



## **Kustom AB**

Reg. no. 559463-5038

Address: Brahegatan 10, 114 37 Stockholm, Sweden

Domicile: Stockholm, Sweden

Email: [info@kustom.co](mailto:info@kustom.co)

VAT: SE559463503801

## **Kustom Checkout Terms of Use**

Effective: 27 January 2025

Kustom Checkout is provided by Kustom AB, Brahegatan 10, 114 37, Stockholm, Sweden, registered with the Swedish Companies Registration Office under corporate registration number 559463-5038. If you have any questions, please contact Us at [info@kustom.co](mailto:info@kustom.co).

Kustom Checkout is an independent functionality facilitating interactions between you, the merchant, payment methods and shipping methods and delivery options to enable your shopping experience. When you use the Kustom Checkout you accept that these terms (“**Terms**”, or “**Agreement**”) apply and constitute a legally binding agreement/contract between Kustom AB (“**Kustom**”, “**We**”, “**Us**” and “**Our**”) and you as a user of the Kustom Checkout (“**You**”) regarding the service described below (“**Kustom Checkout**”). Please read these Terms carefully before using the Kustom Checkout and print a copy for your records and future reference. Do not use the Kustom Checkout if you do not want to be bound by these Terms.

### **Scope of the Kustom Checkout Terms of Use**

Please note that these Terms govern only the use of the Kustom Checkout provided by Kustom. The terms of Your purchase from a merchant’s webshop into which the Kustom Checkout has been implemented (“**Webshop**”) by the provider of the Webshop (i.e., a third-party merchant, (“**Merchant**”)) are governed by your separate agreement with the Merchant. Additionally, your use of payment methods via payment service providers selected by you during the checkout to pay for your order is governed by a separate agreement with the payment service provider.

By using the Kustom Checkout or by clicking the Continue button, You agree that these Terms of Use in effect at the time of use will apply. You can always find our most current and applicable Terms of Use at [www.kustom.co](http://www.kustom.co).

### **1. Description of Kustom Checkout**

The Kustom Checkout provides You with an effortless way to complete Your order with the Merchant. The Kustom Checkout includes automatically filling Your information, redirecting You to a payment service provider to complete Your order using a variety of payment methods, and making shipping methods and delivery options available to You.

We can provide the Kustom Checkout and/or conclude a contract only if You provide Us with Your name, email address, billing address, shipping address, telephone number and in some cases also, date of birth, title/gender and national ID (in case applicable in Your jurisdiction).

Additionally, in order to provide the Kustom Checkout the following transfers of Your personal data take place:

**Payment service providers:** We transfer Your personal data to third-party payment service providers, which will handle Your payment process.

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**Merchants:** We transfer your personal data to Merchants whose Webshop you placed an order on and who have implemented the Kustom Checkout to process your order.

The Kustom Checkout includes the following benefits:

- 1.1. Autofill during checkout
- 1.2. Validation of Your data
- 1.3. Display of payment methods including express checkout options

**1.1. Autofill during checkout**

If Kustom can identify You, the Kustom Checkout may autofill some information in the purchase flow, such as your name, address, telephone number, email address and date of birth (hereafter collectively referred to as "**Autofill**"). Autofill relies on either or both of the following methods:

**(a) Autofill through input of limited information**

While interacting with the Kustom Checkout, you may be asked to provide Personal Data. The Personal Data you provide is then retained by the Kustom Checkout. If Kustom recognizes you when you interact with the Kustom Checkout at a later point in time based on certain Personal Data you enter to the Kustom Checkout (such as your email address and zip code), Kustom Checkout autofills other Personal Data previously provided. This happens both, when you interact with the Kustom Checkout in the same Webshop in which you first entered the data for the Kustom Checkout or in the Kustom Checkout integrated in the Webshop of another Merchant.

**(b) Autofill through Kustom Checkout cookies**

We might place Kustom Checkout-cookies on your device (computer, tablet, mobile phone, etc.). You may choose to store your Personal Data such as your name, address, telephone number, email, address date of birth, personal identification number (where applicable), and preferred payment provider with the Kustom Checkout. If so, the Kustom Checkout-cookies fetch that information from the Kustom Checkout's storage and help Autofill it when shopping with the Kustom Checkout in the future.

For more information on Our use of cookies please see Our Privacy Notice.

**(c) Disable autofill**

If You do not want to use the Autofill functionalities, You can disable them by accessing Your Autofill settings. You can access these settings by clicking [Manage Autofill Settings] during the purchase process. You can at any given time delete all cookies on Your device, which deletes Our cookies as well.

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When You are shopping on a Kustom Checkout connected Merchant's Webshop, Kustom Checkout may also use information the Merchant shared with Us to enhance the interaction with the Kustom Checkout and improve Your shopping experience. In either case personal data is retained by the Kustom Checkout to facilitate future interactions.

**1.2. Validation of Your data**

Kustom Checkout uses third party address registries to validate the street name, building/street number, postal code and city provided by You.

**1.3. Display of payment methods including express checkout options**

We may arrange the order of Your payment methods based on whether You have chosen a payment method as Your preference, previously used a specific payment method or if We are required by law to show payment methods in a certain order.

However, in order to provide a smooth and friction free shopping experience We will also check Your eligibility for each of Our available payment methods before presenting them to You, in order to clearly show which ones You can use for a specific purchase. Sometimes different payment methods might be unavailable due to the purchase amount being too low, or the Webshop not enabling it at all, or not enabling it for a particular type of goods. Your chosen payment method may be subject to additional fees where determined by the Merchant and/or the payment provider.

**2. Are there any costs for the Kustom Checkout?**

Kustom grants You a non-exclusive, non-transferable, non-sublicensable right to use the Kustom Checkout. The Kustom Checkout described in these Terms is free of charge, unless specifically indicated otherwise.

**3. Changes of the Kustom Checkout and Terms**

We are entitled to change these Terms from time to time, for the following reasons:

- to optimize the existing features of the Kustom Checkout, or add new features to the Kustom Checkout;
- to make these Terms clearer or more easy to understand;
- to fulfill legal, regulatory or security requirements that apply to Us; or
- to make technical adjustments to ensure future functionality of the Kustom Checkout, or
- to bring the Kustom Checkout in line with Our business strategy, which may include discontinuing existing features.

Your use of the Kustom Checkout after the effective date of the revised Terms constitutes Your acceptance of those Terms. If You do not agree to the changes, You have the right to

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stop using the Kustom Checkout, or contact Us at any time to terminate this Agreement. More information on how to terminate this Agreement can be found under section "Duration and termination of this Agreement" below.

**4. Privacy and Your personal data**

How Kustom processes Your personal information when We provide Our services is described in Our Privacy Notice. There You can also find more information about Your rights regarding Your personal information, as well as how You can contact Us if You have any questions.

**5. Your obligations**

When using the Kustom Checkout, You should always provide correct information and use Your real identity. Using information that does not belong to You, or that You are otherwise not authorized to use, or using the Kustom Checkout in a manner that does not comply with these Terms, will be considered a misuse. You may not use the Kustom Checkout in a way that violates any applicable law or to purchase any item that is illegal in Your country. You may not use any software or device that is intended to disturb the Kustom Checkout or to extract other persons' personal data or other data.

It is Your responsibility to put in place appropriate computer security measures (including anti-virus and other security controls) to meet Your particular information security and reliability needs.

**6. Security**

The Kustom Checkout shall only be used by You as the registered email account holder and not by anyone else. You shall not make purchases on behalf of others using the Kustom Checkout. You shall not grant access to the Kustom Checkout to anyone else for any purpose. Any access by others shall be deemed an unauthorised access of the Kustom Checkout. Any data related to misuse or suspected misuse may be retained and used for future risk assessment. Kustom also reserves the right to terminate or deactivate Your use of the Kustom Checkout without prior notice in case of significant breach of Your security obligations.

**7. General**

If there is a conflict in these Terms with any other terms whatsoever attached to any other advertising material in respect of the Kustom Checkout, these conditions will take precedence.

**8. Services from other companies**

For some features You have the option to use may include services provided directly to You by companies other than Kustom, such as tracking features from logistics companies. When You use such features that rely on services from other companies, You authorize Kustom to utilize those services on Your behalf. We do not provide any warranty, or assume any



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responsibility regarding the quality, accuracy, source, merchantability, fitness for purpose or any other aspect of those third party services.

If You use Google Maps in connection with using the Kustom Checkout, for example by searching for Your address in the address bar, the Google Maps/Google Earth Terms of Service and Google's Privacy Policy apply.

## **9. Duration and termination**

This Agreement's term is for an indefinite period of time and continues to be in force until it is terminated by You or Kustom. You may request to terminate this Agreement at any time, for any reason, by contacting Us directly.

Kustom may at any time suspend, limit Your access to Our Kustom Checkout and/or terminate this Agreement because You have not complied with this Agreement, or where We reasonably consider it necessary to comply with Our legal obligations, for example:

- For the prevention of fraud;
- To protect Us against any legal or regulatory risks;
- When We reasonably suspect, or are aware, (i) that You have breached this Agreement in a material respect or (ii) of fraudulent or abusive use by You or a third party including the use of robot, spider, crawler, scraper, or other automated means or interface to access the Kustom Checkout or extract other users' information;
- When We otherwise reasonably consider Your activity associated with the Kustom Checkout to be in breach of the law; or
- When and to the extent necessary due to technical reasons, including when necessary to ensure the security of communication channels, equipment or information

Kustom will, when possible, give you advance notice of any suspension, limitation or termination, but sometimes Kustom will not be permitted to tell You by law or as a result of a court, regulatory or public authority order or where it will prejudice any investigation.

If Kustom cannot provide the Kustom Checkout for any reason or ceases to provide the Kustom Checkout, Kustom may terminate this Agreement by providing reasonable written notice. Such notice will be provided to the email address registered to the relevant purchase.

## **10. No right of withdrawal**

By entering into this Agreement, You agree that the Kustom Checkout will commence and thereby agree that there is no right of withdrawal. However, You can terminate these Terms at any time.

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## 11. Limitation of liability

Kustom and Our affiliates have no liability under these Terms and for Your use of the Kustom Checkout or for any product that You purchase by using Our Kustom Checkout, unless otherwise set out in applicable mandatory law, including the consumer protection law of the country in which You have Your habitual residence. This means, for example, that We have no obligation to compensate You for any direct or indirect damage, including loss of profit or claims from other parties. Information that You receive from Us will not create any warranty or guarantee from Us. Furthermore, We are not responsible for any financial loss based on any decisions You make using the Kustom Checkout, nor are We responsible for any inaccuracies in the Kustom Checkout.

Product specifications and other information have either been made accessible by suppliers, manufacturers, merchants, publications, publicists or been gathered from public-domain sources. The intention of Kustom is that all information on the website should be as accurate and up-to-date as possible. However, Kustom cannot guarantee the reliability or the accuracy of the information contained within its pages. We urge Our users to conduct their own research prior to purchasing from Merchants using Our service to ensure the accuracy of the prices. All the actions taken by the user of the website are the responsibility of the individual. Kustom cannot make any guarantees that any information is correct or be held liable for any actions taken based on the product and pricing information provided.

If You want to report an error or have any questions, please contact Kustom at the address listed in the imprint. Merchants using the Kustom Checkout are independent third parties and Kustom is not acting as a principal, agent or broker with respect to any advertisers. Your relationship with any Merchant You contact through any Merchant's website is solely between You and the Merchant. You agree not to hold Kustom liable for any loss or damage of any sort incurred as the result of any business conducted with Our Merchants or as the result of the content provided by such Merchants through their websites. In other words, We provide You with access to shops, Merchants and payment providers, but We are not involved in the supply of the products You purchase through them.

Kustom does not provide any warranty, compensation, maintenance, support or availability obligations for the Kustom Checkout, unless to the extent this is mandatory according to applicable law, including the consumer protection law of the country in which You have Your habitual residence. Except to the extent that liability cannot be excluded or limited as a matter of law, Kustom accepts no responsibility or liability for (a) using incorrect or inaccurate information; (b) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications, line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers used in any aspect of the operation of the Kustom Checkout; (c) inaccessibility or unavailability of any network or wireless service, the Internet and/or any website; (d) any injury or damage to any person's computer(s) or mobile device(s) which may be related to or result from any attempt to use the Kustom Checkout; or (e) any matter outside of its reasonable control.

We do not exclude or limit in any way Our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence; for fraud or



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fraudulent misrepresentation; or any matter for which it would be illegal for Us to exclude or attempt to exclude Our liability.

## **12. Electronic communication**

By accepting these Terms and/or using the Kustom Checkout, You agree that Kustom may provide all communications, terms and conditions, information We are required to provide by law, all communications regarding any complaints and other information to You electronically to the email address You have provided to Us.

## **13. Assignment or transfer**

You agree that We may assign to any person or entity any of Our rights under the Agreement to which these Terms apply. Such assignment of Our rights will not in any manner inhibit Your statutory (consumer) rights.

You may not transfer or assign any rights or obligations You have under these Terms. To the extent not otherwise already permitted by applicable law, We may transfer or assign these Terms or any right or obligation under these Terms at any time provided that such transfer does not alter Your rights and obligations under these Terms to Your detriment.

## **14. Governing Law**

This Agreement is governed by the laws of Sweden and is subject to the exclusive jurisdiction of courts of Sweden, unless otherwise stipulated by applicable mandatory law including the consumer protection law of the country of Your habitual residence.

The European Commission has set up an Online Dispute Resolution (ODR) platform to resolve consumer disputes out of court. You can find the platform at: <http://ec.europa.eu/consumers/odr>.

Consumers can also contact the National Board for Consumer Disputes (ARN) directly, via Box 174, 101 23 Stockholm or [www.arn.se](http://www.arn.se).

## **15. Intellectual property and trademark**

All content included in or made available through the Kustom Checkout, such as text, graphics, logos, button icons, images, digital downloads, data compilations, and software, is protected under applicable copyrights, trademarks and other proprietary rights (including but not limited to intellectual property rights). All such rights are owned by Kustom or one of Our affiliates (unless otherwise stated). The copying, redistribution, use or publication by You of any part of the Kustom Checkout, unless expressly permitted in these Terms, is strictly prohibited, and You agree to abide by all copyright notices, trademark rules, information, and restrictions contained in any materials accessed through Kustom Checkout. Use of the Kustom Checkout does not give You ownership of any intellectual property rights in any of the content, documents or other materials You access.

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Kustom. Other trademarks, service marks and trade names may be owned by others. Nothing on the Kustom Checkout should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark or any other Kustom intellectual property displayed in association with the Kustom Checkout. The name "Kustom" and any other Trademarks shall not be used in any way, including in advertising or publicity pertaining to distribution of materials on the Kustom Checkout, without prior written permission from Kustom.

Should You decide to provide Us with feedback, such as suggestions for service enhancement, please note that We reserve the right to utilize Your feedback with no obligations to You. This could be incorporated into Our business operations, service modifications, marketing strategies, or any other relevant areas applicable.

**16. Language**

These Terms are only available in English. No other languages will apply to these Terms.