

ZIMPLER TERMS AND CONDITIONS VERSION 5 (UPDATED 2024-09-09)

1. THE PAYMENT SERVICE PROVIDER

- 1.1 Zimpler AB ("Zimpler") has company registration number 556887-9984 and its registered and visiting office at Wallingatan 2, 111 60 Stockholm.
- 1.2 Zimpler is a licensed payment service provider with authorization from the Swedish Financial Supervisory Authority (Sw. *Finansinspektionen*) to provide (i) payment initiation services, (ii) account information services, (iii) execution of payment transactions and (iv) execution of payment transactions when the funds are covered by a credit facility.
- 1.3 The Swedish Financial Supervisory Authority's visiting address is Brunnsgatan 3, 111 38 Stockholm, Sweden and you can find additional contact details on their [website](#).
- 1.4 If you are a consumer, you can find more information about your rights in [this leaflet](#) produced by the European Commission.

2. THE PAYMENT SERVICE

- 2.1 Zimpler's payment services allows you to:
 - (a) give Zimpler, as the account information service provider, consent to provide consolidated information on one or more payment accounts held by you with either another payment service provider or with more than one payment service provider ("AIS");
 - (b) give Zimpler, as the payment initiation service provider, payment orders to initiate payment transactions from your payment account with another payment service provider to the Merchant ("PIS"); and
 - (c) receive payment transactions from the Merchant to a payment account held by you with another payment service provider ("Payout").

PIS, AIS and Payout are jointly referred to as the "Service" herein.
- 2.2 The Service is made available to you through a supplier providing you with a product or a service (the "Merchant"). The Service is not offered by or affiliated with your bank.
- 2.3 For AIS and PIS, you are the payment service user in respect of Zimpler as your payment service provider for account information services and payment initiation services. For the Payout you are the payee.
- 2.4 For AIS and PIS, you authenticate yourself towards your bank with your personalized security credentials.
- 2.5 For AIS, Zimpler will share your payment account information with the Merchant.
- 2.6 By using the Service, you agree to these Terms and Conditions (the "Terms and Conditions") provided to you in English. These Terms and Conditions apply each time you use the Service. These Terms and Conditions do not constitute a framework agreement between you and Zimpler.
- 2.7 You have the right to receive these Terms and Conditions on paper or another durable medium. To request this, please contact Zimpler using the contact information provided in Clause 14.2.
- 2.8 All the materials, results, rights, titles, and interests (including intellectual property rights) subsisting in or used in connection with the Service shall be and remain the sole property of Zimpler.

3. AGENTS AND THIRD-PARTY PROVIDERS

- 3.1 When providing the Service, Zimpler may utilize services provided by third parties and/or legal entities that are agents in accordance with the Swedish Payment Service Act (SFS 2010:751), acting on behalf of Zimpler.

4. TRANSACTION FLOW AND DATA

- 4.1 Zimpler shall provide the Service in accordance with The Swedish Payment Service Act.



- 4.2 You use the Service by choosing Zimpler as your payment method in the Merchant’s online checkout, through a unique link sent to you by the Merchant, or similar and filling out the required details into the interface presented to you when using the Service, such as your personal identification number.
- 4.3 For PIS, the funds flow from your payment account with another payment service provider either to Zimpler which collects the funds on behalf of the Merchant or directly to the Merchant. The PIS is completed when Zimpler has initiated the payment transaction based on your authenticated payment initiation order to Zimpler.
- 4.4 You acknowledge that once the payment initiation order has been authenticated by you, using your personalized security credentials, the payment initiation order cannot be revoked.
- 4.5 All data and communication transferred through the Service is encrypted. Your personalized security credentials are only forwarded to the corresponding input-field of your selected bank and never stored by Zimpler.
- 5. CURRENCY CONVERSION**
- 5.1 If a payment transaction is initiated from, or if a payment transaction is received on, a payment account holding another currency than the currency the Merchant trades in, Zimpler will, in the case of a PIS, convert the payment to the currency of the Merchant or, in the case of a Payout, from the currency of the Merchant to the currency held on your payment account. The currency conversion service is provided to you by Zimpler.
- 5.2 If the payment transaction is subject to currency conversion, the exchange rate and foreign exchange fee applied by Zimpler is presented to you in the Advance Information Regarding Currency Conversion enclosed at the last page of these Terms and Conditions.
- 5.3 You are responsible for paying the foreign exchange fee, which will be applied at the time of the PIS or Payout, as applicable.
- 6. PERSONAL DATA**
- 6.1 Personal data about you is processed by Zimpler in accordance with [Zimpler’s Privacy Policy](#).
- 7. ELIGIBILITY TO USE THE SERVICE**
- 7.1 To use the Service, you must be of such age as required by the Merchant and have the capacity to enter into legally binding agreements and the right to dispose of the assets available on your payment account.
- 7.2 You are responsible for ensuring that you have the necessary equipment to use the Service.
- 7.3 You may not use the Service if the usage results in a breach of third-party agreements.
- 8. TRANSACTION TIME**
- 8.1 PIS and Payout are carried out via general clearing systems, meaning that it might take up to three (3) banking days before the payment transaction is received on the receiving payment account.
- 9. KNOW YOUR CUSTOMER**
- 9.1 All payment transactions made through the Service are subject to monitoring for the purposes of Zimpler complying with applicable laws and regulations regarding anti-money laundering and counter-terrorism financing. The policies and practices applied may vary from time to time and depending on conditions pertaining to you such as transaction patterns and geographical position. To comply with applicable laws and regulations, records may be kept, and additional information may be requested from you to establish matters such as identity, purpose of the payment transaction and origin of funds. By using the Service, you commit to provide Zimpler with all such information as may be deemed necessary.
- 10. WARRANTIES AND RESPONSIBILITIES**
- 10.1 You hereby warrant that:
- (a) you shall not use the Service for any fraudulent, illegal, or unauthorized purpose;

- (b) the personalized security credentials you use are your own, and you are duly authorized to use them to access the Service;
- (c) you shall provide Zimpler with true and complete information and will not misrepresent, withhold, or alter any data;
- (d) you are the holder of the payment account relevant to the Service and have the right to use the Service, including, where applicable, with the consent of any co-holder of the relevant payment account;
- (e) you shall protect your technical equipment and the confidentiality of your personalized security credentials to ensure that they are not used by any unauthorized party;
- (f) you shall use the Service personally and not permit any third party to use it;
- (g) after authenticating a payment order by using your personalized security credentials, you shall not attempt to revoke the payment order through your bank.
- (h) you will not use the Service for any purpose that contravenes third-party agreements, these Terms and Conditions or applicable law.

10.2 You are personally responsible for all breaches of these Terms and Conditions and applicable law.

10.3 If you become aware of or suspect any unauthorized use of the Service, including unauthorized use of your personalized security credentials, you must immediately notify us using the contact information provided in Clause 14.2. You must also report the unauthorized use to the bank where you hold the relevant payment account. The bank, not Zimpler, will decide whether you are entitled to compensation for any loss according to your agreement with your bank. It is crucial that you report any unauthorized use to your bank as soon as possible, as failure to do so may affect your ability to claim compensation from your bank.

11. **SUSPENSION AND LIABILITY**

11.1 Zimpler unilaterally reserves the right to suspend your ability to use the Service, including to reject a transaction.

11.2 You agree and accept that Zimpler may seek damages for any harm caused to Zimpler as a result of your breach or failure to comply with these Terms and Conditions or applicable law.

12. **LIMITATION OF LIABILITY**

12.1 Unless set out in mandatory law, Zimpler shall in no case be liable to you for any direct or indirect loss or damages incurred due to your use of the Service (or the unavailability of the Service), including any harm, damage or loss arising from any unauthorized access to your personalized security credentials.

12.2 Zimpler shall in no case be liable for any economic loss, delay, or failure in performance of the Service to the extent such loss, delay or failure is caused by fire, flood, explosion, war, strike, embargo, governmental requirements, civil and military authority, data trespass, denial-of-service attack, unlawful action by you or any other cause beyond Zimpler's reasonable control.

12.3 The purchase of goods and/or services from the Merchant is subject to the Merchant's terms and conditions and Zimpler is not liable for the acts or omissions of the Merchant, or any other third party.

13. **POTENTIAL FEES APPLIED BY THE BANK OR THE MERCHANT**

13.1 When your bank executes a payment transaction initiated by way of PIS, a fee chargeable to your payment account may apply according to the terms and conditions between you and your bank. By using the Service, you acknowledge that you are solely responsible for all fees applied by your bank.

13.2 Zimpler does not charge you any fee for the provision of the Service unless the PIS or Payout requires currency conversion, cf. Clause 5. The Merchant may however charge you a fee for the Service which is regulated in the terms and conditions of the Merchant.

14. **COMPLAINTS AND CONTACT INFORMATION**

14.1 If you notice an error or malfunction in the Service or have a question or complaint concerning the Service, please contact Zimpler using the contact information provided in Clause 14.2. Zimpler shall answer your complaint by e-mail within fifteen (15) banking days in English or, by your choice, Swedish.



14.2 You can contact Zimpler via e-mail at support@zimpler.com or through the contact form on Zimpler's website.

15. **SEVERANCE**

15.1 If any provision of these Terms and Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions which shall remain in full force and effect. If any provision of these Terms and Conditions is so found to be invalid or unenforceable but would cease to be invalid or unenforceable if some parts of the provision were deleted or amended, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

16. **GOVERNING LAW AND DISPUTE RESOLUTION**

16.1 These Terms and Conditions shall be governed by the laws of Sweden subject to any mandatory provisions under the laws of your country of residence.

16.2 Disputes shall primarily be resolved by negotiations between you and Zimpler following a claim in accordance with Clause 14.

16.3 If you and Zimpler are not able to reach an amicable agreement regarding the claim, the dispute shall be resolved in accordance with the rules of civil procedure.

16.4 If you are a consumer, you may refer your claim in accordance with Clause 14 to the National Board for Consumer Disputes (Sw. *Allmänna Reklamationsnämnden*), Box 174, 101 23 Stockholm. Please find more information on www.arn.se.

16.5 You may also refer your claim to the EU's online platform for dispute resolution www.ec.europa.eu/odr/, and the matter may be sent to the competent body for a decision.