

# Cappy AB

## Terms and conditions of use

### GENERAL

These terms and conditions of use (the "Terms") shall be applicable for the service Cappy (the "Service") provided by the Swedish company Cappy AB, reg. no 559267-1357 (the "Supplier"). Employers that are connected to the Service constitute "Employers" and employees to Employers who at any time use the Service constitute "Users" in accordance with these Terms. When a User registers a user account within the Service, the User undertakes to use the Service in accordance with these Terms.

The Supplier and the User are below referred to separately as a "Party" and collectively as the "Parties".

The Supplier is under the supervision of Sweden's financial supervisory authority, (Sw. Finansinspektionen), with supervision ID 62339. The Service provided by the Supplier is a payment service subject to authorisation in accordance with the Swedish Payment Services Act (2010:751).

### 1 USE OF THE SERVICE

- 1.1 The Service is a software service that enables the User to gain access to information on hours worked and access to part of their earned salary and other compensation before regular payday. A condition for the User to be able to use the Service is that the User is employed by an Employer connected to the Service. It is the Employer who decides which of its employees who shall have the right to use the Service, and the Supplier takes no responsibility for any restrictions in the possibility of registering as a User as a result of the Employer's decision. The User must be sixteen (16) years old at the time of registration of a user account. As long as the User has a registered user account, the User receives a non-exclusive, non-transferable and non-sub-licensable right to use the Service. The User can deregister from the Service at any time, whereupon the Terms cease to apply.
- 1.2 The User is aware that the Employer is responsible for payment of the salary and other compensation made with the support of the Service and accepts that the Service does not in any way mean that the Supplier takes over the User's Employer's responsibility as employer, nor the Employer's obligation to pay salary or other compensation to the User in consideration for work performed.
- 1.3 The User is responsible for the information provided when using the Service. The User is responsible for ensuring that the information is correct and that the User has the right to provide the information. The Supplier is not responsible for the completeness or accuracy of the information provided by the User in the Service. Users may not use the Service in such a way that the Supplier or another party suffer damage.
- 1.4 The User is responsible to provide all telephone, data, hardware, software and other equipment necessary for the User to access the Service and is responsible for all costs associated therewith, including costs for mobile telephony and data. The User confirms that they are aware that the functionality of the Service may be affected by changes in the operating system of the User's device. It is the User's responsibility to continuously install updates to the Service to ensure that it works in the best possible way.
- 1.5 The User undertakes not to use or allow the use of the Service in such a way that leads to threats or harassment of other people or that is otherwise prohibited by law.
- 1.6 The Supplier has the right to suspend the User at any time from the Service if the Service is used in violation with these Terms or if it otherwise is necessary.

### 2 SUPPLIER'S UNDERTAKINGS

- 2.1 The Supplier shall provide the Service in a professional manner.
- 2.2 The Supplier may engage sub-contractors for the fulfilment of the Service. The Supplier is responsible for the sub-contractor's work as if the work was performed by the Supplier itself.

### 3 WITHDRAWAL OF EARNED SALARY

The User can withdraw earned salary and other compensations through the Service. At any given time, the User can only withdraw salary or other compensation corresponding to the amount that has been earned with the Employer at the time of the withdrawal. The Supplier has the right to, in accordance with the Employer's instructions, impose additional restrictions regarding the amounts that the User can withdraw in relation to their earned salary.

### 4 PAYMENT OF EARNED SALARY

- 4.1 When creating a user account in the Service, the User undertakes to register its telephone number that is connected to Swish, through which the Supplier can make payments to the User. Payment of earned salary and other compensations is made by the Supplier, on behalf of the User's Employer, to the User through Swish. In order for the Service to work, it is therefore necessary that the User register a telephone number that is connected to Swish. The User is responsible for ensuring that the telephone number that the User registers, and that the bank account to which the User's Swish is connected, is correct and that it belongs to the User. If the Supplier makes a payment to anyone other than the User because the User has registered an incorrect telephone number, or because the bank account connected to Swish belongs to someone other than the User, the User shall hold the Supplier harmless.
- 4.2 The User is aware that the User's regular salary is paid by the Employer on regular payday through a bank account administered by the Supplier. The User accepts that the Supplier's administration of the regular salary payment on behalf of the Employer is done with a deduction for the withdrawal of earned salary that the User has made before regular payday.

### 5 SUPPORT

If the User needs support regarding the Service, the User may primarily turn to the Supplier's self-help-portal that is available in Swedish or English through the Service. If the User does not find an answer to their question there, the User can turn to the Employer for support.

### 6 CHANGES TO THE SERVICE

- 6.1 The Supplier may, without prior notice to the User, make changes to the Service or how the Service is provided.
- 6.2 The Supplier has the right to introduce updates or new versions of the Service within the scope of its maintenance, and to the extent the Supplier finds this suitable for the Service. The Supplier may, even if it would cause inconvenience for the User, impose updates in the Service to protect the Service and for other security reasons.

### 7 PERSONAL DATA

- 7.1 The Supplier is a data processor in relation to the User's Employer for the personal data that the Supplier processes in order to enable registration in the Service, to administer the withdrawal of earned salary before regular payday, and to administer regular salary payments that are made through the Service.
- 7.2 In regards to the rest of the processing of the User's personal data that takes place in the Service, the Supplier is the data controller.
- 7.3 The User receives information about how the Supplier processes personal data through the Supplier's privacy policy applicable from time to time provided in connection with the registration of the user account. The Supplier's privacy policy applicable from time to time is also available through the Service and on the Supplier's website.

### 8 COMPENSATION AND PAYMENT

The Supplier is entitled to compensation in the form of an administrative fee per withdrawal of earned salary through the Service. The fee is stated in the Service and is stated including VAT. The User is aware of and accepts that the fee is settled on the pay day in connection with the regular salary payments.

### 9 INTELLECTUAL PROPERTY RIGHTS

The Supplier and/or the Supplier's licensors holds all rights, including intellectual property rights, to the Service and the software contained therein.

### 10 THE TERMINATION OF THE SUPPLY AGREEMENT

The User's access to the Service is dependent on the supply agreement between the Supplier and the User's Employer (the "Supply Agreement"). If the Supply Agreement is terminated, or if the User's Employer does not fulfill its obligations under the Supply Agreement, the User is no longer entitled to access or use the Service.

### 11 CONFIDENTIALITY

The Supplier undertakes to keep the User's personal data and other information that the Supplier processes about the User confidential, and not to disclose such personal data and other information to third parties other than the User's Employer, unless otherwise is provided by law, regulations or decisions by public authorities. The Supplier is not obliged to keep the User's information confidential if it is necessary for the Supplier in order to be able to defend itself against complaints, blame or legal claims aimed against the Supplier or to fulfill obligations under law.

### 12 FAULTS IN THE SERVICE

The Supplier makes no guarantees regarding the availability of the Service. The Supplier has the right to remedy any errors in the Service within the scope of its maintenance, or alternatively by providing a new version of the Service.

### 13 LIMITATION OF LIABILITY

- 13.1 The Supplier is not liable for damage that may affect the User or third parties which is caused by i) the User's use of the Service in violation of these Terms, ii) viruses, other detrimental software or errors in the technology, or iii) loss of data or data confidentiality in connection with the transmission of information through mobile or local network during use of the Service.
- 13.2 The User understands that a prerequisite for the Service is that the Supplier can rely on the information in the User's Employer's payroll management system and other systems being correct. The Supplier is not liable for any damage due to the Supplier having received incorrect information from the User's Employer's system.
- 13.3 The User further understands that it is the User's Employer who is responsible for making the User's salary available for payment by the Supplier, on the Employer's assignment, through the Service to the User. The Supplier is not liable for errors or damage due to the User's Employer not fulfilling its obligations in this regard.

### 14 RIGHT OF WITHDRAWAL

The User has the right to withdraw from the agreement to use the Service based on these Terms (right of withdrawal), by notifying the Supplier of the withdrawal within 14 days from the registration of the user account (withdrawal period). The User does however not have a right to withdraw from single withdrawals of earned salary made before the regular payday. If the User uses its right of withdrawal, the User will thus have to pay compensation to the Supplier for withdrawals of earned salary made during the withdrawal period.

### 15 AMENDMENTS TO THE TERMS

These Terms may be amended by the Supplier. Such amendment shall be notified to the User no later than sixty (60) days prior to the amendment taking effect. If the User does not accept the amendment of the Terms, the User has the opportunity to terminate its user account. If the User continues to use the Service after the amendment in the Terms has entered into force, the User shall be bound by the amendment.

# Cappy AB

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### 16 MISCELLANEOUS

The User may not transfer or assign their rights or obligations under these Terms, or their user account, without the Supplier's written consent.

### 17 DISPUTES

17.1 These Terms shall be governed by Swedish material law.

17.2 The User always has the right to turn to Sweden's National Board for Consumer Disputes (the "**NBCD**") to have a possible dispute tried. However, the decision of the NBCD is not binding and only constitutes a recommendation. More information about the NBCD and contact information can be found at [www.arn.se](http://www.arn.se). The user can also turn to the EU's online platform for help in resolving any disputes. The EU's online platform is accessible through the following link: <http://ec.europa.eu/odr>.

17.3 Disputes arising as a result of the Terms shall be decided by Swedish general courts with Gothenburg district court as the first instance.

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