

Terms and Conditions for the use of Swedbank Payment Portal PrestaShop Module

Valid as from April 21st 2017

1. Object

Bank provides possibility for Merchants who have entered into agreement on the use of Swedbank Payment Portal to use the Swedbank Payment Portal PrestaShop Module, hereinafter – Module. By using the Module, Merchant hereby agrees to the binding force of these Terms and Conditions for the use of Swedbank Payment Portal PrestaShop Module (hereinafter: Conditions).

Definitions used in the Swedbank Payment Portal Service Agreement concluded between the Bank and the Merchant apply to the Conditions.

2. Software license

Module software is licensed under Open Software License version 3.0 (available at <https://www.prestashop.com/en/osl-license>).

3. Use of Module

3.1. All obligations arising out of Swedbank Payment Portal Service Agreement concluded between the Bank and the Merchant and agreements on use of services integrated to the Swedbank Payment Portal apply also to the use of the Module (including, but not limited to obligations regarding data protection).

3.2. Module usage documentation is provided together with the module installation package.

4. Liability

By using the Module Merchant assumes all losses and any other possible consequences that may arise out of use of the Module. Bank is not liable neither to the Merchant nor any other person for any damages arising as a result of the use of the Module or for any functionality failure of the Module. The extent of the limitation of liability is as extensive as not permitted by the applicable law.

In addition Bank cannot be held liable for any action or inactivity from the owners or maintainers of the PrestaShop platform.

5. Accessibility of the Module

5.1. Bank reserves the right to change or amend the Module at any time, including the change of functionalities of the Module and replacing Module with a new version.

5.2. In order to ensure proper and safe usage of Swedbank Payment Portal, the Bank maintains the right to unilaterally and without prior notification to suspend the usage of the Module for Merchant.

5.3. Merchant undertakes to closely follow the issuance of updates and/or newer versions of the Module and undertakes without undue delay to update the Module in use by the Merchant.

6. Intellectual property

Merchant is not entitled to use Bank's name, logo or any other intellectual property, except in cases where Merchant is explicitly authorized by the Bank.

7. Miscellaneous

7.1. Bank is entitled to unilaterally amend the Conditions by giving notice to the Merchant 1 (one) month in advance by giving public notices of the amendments on the Bank's website.

7.2. If the Merchant has not terminated the use of the Module before the date of amendments of the Conditions entry into force, it shall be deemed that the Merchant has agreed to be bound by the amended Conditions.

7.3. Disputes arising out of Conditions or use of the Module are governed by the Laws of registration country of the Bank. In case solution to such disputes cannot be reached in negotiations, any dispute shall be submitted to the courts of the registration country of the Bank.

7.4. The Merchant shall take full responsibility for processing its clients' personal data and breaches of the data security. The Merchant acknowledges that Merchant's client's personal data are collected and then transmitted to the Bank by the Merchant, therefore the Bank is not responsible for any breach of the data security till the data reach the Bank.