

# Customer Terms and Conditions for API and Widgets

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## 1. Parties and the Agreement

PostNord Sverige AB, company registration number 556711-5695 ("PostNord") and the customer (the "Customer") both stated on the agreement entered into between the parties on the date hereof regarding the provisions of certain services by PostNord (the "Agreement"). These terms and conditions are to govern the payment plans to apply for the Customer.

The Customer Terms and Conditions applicable to the Agreement (jointly referred to as the "Customer Terms and Conditions") are published at [developer.postnord.com/](https://developer.postnord.com/).

## 2. Prices

If the Customer chooses to subscribe to a Premium Plan, the Customer shall pay fees to PostNord. Upon selection of a Premium Plan, the Customer will provide PostNord with the necessary billing information. PostNord will invoice the Customer at the end of each month, in arrears.

The Customer will be charged for the number of calls per day, linked to the Premium plan. If all calls become inactive, the Customer will be downgraded to the Free plan.

PostNord will invoice the Customer account based on the Premium plan and the frequency of calls. If the Customer's calls grows/ decreases to be larger/ smaller than anticipated, PostNord reserves the right to up-/ or downgrade the Customer's account to settle any balances owing. Any changes to the number of calls will be reflected in the Customer's monthly statement.

The Customer shall pay prices and fees in accordance with this Agreement. With respect to administrative service and additional charges as well as in the absence of a specific agreement governing prices and fees, PostNord's regular price list applicable from time to time shall apply on [developer.postnord.com](https://developer.postnord.com/).

All prices and fees are stated exclusive of VAT. All fees are stated in Euro. If the Customer selects another currency (ex. USD, SEK, NOK, DKK) will PostNord use the Sweden Central Bank current exchange rate.

The exchange rate valid on the invoice date.

## 3. Amendments and supplements

The Customer shall be responsible for staying informed with respect to the governing terms and conditions.

The Customer is aware and acknowledges that the Customer Terms and Conditions may be amended. Amendment may take place in any manner set forth below.

The Customer Terms and Conditions may be amended once per year through publication on 1 December at [developer.postnord.com/](https://developer.postnord.com/). Upon publication, the amendment will be described.

Normally, the amendment shall enter into force on 1 January of the following year, provided that no later date is stated. After the amendment has entered into force, the new version of the terms and conditions shall begin to apply. Where the Customer does not wish to accept the amendment, the Customer shall be entitled to immediately cancel the Agreement. In such case, the Customer must notify PostNord thereof not later than the weekday prior to the date of amendment.

Notwithstanding the provisions set forth in the previous paragraph, PostNord shall be entitled to amend the Customer Terms and Conditions in respect of a service in other circumstances and/or on more occasions than as provided above where PostNord deems that the amendment is necessary. In such case, amendment shall take place in the following manner.

PostNord shall send a notice to the Customer not less than 30 days before the amendment shall enter into force. Where the Customer does not wish to accept the amendment, the Customer shall be entitled to terminate the Agreement in respect of the service(s) which is/are affected by the amendment on the day the amendment is to enter into force.

In such case, the Customer must notify PostNord thereof not later than the weekday prior to the date of amendment.

However, PostNord shall be entitled to immediately amend or terminate agreement provisions where occasioned by law, regulations,

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or decisions by governmental authorities or municipalities, including price changes due to changes in taxes or other duties. Such amendment may occur at the time following from the ordinance or the decision and regardless of the reason for amendment. PostNord is obliged to promptly notify the Customer of the time of the amendment.

In addition, PostNord shall be entitled to charge a fee (valutariskillägg ("currency risk supplement")) due to exchange rate changes and public charges which are beyond PostNord's control, in addition to the agreed price. PostNord shall also be entitled to change this fee without prior notice to the customer.

#### 4. Payment terms and conditions

##### 4.1 Invoicing terms and conditions

Unless otherwise agreed, PostNord is entitled to:

- Invoice the Customer on an ongoing basis. The Customer is obliged to pay the invoice within 10 days of the invoice date.
- Apply invoicing charges in accordance with the invoice, and statutory penalty interest and reminder charges.

##### 4.2 Credit terms and conditions

If credit has been agreed, PostNord is entitled to:

- Receive sufficient security from the Customer for the credit granted, at any time during the credit period.
- Terminate the credit with immediate effect, with immediate re-payment of outstanding credit, if the Customer is late making any payment or is feared to be insolvent in accordance with point 5, or if security has not been provided or if in Post-Nord's opinion the security is no longer sufficient.

20 days after the reminder expires PostNord will downgrade the Customer to the Free plan.

##### 4.3 Cash payment

Cash payment is not available for the moment (e.g. by debit or credit card).

##### 4.4 Unused customer numbers

Account that the Customer has been assigned by PostNord will cease to apply if they remain unused for a consecutive period of 24 months. A new account can be obtained following an approved application.

##### 4.5 Transfer of claims

PostNord companies are permitted to transfer their claims and the right to invoice and receive payment in accordance with the agreement to another company.

##### 4.6 Errors in invoices

Errors in an invoice or other demand for payment issued by PostNord must be notified within a certain period in order to be asserted against PostNord – see point 9.

#### 5. Assignment

The Customer's rights and obligations in accordance with this Agreement may not be assigned to a third party without PostNord's written consent. A new agreement must be executed in the event of any change in the corporate form of the Customer.

PostNord shall be entitled, without the Customer's consent, to assign its rights and obligations, in one or more stages, either in whole or in part, to any company within the PostNord.

In addition, PostNord shall be entitled to engage sub-contractors for the performance of its obligations.

#### 6 Term and termination

This Agreement is valid until further notice. The Agreement may be terminated by either party by giving written notice of termination. The termination period as from the notice is three (3) calendar months.

#### 7. Premature termination

A party shall be entitled to terminate this Agreement prematurely in the event that:

- The other party commits a material breach in the performance of its obligations and has not rectified such breach within a reasonable time following demand thereof.
- The other party is placed into liquidation, petitions for or has been placed into insolvent liquidation, commences proceedings for a company reorganization, enters into composition negotiations, suspends its payments, or may be deemed to be insolvent.
- The other party is in default of payment for a period of more than ten days following the due date for payment and does not rectify the breach within a reasonable time of a demand for rectification of the breach.

The Customer shall not be entitled to a refund of payments made due to the early termination of this Agreement by PostNord in accordance with this section. In the event the Agreement is terminated other than as a result of early termination, fees paid for a service shall be refunded insofar as such fees relate to the service for the period after the termination of this Agreement.

#### 8. Confidentiality

PostNord and the Customer may not inform third parties regarding this Agreement unless otherwise agreed in writing.

The aforementioned shall only apply where not otherwise prescribed by law. However, both

parties shall be entitled to provide such information regarding this Agreement as required enabling a supplier or service provider to perform its services. Such information shall not include price information.

The supplier or service provider which receives information regarding this Agreement must also be obliged to comply with the confidentiality provisions above. PostNord may inform other companies within the PostNord in respect of this Agreement.

Where either of the parties is required to notify a public authority of this Agreement, such shall occur with a request that this Agreement be classified as confidential while lodged with the public authority. This shall be notified to the other party in writing.

The Customer shall ensure that documentation and instructions provided pursuant to agreements with PostNord are stored in a secure manner and do not come into the possession of third parties, and that such documentation and instructions are returned to PostNord upon the termination of this Agreement.

The provisions regarding confidentiality in this section shall apply during the term of this Agreement and for a period of five years thereafter.

## 9. Invoices

Notice of complaint in respect of errors in an invoice or other demand for payment issued by PostNord must be given not later than the due date for payment.

## 10. Disputes

The agreement shall be governed by Swedish substantive law.

Insofar as any disputes regarding the interpretation and application of the Agreement and the legal relations relating thereto cannot be resolved through negotiations between the parties, such disputes shall, unless such is opposed by any of the parties at the time the dispute arises, preferably be referred for mediation in accordance with the rules of the Mediation Institute of the Stockholm Chamber of Commerce.

In the event a party opposes mediation or where such mediation is discontinued, the dispute shall be adjudicated as follows:

- by a court of general jurisdiction provided the amount of the claim does not exceed 15 times the statutory base amount in accordance with the National Insurance Act; or

- by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce where the value of the claim equals or exceeds 15 times the statutory base amount. The arbitration proceedings shall take place in Stockholm.

## 11. Support service

PostNord's web site [developer.postnord.com/](https://developer.postnord.com/) answers all questions concerning PostNord's API's and widgets, see [developer.postnord.com](https://developer.postnord.com) for contact information.

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