

Terms of Service

Welcome to Panprices. Panprices is brought to you by Panprices AB (referred to in these Terms as "we", "us", "our", and "Panprices"). We are a company incorporated in Sweden, with company number 559178-3450 and with a registered office at Holländargatan 31, 113 59 Stockholm.

These Terms & Conditions together with our [Privacy Policy](#) and [Cookie Policy](#) (collectively, the "Terms") govern your access to and use of Panprices' websites, mobile applications, and other platforms Panprices owns or controls and makes available to you (the "Services"), and any other linked pages or blogs, features, or applications offered from time to time by Panprices in connection therewith (collectively referred to as "Content"). Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

Basic terms

You are solely responsible for your use of the Services and for any consequences thereof. You may use the Services only if you are at least 13 years of age (or if you are under 18 years old, but over 13 years old, with the consent and involvement of a parent or guardian) and are able to abide by and comply with these Terms, and are not a person barred from receiving the Services under the laws of Sweden or any other applicable jurisdiction. You may use the Services only in compliance with these Terms and all applicable local, county, national, and international laws, rules and regulations.

If you open an account on behalf of a company, organisation, or other entity, then: "you" includes you and that entity; and you represent and warrant that you are authorised on behalf of that entity to bind the entity to these Terms; and you agree to these Terms on the entity's behalf.

The Services that Panprices provides are always evolving and the form and nature of the Services that Panprices provides may change from time to time without prior notice to you. In addition, Panprices may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. Panprices retains the right to create limits on use and storage at its sole discretion at any time without prior notice or any liability to you.

The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information. The types and extent of advertising by Panprices on the Services are subject to change.

Buying (a) product(s) through Panprices

Panprices is an online aggregator which helps you discover the best offers for the product(s) you are looking for. Panprices also offers to act as your commercial agent to purchase product(s) on your behalf for a fixed price, so you don't have to deal with the hassle.

a) Buying on a third-party merchant website

Clicking on (a) product(s) may take you directly to a third-party merchant (the "third-party merchant(s)") website in order for you to complete the purchase. There is no indication or implication that a formal or legal agreement stands between Panprices and the third-party merchant. You are being taken there because these merchants are not part of the Panprices Checkout service (see below for more details). The third-party merchant may ask you to provide further personal details, which are likely to include your billing and delivery address, and payment details. The personal details you enter on these merchants' websites will be collected, stored, and processed in accordance with the terms and conditions and privacy policy of these websites. You should read and accept the terms and conditions and privacy and cookie policies of the merchants' website before purchasing your product(s) from them. Panprices is not responsible for the terms and conditions, privacy policies of and/or practices on other sites. The merchants are solely responsible for any and all issues related to the product(s) and services offered on their websites, including but not limited to issues arising from the processing of your transactions on the merchants' websites. Panprices is only responsible for personal information collected on the Services. Please see our [Privacy Policy](#) and [Cookie Policy](#) for further information.

Product information has been gathered by consulting different sources. The aim is that the information on Panprices is as accurate as possible. Despite this, we cannot fully guarantee the accuracy of this information. You are therefore advised to conduct your own due diligence prior to purchasing from third-party merchants in order to ensure the accuracy of product and pricing information. Panprices cannot be held responsible for any actions taken based on this information and cannot make any guarantees that the information is correct. Third-party merchants listed on Panprices are independent third parties and Panprices is not acting as their principal, agent, or broker. Panprices cannot be held liable for loss or damage of any sort incurred as the result of any interaction with third-party merchants. You are responsible for transmitting all payments in accordance with the terms agreed with any third-party provider or distributor. Panprices cannot be held responsible for the transmission of funds to any third-party on the third-party merchant website.

b) Buying on Panprices with Panprices Checkout

We operate a Panprices Checkout service (the "Checkout"), allowing you to order (a) product(s) on Panprices website directly without having to go to the sellers' (the "seller(s)") website. You agree to Panprices being your commercial agent that buys (a) product(s) at the listed fixed price on your behalf. You do not immediately enter into an agreement with any specific seller at the time of ordering at Panprices, but only after Panprices has concluded the purchase with a seller. When buying the product(s), Panprices shall follow the conditions and clauses stipulated by this agreement. You will not be obligated to pay any additional funds to the sellers apart from the agreed-upon fixed price that you are paying to Panprices. Once you have checked out, Panprices will attempt to purchase the product(s). Regardless of any fluctuation of the seller's price, the agreed-upon fixed price between Panprices and you may not be affected. However, in case the seller's price fluctuates to the extent that Panprices is not able to complete the purchase below the agreed-upon fixed price and within the bounds of this agreement, no obligation of Panprices to purchase the product(s) will arise. In such an event, Panprices will inform you and transfer the money back to your account within 5 business days.

In order to process these purchases, we will need to share your personal data and shipping details with the respective sellers from whom we purchase the product(s) on your behalf via our secure systems. The sellers are solely responsible for their use of your personal data and shipping details once we share the data with them. The personal data, shipping details, and payment details you provide to us will be collected, stored, and processed in accordance with our [Privacy Policy](#) and [Cookie Policy](#). The sellers

from whom we purchase on your behalf are responsible for the data processed via them in accordance with their respective privacy and cookies policies. When using Klarna or Stripe Checkout on our Panprices Checkout service, you will need to provide your payment information and billing details to Klarna or Stripe and they will process the payment.

Your credit card details will not be passed on to Panprices nor to the sellers from whom you purchase the product(s) but your billing information will be shared so that the transaction can be completed. In order to place an order via our Checkout using Klarna or Stripe Checkout, you will need to accept Klarna or Stripe's terms and conditions. Please make sure that you carefully review Klarna or Stripe's full terms and conditions before completing a transaction on the Klarna or Stripe Checkout. More information about Klarna can be viewed below in the Payments section and Klarna's full terms and conditions are available [here](#). Stripe's full terms and conditions are available [here](#).

Please note that Panprices has no responsibility for the fulfilment of your order, regardless of how you purchase your product(s) through Panprices. You should contact the seller from whom you have bought the product(s) in respect of any queries you have on the delivery, refund, exchange, or return of the product(s) you purchase. Panprices' experts are ready to help you communicate and negotiate with the seller in case of a conflict between you and the seller.

i. Cancellation

You are allowed to cancel your order within 24 hours of placement at Panprices. After 24 hours, you no longer have the right to cancel any order placed directly through Panprices Checkout. Due to Panprices not being the seller of the product, we have no influence on the seller's cancellation policies and cannot guarantee cancellation after 24 hours. Panprices is not responsible for any cost associated with missing the deadline of cancellation. In certain cases, cancellation might still be possible after 24 hours depending on the seller's policies. If you would like to cancel your order after 24 hours you can reach out to us via support@panprices.com as soon as possible and we can assess whether a cancellation is still possible. Panprices has the right to refuse any cancellation request after 24 hours and has no obligation to cancel your order after that. In case a delayed cancellation is still possible, additional costs may arise which need to be covered by you. Panprices does not cover any associated costs cancellation.

i. Return

If you are no longer able to cancel your order or would like to return a product, you may be able to return your product after your order has been shipped to you. Please check the terms and conditions of the seller to find out if your order qualifies for a return. Please note that in case of a return, the fixed price does not include the shipping costs to return the product to the seller. Any costs associated with the return of a product need to be covered by you. In case you have purchased your product with the Panprices Guarantee, additional terms and conditions may apply. Please read the [Panprices Guarantee](#) for more detailed information and to find out if your order qualifies for a return.

Payments

Payments can be made with any payment option accepted by the seller if you are purchasing directly through a seller's website. You will be asked to enter your shipping, billing, and payment details in order to purchase the product(s) from the seller.

Payments made on Panprices via our Checkout service will be processed either by:

- i. Klarna, or
- ii. Stripe

(a) Purchases made with Panprices Checkout

When you pay for the product(s) via our Panprices Checkout service, Panprices will pass all relevant customer personal information (to include shipping information but not your payment details), to the relevant seller(s). Payment details you provide to us will be collected, stored, and processed in accordance with our [Privacy Policy](#) and [Cookie Policy](#). We use an encrypted secure system whereby your payment details are collected and stored by our third-party payment processing partner's, being Klarna or Stripe. Neither we nor the sellers see or hold your payment details at any time, as your payment details are submitted directly to Klarna or Stripe via a hosted field encrypted system. Klarna or Stripe then assigns each customer an internal ID code and this is used for processing payments and refunds, so your payment details are never shared.

Your card will be charged once you have ordered (a) product(s) via the Panprices Checkout service. If for any reason your order cannot be fulfilled, the pre-authorisation on your card will be released and no funds will be taken.

Your credit/debit card receipt will show the name "Panprices", regardless of how many products you have purchased. Your email confirmation/receipt will show the individual purchase to which the payment relates. For the avoidance of doubt, you will be directly contracting with the seller for the sale and supply of the product(s).

For transactions made via the Panprices Checkout, we use third-party payment process providers, namely Klarna or Stripe. When you place an order via the Panprices Checkout, either Klarna or Stripe will process the payment and they will use your credit card to process the transaction. For any transactions processed by Klarna or Stripe, the details of your card, as well as your billing information, will be provided to them.

All billing and customer information transmitted by Panprices will be fully encrypted and only used to process card transactions which you have initiated.

Payments made with Panprices Checkout services are bound by the provisions set forth in these Terms. By accepting these terms you agree that Panprices is the lawful owner of the payment claim for the whole amount paid and has the right to transfer this payment claim to any legal or personal entity.

When placing an order on Panprices via Klarna Checkout you will need to accept Klarna's terms and conditions. Please make sure that you carefully review Klarna's full terms and conditions before completing a transaction on our Checkout service. Klarna's full terms and conditions are available [here](#).

When placing an order on Panprices via Stripe you will need to accept Stripe's terms and conditions. Please make sure that you carefully review Stripe's full terms and conditions before completing a transaction on our Checkout service. Stripe's full terms and conditions are available [here](#).

b) Storage of your information

If you are a Panprices member, your shipping and billing details will be stored in accordance with our [Privacy Policy](#) and [Cookie Policy](#) and the Services will remember your shipping and billing details the next time you go to purchase (a) product(s) via Panprices Checkout service. If you are not a Panprices member, you may be required to enter your shipping, payment, and billing details each time you purchase (a) product(s).

For transactions made via our Panprices Checkout, we use a third-party payment process provider and neither Panprices nor sellers ever see or hold your payment details. All billing and customer information transmitted by Panprices will be fully encrypted and only used to process card transactions which you have initiated.

Payment card information will be provided directly to the payment provider at checkout and will be subject to the relevant terms and conditions. The payment provider may require you, or give you the option, to store your billing and payment information at the checkout stage. Any storage of payment details by the payment provider will be governed by the payment provider's terms and conditions.

c) General information about online payments

When paying for (a) product(s), you will need to follow instructions on the relevant checkout page. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment, we will not be liable for any delay or non-delivery.

We take reasonable care to make our site secure. Payment information and customer information are not stored together. All billing and customer information transmitted by Panprices will be fully encrypted and only used to process card transactions which you have initiated. Please note, however, that we are not responsible, and have no liability, for transactions made on third-party merchant or seller websites.

Furthermore, we take reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part, we are not liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering through the Services.

Accessing the services

Access to the Services is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without prior notice. We will not be liable if for any reason the Services are unavailable at any time or for any period. We reserve the right to modify, restrict access, or terminate access to the Services at any time.

From time to time, we may restrict access to some or all parts of our Services.

You are responsible for making all arrangements necessary for you to have access to Services. You are also responsible for ensuring that all persons who access Services through your internet connection are aware of these Terms and that they comply with them.

Your rights

Panprices gives you a personal, worldwide, royalty-free, revocable, non-sublicensable, non-assignable and non-exclusive licence to use the Services (which will include future updates made available to you from time to time provided that you understand that such updates may be subject to additional terms notified to you at the time that such update is made available), subject to these Terms. This licence is for the sole purpose of enabling you to use the benefit of the Services as provided by Panprices, in the manner permitted by these Terms.

The rights in the Service are licensed, not sold to you. Except to the extent permitted by applicable law, you may not copy, reproduce, republish, disassemble, decompile, reverse engineer, adapt, alter, edit, re-position, rebrand, change, distribute, lend, hire, sub-license, rent, or make a derivative work from the software in the Services.

Panprices rights

All rights (including copyright, trademarks and other intellectual property rights), title, and interest in and to the Services and the Content including but not limited to all information, data, text, maps, graphics, the "look and feel", logos, icons, trademarks, images, video clips, sound clips, editorial content, notices, data compilations, page layout, selection, or arrangement of the contents of the Services, and the underlying code and software in the Services are and will remain the exclusive property of Panprices and its licensors. The Services are protected by copyright, trademark, and other laws and treaties around the world. All such rights in the Services, Content (excluding Content provided by users of the Services) and related material are reserved.

The Panprices logo is owned by us and cannot be used without our prior written consent. Nothing in the Terms gives you a right to use the Panprices name or any of the Panprices trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding Panprices or the Services is entirely voluntary and Panprices will be free to use such feedback, comments or suggestions as it sees fit and without any obligation to you.

You may print off one copy and may download extracts, of any page(s) from our Services for your personal reference and you may draw the attention of others within your organisation to material posted on our Services. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video, or audio sequences or any graphics separately from any accompanying text.

You must not copy any part of the Content, with a view to creating or compiling any form of collection, compilation, directory or database unless we provide you with our prior express written consent to do so.

If you copy or download any part of the Services or Content in breach of these Terms, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Restrictions on content and use of the services

You shall not use the Services:

- a) in any way that violates any local, national, or other laws or regulations or any order of a court in any relevant jurisdiction;
- b) for any purpose that is not permitted by these Terms;
- c) in any way that infringes the rights of any person or entity, including their copyright, trademark, or other intellectual property rights, or other privacy or contractual rights;
- d) to distribute advertisements of any kind or post or otherwise communicate any false or misleading material or message of any kind;
- e) in any way that intentionally or unintentionally harasses, annoys, threatens, or intimidates any other user;
- f) in any way that promotes or incites, whether intentionally or unintentionally, racism, bigotry, hatred, or physical harm of any kind;
- g) in any way that is abusive, defamatory, inaccurate, obscene, offensive, objectionable, or sexually explicit;
- h) to promote illegal or unlawful activities or in any way which may lead to the encouragement, procurement or carrying out of any unlawful or criminal activity or which may cause any harm, distress or inconvenience to any person;
- i) to access, tamper with, cause damage to, or use non-public areas of the Services, Panprices' computer systems, servers, or equipment or the technical delivery systems of Panprices' providers;
- j) to access or attempt to access any data of other users of the Services or to penetrate any of the security measures relating to the Services, or to probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- k) in any way that intentionally or unintentionally deceives, defrauds, or swindles any other user;
- l) to introduce any malware, virus, or other harmful software programs that intentionally or unintentionally damages or interferes with the operation of the Services, including but not limited to cancelbots, denial of service attacks, time-bombs, worms, Trojan horses, viruses, or any other maleficent software or hardware;
- m) interfere with, or disrupt, (or attempt to do so), the access of any user, host, or network including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services.
- n) for commercial purposes other than as expressly permitted in these Terms;

- o) to bypass measures used to prevent or restrict access to the Services;
- p) to solicit or provide unlawful services;
- q) to harvest or otherwise collect information about others without their consent;
- r) to gain unauthorised access to the Services, the server on which the Services is stored or any server, computer, or database connected to the Services;
- s) to forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive, or false source-identifying information;
- t) to scrape, crawl or spider or otherwise use the Services or any Content for phishing, spamming, trolling, or any unauthorised (commercial) purpose; or
- u) to promote or support or solicit involvement in any political platform or cause, religion (recognised as organised or unorganised), cult, or sect of any kind.

Panprices reserves the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services and to terminate users. Panprices also reserves the right to access, read, preserve, or disclose any information as it reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request; (ii) enforce the Terms, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security, or technical issues, (iv) respond to user support requests, or; (v) protect the rights, property or safety of Panprices, its users, and the public.

While we will do what we can to protect the security of your account, we cannot guarantee that unauthorised third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account.

The services are available "As-is"

Your access to and use of the Services or any Content is at your own risk. You understand and agree that the Services are provided to you on an "As Is" and "As Available" basis.

Panprices makes no warranty and disclaims all responsibility and liability for the completeness, accuracy, availability, functionality, compatibility, freedom from defects, timeliness, security, performance, availability, or reliability of the Services or any content thereon. Panprices will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, or any Content. You also agree that Panprices has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services. Panprices makes no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Panprices or through the Services, will create any warranty not expressly made herein.

We do not provide any warranty or representation that the Services are free from infection by viruses or anything else that has contaminating or destructive properties. You use the Services at your own discretion and risk and you will be solely responsible for any damage to your computer, mobile device, or

network that results from your use of the Services. We will not be liable to you for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Services or to your downloading of any Content posted on it, or on any website or application linked to it.

We are not liable to you for any inability to access the Services at any time, for any reason (including but not limited to any planned or unplanned downtime, or any outages on networks (including mobile networks) or when you are not in an area supported by mobile coverage).

Limitation of liability

This section of the terms is important and you should read it carefully.

To the maximum extent permitted by applicable law, Panprices and its subsidiaries, affiliates, officers, employees, agents, partners, and licensors will not be liable for any:

- a) loss of profits, sales, or contracts;
- b) loss of income or revenue;
- c) loss of business opportunity or goodwill or reputation;
- d) loss or corruption of data or information;
- e) loss of anticipated savings;
- f) wasted management or office time; or
- g) any indirect, incidental, special, consequential, or punitive damages,

Arising from or in any way connected to:

- a) your access to or use of the services;
- b) your delay in using, or inability to access or use the services;
- c) the fulfilment of your orders once you have placed an order with a seller, including but not limited to the delivery, exchange, return, or refund of the product(s) you have purchased from sellers;
- d) any conduct or content of any third party on the services, including without limitation, any defamatory, offensive, or illegal conduct of other users or third parties;
- e) use of any content, information, product(s), or services obtained through the services; or
- f) unauthorised access, use, or alteration of your transmissions

Whether based on warranty, contract or tort (including negligence) or otherwise, even if we have been advised of the possibility of loss or damages.

Notwithstanding the exclusions set out in these terms, if we are found to be liable to you, our total aggregate liability to you (whether in contract, tort, negligence, strict liability in statute or otherwise) for all and any damages, losses or causes of action arising, by reason or in connection with your use of the services, shall be limited to 1000 SEK.

Nothing in these terms shall affect your statutory rights as a consumer or limit or exclude our liability for personal injury or death caused by our negligence or fraudulent misrepresentation or any other liability which cannot be excluded or limited under law.

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control.

Your liability

This section of the terms is important and you should read it carefully.

You shall indemnify us and keep us fully indemnified on demand from and against all liabilities, costs, expenses, damages and losses, legal costs (calculated on a full indemnity basis), and all other reasonable professional costs (including costs of defence of claims, suits, or proceedings brought by third parties) and expenses suffered or incurred by us arising out of or in connection with your use of the services, the content, your breach of these terms, and/or as a result of your violation of these terms and/or as a result of your violation of any applicable laws or regulations.

Termination

We reserve the unconditional right to suspend, withdraw, terminate, amend, or restrict access to some parts of the Services, or to the Services entirely, to you at any time immediately without notice for any reason, including (without limitation) in circumstances where;

- a) we have reasonable grounds to suspect unauthorised or fraudulent use of the Services;
- b) we reasonably suspect that you have not complied with these Terms; or
- c) we reasonably suspect a breach of confidentiality or infringement of our intellectual property rights by you or a third party;

and to the maximum extent permitted by the law, we expressly exclude all relevant conditions, warranties of any kind (either express or implied) and other terms which might otherwise be implied by statute, common law or the law of equity in relation to any liability that you may claim we owe to you in respect of such suspension, withdrawal, or amendment.

On termination of these Terms (for whatever reason) all licences and rights granted to you in relation to the Services shall immediately come to an end.

Waiver and severability

The failure of Panprices to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

Entire agreement

These Terms are the entire and exclusive agreement between Panprices and you regarding the Services (excluding any services for which you have a separate agreement with Panprices that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between Panprices and you regarding the Services. No other person or company will be third-party beneficiaries to the Terms.

You acknowledge that you have not, in agreeing to these Terms, relied on any representation, warranty, or undertaking not expressly incorporated in them.

If any provision of these Terms is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

If a dispute arises between you and us, we strongly encourage you to first contact us directly to seek a resolution at the address given below or via email at support@panprices.com. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

Any failure by us to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy.

The Services licensed personally to you and you may not assign, license, sub-license, or transfer any right or obligation of these Terms to any third party.

We may transfer any of our rights or obligations under these Terms to any third party but if we do so we will ensure that any company to whom we transfer our rights or obligations will continue to honour your rights under them.

Nothing in these Terms shall be deemed to constitute a partnership between the parties nor constitute either party the agent or employee of the other for any purpose.

Panprices may revise these Terms from time to time. If the revision, in Panprices' sole discretion, is material Panprices will notify you via an email to the email associated with your account. By continuing to access or the Services after those revisions become effective, you agree to be bound by the revised Terms.

These Services are operated and provided by Panprices at Holländargatan 31, 113 59 Stockholm. If you have any questions about these Terms, please contact us on info@panprices.com.

This Agreement has been drawn up in the English language. In case of discrepancies between the English text version of this Agreement and any translation, the English version shall prevail.