However, where Fyndiq has mandated a third-party auditor to carry out the audit on its behalf, Fyndiq shall bear the costs for the third-party auditor, unless the Parties agree in writing upon otherwise.

#### **3.5 Documentation**

- 3.5.1 You shall document in writing the measures that You have taken in order to ensure compliance with this Section 3 of the Appendix, e.g. in a security policy or similar. Fyndiq has a right to, upon request, receive a copy of the documentation.

### **4. Use of sub-processors**

- 4.1 You may engage outside sub-contractors, consultants or other third parties ("Sub-Processors") to Process Personal Data on behalf of Fyndiq only if Fyndiq has given its prior written authorisation.
- 4.2 Where You, with Fyndiq's prior written authorisation, engages a Sub-Processor for the Processing of Personal Data on behalf of Fyndiq, Fyndiq hereby authorises You to enter into a data processing agreement directly with the Sub-Processor, provided that such data processing agreement includes the same obligations as those set out in this Appendix.
- 4.3 In case You engage a Sub-Processor, You shall without undue delay provide the following information to Fyndiq in writing:
  - 4.3.1 the identity of the Sub-Processor (including full legal name, company registration number and address);
  - 4.3.2 the type(s) of service(s) provided by the Sub-Processor;
  - 4.3.3 the location where the Sub-Processor will process Personal Data on behalf of Fyndiq.
- 4.4 You shall, in addition to the information outlined in Section 4.3 above, upon Fyndiq's request without undue delay provide a copy of the data processing agreement that You has entered into with the Sub-Processor in accordance with Section 4.2 above.
- 4.5 Where a Sub-Processor fails to fulfil its data protection obligations, You shall remain fully liable to Fyndiq for the performance of the Sub-Processor's obligations.

### **5. Confidentiality**

Without prejudice to any confidentiality undertaking included in the Agreement, You shall keep and maintain all Personal Data in strict secrecy and not disclose the Personal Data to a third party, unless otherwise authorized in advance in writing by Fyndiq or otherwise required by Applicable Laws or for the performance of this Appendix and the Agreement. You agree that the confidentiality undertaking under this Section 5 shall survive the termination of this Appendix and continue to apply until all Personal Data have been returned or (upon Fyndiq's written request) have been deleted or anonymised in a secure and irreversible way in accordance with Section 8 below.

## **6. Indemnity and Liability**

You shall indemnify and hold harmless Fyndiq from and against any loss and costs etc. arising from or relating to Your breach of Your obligations under this Appendix, Applicable Data Protection Laws or as a result of You having Processed the Personal Data outside the scope of or in breach of Fyndiq's lawful instructions pursuant to Section 2.1 above. You may not rely on a breach by a Sub-Processor in order to avoid Your own liabilities.

## **7. Data subjects' rights**

You shall assist Fyndiq by taking appropriate technical and organisational measures for the fulfilment of Fyndiq's obligation to respond to requests for exercising the Data Subject's rights as laid down by Applicable Data Protection Laws.

## **8. Return of personal data**

Upon termination of the Agreement, You shall immediately return (and/or upon Fyndiq's written request in a secure and irreversible way delete or anonymise) all Personal Data which belongs to Fyndiq that You and/or any Sub-Processors have in its possession or control, unless You are required under Applicable Laws to continue to store the Personal Data. You shall, upon Fyndiq's request, provide a written notice as regards the measures taken by You to comply with this obligation.

## **9. Transfer to and processing of personal data in a third country**

9.1 You agree not to transfer any Personal Data belonging to Fyndiq to a Third Country without Fyndiq's prior written authorisation.

9.2 Where Personal Data will, with Fyndiq's prior written authorisation, be transferred to and Processed in a Third Country, the Parties shall prior to such transfer of the Personal Data:

9.2.1 verify whether the Third Country according to an adequacy decision issued by the EU Commission provides an adequate level of protection for Personal Data in which case the Personal Data may be transferred to the Third Country; and if not

9.2.2 ensure that there are appropriate safeguards in place in accordance with Applicable Data Protection Laws, e.g. standard data protection clauses adopted by the EU Commission under Applicable Data Protection Laws, covering the transfer and Processing of Personal Data; or (in the absence of such safeguards)

9.2.3 verify whether it is possible to rely on any specific derogation provided for under Applicable Data Protection Laws for the transfer of Personal Data in which case the Personal Data may be transferred to the Third Country only to the extent (i) that such derogation allows for the transfer and Processing of the Personal Data, and (ii) that Fyndiq agrees that such specific derogation may be relied on.

9.3 For the avoidance of doubt, Personal Data may not be transferred to or Processed in a Third Country if none of the conditions outlined in Section 9.2 above exists.

## **10. Term and termination**

10.1 This Appendix shall be effective as of the date of the Agreement and until further notice. Fyndiq has the right to terminate this Appendix with one (1) month's prior written notice.

10.2 The obligations of this Appendix shall survive the termination of the Agreement and shall continue with full force and effect until You (including any Sub-Processor(s) engaged by You) ceases to Process Personal Data on behalf of Fyndiq.

## **11. Non-assignment**

Neither the rights nor the obligations of either Party under this Appendix may be assigned in whole or in part without the prior written consent of the other Party.

## **12. Amendments**

Additions and amendments to this Appendix shall be in writing to be valid.

## **13. Applicable law**

This Appendix shall be governed by Swedish law.

## Appendix A

### Description of the scope, processing and use of Personal Data covered by the Data Processing Agreement

This appendix is an integral part of Fyndiq's General Terms and Conditions for Merchants, Appendix 3 – Data Processing Agreement.

Categories of Data Subjects	Categories of Personal Data	Purpose of the Processing	Processing Operations	Retention of Personal Data
Fyndiq's customers	<p>Contact details (e.g. name, address)</p> <p>Purchase details (e.g. product Information)</p> <p>Information about customer service issues (e.g. information about complaints, regrets or missing products)</p>	For the performance of the Services under the Agreement	<p>Fyndiq collects information about Fyndiq's customers when the customer makes a purchase on Fyndiq's Site.</p> <p>Fyndiq will share purchase details and contact details with You in order for You to deliver purchased products to Fyndiq's customers.</p> <p>If Fyndiq gets a customer service issue linked to the purchase, Fyndiq may also share information about the customer service issue with You in order to handle this.</p>	Fyndiq's Integrity Policy applies in relation to the retention of Personal Data processed for this purpose.
Fyndiq's employees	<p>Contact details (e.g. name, email address and phone number)</p> <p>Other information that may be provided under the Agreement</p>	For the performance of the Services under the Agreement	Fyndiq shares information about our employees with You in order to provide You with support and to communicate with You within the framework of the Agreement.	<p>Fyndiq's Integrity Policy applies in relation to the retention of Personal Data processed for this purpose.</p> <p>If the processing is not governed by Fyndiq's Integrity Policy, the Personal Data processed for this purpose will be retained until the relevant matter has been terminated.</p>

## Appendix 4 – Handling of certain common customer service matters

### 1. *The most common issue types*

Some customer service issues are very common (see the list below) and we have therefore chosen that You can handle these issues by Yourself. But keep in mind that the general terms and conditions of the Agreement also applies to these cases.

- *Regret*
- *Complaint – wrong product*
- *Missing product*
- *Unfetched parcel*

There are many other types of issues. These are handled by Fyndiq's customer service and a good and constructive cooperation is important - in accordance with laws, regulations, the Terms and conditions and courts' practices.

In the event that You exceed the applicable thresholds in the MPR (Merchant Performance Report), Fyndiq has the right to refund customers the value of the product(s) they have purchased to the extent that they are affected by the issues that caused the thresholds in the MPR to be exceeded to an appreciable extent. Please refer to the relevant Fyndiq's guidelines for information about the applicable thresholds, as provided for under "Information about thresholds", which You can find here <https://support.fyndiq.se/hc/en-se>. In addition to the foregoing, Fyndiq may also undertake other measures, for example bulk solve customer service issues for the benefit of the customer, including blocking Your account and pausing planned payments for up to 2 weeks in the event that you violate the Agreement and/or if You exceed the applicable thresholds in the MPR.

### 2. *Right of withdrawal*

The right of withdrawal is a legal right for consumers. In the event the consumer exercises the right of withdrawal, Fyndiq may refund the entire price of the product and charge You for it. This also applies if the original packaging of the product is missing or destroyed.

In the event the value of the product declines because the consumer has used it to an extent greater than necessary in order to check its characteristics or functions, Fyndiq shall consult with You regarding a suitable price deduction, to the extent permitted according to applicable consumer protection laws.

### 3. *Returning a product – defective product*

If the consumer complains (Swe: reklamerar) of a product, he/she shall always receive a refund.

If You want to perform an assessment of the complaint, You are responsible for issuing return labels or return envelopes.

You are responsible for costs associated with returning a product, e.g. return shipping, and are also responsible for the product during transport to You. More information about how this works is available in Fyndiq's guidelines under "Complaint", which You can find here <https://support.fyndiq.se/hc/en-se>.

### 4. *Delay – late delivery or non-delivery*

You understand and accept that consumer law rules allow a customer to seek various remedies in the event of late delivery or non-delivery, e.g. damages and indemnification for costs charged by banks or creditors.

### 5. *Uncollected products*

In the event the consumer fails to collect the product and it is returned to You, Fyndiq will charge the consumer for the actual shipping cost, provided that You notify Fyndiq.

However, in the event the customer informs You that they did not receive notification and the product is returned, You will not receive any compensation.

Unless Fyndiq gives notice otherwise, You are not entitled to sell the relevant product until 10 days after You received the returned product.

**FYNDIQ'S SPECIAL TERMS AND CONDITIONS**  
**FOR MERCHANTS SUPPLYING GOODS FROM NON-EU MEMBER STATES**

**1. Scope of Application**

These special terms and conditions shall apply in addition to Fyndiq's General Terms and Conditions for Merchants and supplement accordingly Fyndiq's General Terms and Conditions for Merchants.

In case of discrepancy between these special terms and conditions and Fyndiq's General Terms and Conditions for Merchants, these special terms and conditions shall take precedence.

**2. Import Duties, VAT etc.**

The Parties accept and acknowledge that for goods imported into Sweden from outside the EU VAT or customs territory, Fyndiq shall not act as the importer of record and as such not be responsible to submit import declarations, pay custom duties to the Swedish Customs Authority or report import VAT according to the reverse charge scheme in its Swedish VAT returns.

The Merchant shall act as the importer of record and as such be responsible to submit import declarations, pay custom duties and VAT to the Swedish Customs Authority or, if applicable, report the import VAT in its Swedish VAT return under the reverse charge scheme.

For the avoidance of doubt, the Merchant shall be responsible and liable for the payment of VAT and custom duties applicable from time to time which are levied by a competent authority. Fyndiq shall not be responsible for any consequences for the Merchant of the VAT and customs setup employed by the Parties from time to time.

**3. Indemnity**

The Merchant shall indemnify and hold harmless Fyndiq of any tax, duty or similar imposed on Fyndiq by a competent authority caused by or related to the importation of goods into Sweden and indemnify Fyndiq for any cost incurred by administrative obligations such as custom clearance work.

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