

---

# Brite's General Terms and Conditions

Version 3.0

## 1 General

These Terms and Conditions are a contract between Brite AB, corp. ID no. 559116- 1632, ('**Brite**', '**we**', '**our**' or '**us**') and you ('**you**') as a user of Brite's Account Information Service and/or Payment Initiation Service.

The Terms and Conditions apply to private individuals and are approved in conjunction with you using our Service and thereby entering a contract with us.

On each occasion that you use the Service where you are asked to approve the current version of these Terms and Conditions, you enter a contract with Brite in order to be able to access our Service.

To use the Service, you must be of at least eighteen (18) years of age, or of such age as required by the Merchant, with capacity to enter into legally binding contracts and have the right to dispose of the assets available on your online bank. You hereby guarantee that these requirements are met. Moreover, you guarantee that you shall not use the Service for any purpose that is in violation of its agreements with third parties or applicable law. You are personally responsible for any and all such violations and acknowledge, by using the Service, that the use of the same does not result in any such violation.

You are entitled to have these Terms and Conditions sent to you as a document or in some other readable and permanent form. You can download the latest version of these Terms and Conditions at any time from our website and also in direct connection with using our Service.

## 2 Definitions

**Account Information Service** Our service to provide at your request aggregate information about one or more payment accounts that you have with one or more External Institutions.

**Contract** The contract concluded between you and Brite through you approving these Terms and Conditions.

**External Institution** Another payment service provider where you have one or more payment accounts, such as your bank.

**Merchant** The third party with whom you have expressly consented to share your information via one of our Services.

**Payment Initiation Service** Our service to initiate at your request a payment order from a payment account with another payment service provider.

---

**Service** The Account Information Service and Payment Initiation Service jointly or the Account Information Service separately.

**Terms and Conditions** These General Terms and Conditions (this document).

### 3 Information about Brite

Brite is a Swedish limited liability company with a licence from Finansinspektionen to provide payment services under the Payment Services Act (2010:751).

Brite is subject to the supervision of Finansinspektionen. Go to Finansinspektionen's website, [www.fi.se](http://www.fi.se) if you would like more detailed information about Brite's licences.

#### Brite AB

Corp. ID no.: 559116-1632

Postal and visiting address: Linnégatan 5, SE-114 47  
Stockholm, Sweden

Email address: [support@britepayments.com](mailto:support@britepayments.com)

Website: [www.britepayments.com](http://www.britepayments.com)

### 4 Communication and information

The languages used in the documentation and in contacts between Brite and you are Swedish or English.

Notifications from Brite will be sent to you by email. General information about our Service and these Terms and Conditions is provided on an ongoing basis via our website [www.britepayments.com](http://www.britepayments.com).

Notifications about any security risks or unauthorised use are sent by Brite in accordance with this item or in some other appropriate way.

In the event of suspected unauthorised use or security risks associated with the Service, Brite may contact you in a way other than as stated above if this is considered appropriate in the individual case, e.g. telephone call or SMS. Brite may then ask for information about you having made a certain transaction. Brite will never ask for information about personal codes, log-in details, or similar.

For questions relating to the Service or the Terms and Conditions, you can contact us by email at [support@britepayments.com](mailto:support@britepayments.com) or by post: Brite AB, Linnégatan 5, 114 47 Stockholm.

### 5 Your responsibilities when using the Service

You are responsible for:

- using the Service in accordance with these Terms and Conditions and applicable law,
- taking all reasonable measures to protect and manage login details in such a way that no unauthorised person has access to them, such as by keeping your user name and password secret and, when using a security solution via a mobile unit, ensuring that the mobile device's applicable safety appliances, e.g. telephone lock code, are being used, and

- 
- immediately notifying Brite if you suspect unauthorised use of the Services by contacting us on [support@britepayments.com](mailto:support@britepayments.com).

In the event of misuse of the Service and/or a breach of these Terms and Conditions, you, as the user, are liable to compensate Brite for the loss that has arisen.

## 6 Technical requirements for use of the Service

A precondition for using our Service is that you can identify yourself with an External Institution. You can identify yourself by using your BankID or in some other way decided by the External Institution.

It is your responsibility, as the user, to acquire, possess and maintain all of the necessary equipment required to be able to use the Services, e.g. smartphone, tablet or other mobile device, bank security device, computer, software, email address, Internet subscription, mobile subscription, SMS function and also any other equipment.

## 7 Information about Brite's services

### The Account Information Service

#### 7.1 *Information about the Account Information Service*

The Account Information Service allows you to quickly and securely identify yourself and share financial information that may be required by banks, credit institutions and other similar actors that execute transactions or offer loans and credit.

The Account Information Service means that Brite obtains information with your express consent about the bank account to the extent necessary to perform the Account Information Service and also, if applicable, to perform the Payment Initiation Service. The information is collected and made available to the Merchant.

#### 7.2 *Information that you need to provide*

To use the Account Information Service, you must personally review and implement all of the necessary steps required in the process, e.g. such as logging onto your Internet bank using your personal identity (ID) number and BankID or other e-identification and choosing the account from which the information should be obtained.

#### 7.3 *Maximum implementation time*

The time required for obtaining account information varies based on the time for identification in relation to an External Institution and the amount of information that is to be obtained. The time it takes never exceeds ten minutes

### The Payment Initiation Service

#### 7.4 *About the Payment Initiation Service*

The Payment Initiation Service means that you can execute payments from your External Institution to a Merchant, e.g. when you are paying for a product or service. The Payment Initiation Service comprises a user interface between you, your External Institution, Brite and the Merchant that is designed to enable rapid and secure payments to be made in a user-friendly interface.

The Payment Initiation Service is offered and provided by Brite via the Merchant with which you want to make a payment, and not by your External Institution.

---

## 7.5 *Approval to initiate a payment order or execute a payment order*

You use the Payment Initiation Service by providing information about the account from which the payment will be made, by following Brite's instructions in the user interface including authenticating yourself through BankID or other e-identification. When these steps have been completed, you expressly approve the initiation of a payment using BankID or other e-identification, in which connection your request for initiation of a payment is then sent by Brite to your External Institution.

Brite forwards the information to execute the payment order via a user interface to a corresponding interface with your External Institution over a secure connection. All communication transferred when using the Payment Initiation Service is encrypted and your log-in information is not retained by Brite but only forwarded to a corresponding interface at your chosen External Institution.

**By using Brite's Payment initiation Service, you approve that your account information is accessible by Brite during 90 days without your prior authentication. This means that if you use the Payment Initiation Service within 90 days from your first use, you will land on the account selector step without prior authentication. All payment initiations are however expressly approved by using BankID or other e-identification. In case you disagree with Brite having this access, you may clear your browsing history, or disable cookies in your browser settings, in the device used by you.**

### *When a payment order is deemed to have been received*

If you have approved the payment order during a banking day, this means that the payment order will be received by Brite and approved by you on that day. If you approved the payment order on a day that is not a banking day, it is deemed to have been received by Brite and approved by you on the following banking day. 'Banking day' means the day when the payor's or payee's bank is open so that it can execute a payment transaction.

## 7.6 *Recall of a payment order*

A payment order that has been initiated by you cannot be recalled after it has been received by us.

## 7.7 *Maximum execution time for a transaction*

The period required for the execution of the payment depends on the current External Institution's execution time. The time for the execution of the payment (i.e. from when the end user initiates the transaction until the money has left the sender's account) is normally never more than five minutes.

## 7.8 *Responsibility for the execution of a payment order*

You are responsible for the information that you fill in for the execution of the payment order being correct and for having sufficient funds in the relevant account.

If you have approved a payment order in accordance with the Terms and Conditions, Brite is responsible for the transaction being executed correctly.

If a payment order is not executed or has been executed in an inadequate way, and these inadequacies were caused by Brite, Brite is responsible in relation to you as a user. Brite shall, upon your request, try to trace the payment order as soon as possible and notify you of the result. However, Brite is not responsible as provided in this paragraph if any of the circumstances specified in item 13 are met.

---

Brite is responsible in relation to you for any charges and for any interest that you have to pay as a consequence of a payment order not being executed or having been executed in an inadequate way if these inadequacies were caused by Brite.

#### *7.9 Payment orders executed incorrectly*

If you discover that a payment has been executed in an incorrect way, you are responsible for reporting this as soon as possible to the External Institution for the account from which the payment was made in accordance with the External Institution's instructions. If you do not do this, you may be liable to pay for the entire amount. The same applies if the External Institution for the account from which the payment was made has provided you with information about the transaction, or made this information available in some other way, and you have not reported the fault within thirteen (13) months from when the amount was charged to the account.

#### *7.10 Unauthorised transactions*

If you suspect that a payment has been made without your approval, you are responsible for reporting this as soon as possible from when you became aware of this to the External Institution for the account from which the payment was made in accordance with the External Institution's instructions.

If it was possible to execute unauthorised transactions because of you not having protected your log-in details for your account and/or your technical equipment, you are responsible for the amount, though for no more than SEK 400. If it was possible to execute unauthorised transactions because of you having neglected an obligation in accordance with item 5 through gross negligence, you are responsible for the entire amount, though for no more than SEK 12,000. However, you are responsible for the entire amount if you have acted in a particularly reprehensible way.

Regardless of the above provisions, you are not responsible for any amount charged to the account after you have reported that the payment instrument should be blocked. Nor are you responsible for any amount that has been charged to the account if strong customer authentication (i.e. a level of security that is stronger than just a username and password) was used when the unauthorised transaction was initiated. However, the provisions of this paragraph do not apply if you caused or contributed to the unauthorised transactions through deceitful conduct.

You are responsible for the entire amount if you have not notified the External Institution about the unauthorised transactions as soon as possible from becoming aware of them, or within thirteen (13) months from the amounts being charged to the account.

## **8 Blocking of the Service**

Brite is entitled to block your access to the Service if you breach the Terms and Conditions or use the Service in a way that may cause Brite, or a third party, loss.

## **9 Charges**

The Service is free of charge for you as a user. However, you are responsible for any costs when using the Service within and outside Sweden that you may incur from parties other than Brite, such as bank charges and data traffic costs.

---

## **10 Availability of the Service**

Brite does not guarantee the availability of the Service. Brite cannot be held responsible for losses if the Service is down, if the Service is not functioning as intended or expected or if information in the Account Information Service is not correct.

## **11 Updating or and changes to the Service**

Brite is entitled to implement updates and new versions of the Service to the extent that Brite considers appropriate. Brite is also entitled to implement changes to the Service or the way in which the Service is provided without prior information.

## **12 Processing of personal data**

Brite processes your personal data in accordance with applicable data protection legislation. More information about our processing of your personal data is available at [https://assets.britepayments.com/terms/se/sv/Privacy\\_Policy.pdf](https://assets.britepayments.com/terms/se/sv/Privacy_Policy.pdf).

## **13 Limitation of liability**

Brite is not liable for any damage which is due to Swedish or foreign legislation, the actions of Swedish or foreign public authorities, acts of war, strikes, blockades, boycotts, lockouts, or other similar circumstances. The reservation as regards strike, blockade, boycott and lockout also applies if Brite is itself the subject of or implements such industrial action.

Brite is not liable for loss that has also arisen in cases other than those specified in the first paragraph in the event that Brite's actions are to be regarded as having been taken with due caution. Brite is not responsible for indirect loss unless the loss was caused by Brite's gross negligence.

In addition to the provisions of the first and second paragraph, Brite is not liable in cases of unusual or unpredictable circumstances over which Brite has no control and whose consequences were impossible for Brite to avert despite all efforts made. Nor does liability for implementation of the Service arise when Brite, or when the party engaged by Brite, has acted in accordance with Swedish or EU legislation.

Should Brite be prevented from executing payment or undertaking other action as a result of a circumstance stated in the first paragraph, the action may be postponed until such time that the impediment has been removed. In the event of a delay in payment, Brite shall pay interest according to the interest rate applicable on the due date for payment, provided interest has been promised. If interest has not been promised, Brite is not liable to pay interest at an interest rate that is higher than the applicable reference interest rate fixed from time to time by the Swedish Central Bank (Sw: *Riksbanken*) in accordance with Section 9 of the Interest Act (1975:635).

Should Brite, as a consequence of a circumstance described in the first paragraph, be prevented from receiving payment, Brite is, for the duration of the impediment, only entitled to interest as stipulated by the conditions that applied on the due date.

Purchases of goods, services, digital content or the like in conjunction with use of the Payment Initiation Service will be regulated by the Merchants' terms and conditions. It is therefore important that you also read the Merchant's terms and conditions. Brite is not liable for what you purchased or for the Merchant's actions or omissions.

---

## 14 Customer Due Diligence

Brite has a right and may have an obligation to process data about you and your payment transactions within the framework of applicable money laundering legislation. Brite is entitled to block payment transactions or take other measures relating to the transaction or you if Brite cannot fulfil its obligations within the framework of applicable money laundering legislation and customer due diligence requirements.

## 15 Assignment

You may not assign or transfer any rights or obligations you have according to the Terms and Conditions.

Brite is entitled to assign all or parts of its rights and obligations according to the Terms and Conditions, though provided such assignment or transfer is not to your disadvantage and does not change the rights and obligations you have according to the Terms and Conditions.

## 16 Term of contract

This Contract applies from the day on which you approved the Terms and Conditions and until further notice for as long as you are using the Service. Each time you use the Service, you will need to approve the current version of the Terms and Conditions and thereby enter into a new contract with us.

## 17 Complaints

If you are dissatisfied with Brite's handling of the Service, you can present your complaint and any claim for compensation to Brite via email at [support@britepayments.com](mailto:support@britepayments.com) as soon as you become aware of the event to which the complaint relates.

You may also refer to the National Board for Consumer Disputes on [www.arn.se](http://www.arn.se) or the National Board for Consumer Disputes (ARN), Box 174, 101 23 Stockholm. Applications to the Board must be given in writing. There are certain value and time limits that apply for the Board to be able to consider the matter.

You may also refer to the EU's online platform for dispute resolution: [www.ec.europa.eu/odr/](http://www.ec.europa.eu/odr/). Although you are using the online platform for reporting your dispute or your complaint with Brite, the matter will be sent to the National Board for Consumer Disputes for a decision. Further information about online dispute resolution is available at [www.konsumenteuropa.se](http://www.konsumenteuropa.se).

## 18 Applicable law

Disputes as a result of the Terms and Conditions shall be determined by a general court in Sweden applying Swedish law.

\*\*\*\*\*