



**Kustom AB**

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**Kustom Checkout Terms of Use**

Effective: 28 March 2025

Kustom Checkout is provided by Kustom AB, Brahegatan 10, 114 37, Stockholm, Sweden, registered with the Swedish Companies Registration Office under company 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 that facilitates interactions between You, the Merchant with the Webshop where Kustom Checkout has been implemented ("**Webshop**") and from which You purchase goods or services ("**Merchant**"), payment methods, shipping methods, and delivery options that facilitate Your shopping experience. These Terms of Use ("**Terms**" or "**Agreement**") apply to Kustom Checkout 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**" and "**Your**") with regard to the service described below ("**Kustom Checkout**"). Please read these Terms carefully before using Kustom Checkout and save a copy for Your records and future reference. Do not use Kustom Checkout if You do not want to be bound by these Terms.

## 1. **Scope of the Kustom Checkout Terms**

- 1.1** Please note that these Terms only govern the use of the Kustom Checkout service provided by Kustom. The terms and conditions of Your purchase from a Merchant will be governed by Your separate agreement with the Merchant. Additionally, Your use of payment methods via the payment service provider you choose to use to pay for your order during the checkout process is governed by a separate agreement with the payment service provider. Furthermore, the shipping methods and delivery options You select in Kustom Checkout are subject to a separate agreement with Your Merchant.
- 1.2** By using Kustom Checkout or by clicking the “Continue” or “Buy”-button, You agree that the version of these Terms in effect at the time of use will apply. You can always find our most current and applicable Terms at <https://www.kustom.co/legal>.

## 2. **Description of Kustom Checkout**

- 2.1** Kustom Checkout provides You with features to support, manage, and complete Your purchase from Your Merchant, as well as future purchases from Merchants that have implemented Kustom Checkout. If You have stored Your information in Your account on the Webshop or if You have previously entered Your information in Kustom Checkout, Kustom Checkout will autofill Your information, redirect You to a payment service provider to complete Your purchase using a variety of payment methods, and present you with the shipping methods and delivery options available to You.
- 2.2** Additionally, in order to provide the Kustom Checkout service, the following transfers of Your Personal Data take place:

**Payment service providers:** We transfer some of Your Personal Data to third-party payment service providers, which will handle Your payment as part of Your purchase process.

**Merchants:** We transfer Your Personal Data to Merchants from which You make purchases and which have implemented Kustom Checkout as a means by which to process Your purchase.

### **2.3 Kustom Checkout entails the following benefits:**

- (a) Autofill during checkout
- (b) Validation of Your Personal Data
- (c) Display of payment methods, including express checkout options
- (d) Forward Your declaration regarding the conclusion of an agreement with the Merchant to the Merchant

### **1.1 Autofill during checkout**

If Kustom can identify You, 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:

#### **(e) Autofill through input of limited information**

While interacting with Kustom Checkout, You may be asked to provide Personal Data. The Personal Data You provide are then retained by Kustom Checkout. If Kustom recognises You when You interact with Kustom Checkout at a later point in

time, based on certain Personal Data You enter in Kustom Checkout (such as Your email address and zip code), Kustom Checkout will autofill your other, previously provided Personal Data. This will happen both when You interact with the Kustom Checkout in the same Webshop in which You first entered the data for Kustom Checkout, and in the version of Kustom Checkout integrated in the Webshop of another Merchant.

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

To provide the Autofill feature, we may 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 identity number (where applicable), and preferred payment provider in Kustom Checkout. If you do so, the Kustom Checkout cookies will fetch that information from Kustom Checkout's storage and help Autofill it when you shop with Kustom Checkout in the future.

For more information on Our use of cookies, please see Our Privacy Notice <https://www.kustom.co/legal>.

**(g) Autofill through information the Merchant shared with Us**

When You purchase goods or use a version of Kustom Checkout connected to a Merchant's Webshop, Kustom Checkout may also use information the Merchant shared with Us to enhance your interaction with Kustom Checkout and improve Your shopping experience. In either case, Personal Data are retained by Kustom Checkout to facilitate future interactions.

**(h) Disable autofill**

If you do not want to use the Autofill features, 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 delete all cookies on Your device at any time, and this will delete Our cookies as well.

## **2.4 Validation of Your data**

Kustom Checkout uses third-party address registers to validate the street name, building/street number, postal code and city You provide.

## **2.5 Display of payment methods including express checkout options**

We may arrange the order of Your possible payment methods based on whether You have selected a preferred payment method, previously used a specific payment method, or if We are required by law to display payment methods in a certain order.

However, in order to provide an enhanced shopping experience, We will also check Your eligibility for each of the available payment methods before presenting them to You, in order to clearly show which ones You can use for a specific purchase. Sometimes a payment method may be unavailable, for example because the purchase amount is too low, the Webshop has not enabled it at all, or because it is not enabled for purchasing a particular type of product. Your chosen payment method may be subject to additional fees, where determined by the Merchant and/or the payment provider.

## **2.6 Forward Your declaration regarding the conclusion of an agreement with the Merchant to the Merchant**

If You make a declaration regarding the conclusion of an agreement with the Merchant during the Kustom Checkout process, such as by clicking the “Buy”-button, we will forward Your declaration to the Merchant.

## **3. Are there any costs associated with Kustom Checkout?**

The version of Kustom Checkout described in these Terms is free of charge, unless specifically indicated otherwise.

## **4. Your rights with regard to Kustom Checkout**

Kustom grants You a non-exclusive, non-transferable, non-sublicensable right to use Kustom Checkout for the purposes described herein.

## **5. Changes to the Kustom Checkout and the Terms**

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

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

We will publish any such changes on <https://www.kustom.co/legal> and/or inform You accordingly. Your use of 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 stop using Kustom Checkout, or You can contact Us at any time to terminate this Agreement. More information on how to terminate this Agreement can be found under the section, “Duration and termination of this Agreement”, below.

## **6. Privacy and Your Personal Data**

Our Privacy Notice describes how Kustom processes Your Personal Data when We provide Our services. There You can also find more information about Your rights regarding Your Personal Data, as well as how You can contact Us if You have any questions.

## **7. Your obligations**

When using 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 authorised to use, or using Kustom Checkout in a manner that does not comply with these Terms, will be considered a misuse. You may not use 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 disrupt Kustom Checkout or to extract the personal data of other individuals or other information.

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

## **8. Security**

The Kustom Checkout account tied to your registered email address must only be used by You and not by anyone else. You must not make purchases on behalf of others using the Kustom Checkout. You must not grant access to your Kustom Checkout account to anyone else for any purpose. Any access by others shall be deemed unauthorised. 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 Kustom Checkout without prior notice in the event of a significant breach of Your security obligations.

## **9. General**

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

## **10. Services provided by third parties**

Any services that may be accessible through Kustom Checkout (e.g. by way of hyperlinks, referral or references) are not part of Kustom Checkout and may be subject to separate terms and conditions of the third party providing such service.

If You use Google Maps in connection with using 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 shall apply.

## **11. Duration and termination**

This duration of this Agreement is indefinite; it shall remain 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 suspend and/or limit Your access to Our Kustom Checkout and/or terminate this Agreement at any time, because You have failed to comply 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 way or (ii) 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 Kustom Checkout or extract other users' data;
- When We otherwise reasonably consider Your activity associated with 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

When possible, Kustom will give You advance notice of any suspension, limitation or termination, but sometimes Kustom will not be permitted to inform You, as doing so would

contradict the law, as a result of a court, regulatory or public authority order, or where it would prejudice any investigation.

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

## **12. No right of withdrawal**

By entering into this Agreement, You agree to commence your use of Kustom Checkout and thereby agree that there is no right of withdrawal. However, You can terminate this Agreement at any time.

## **13. Limitation of liability**

Kustom and Our affiliates shall not be responsible and/or held liable for, nor be a party to, any agreements entered into between You, Merchants and payment providers, 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 entail any warranty or guarantee on Our part. Furthermore, We are not responsible for any financial loss based on any decisions You make while using Kustom Checkout, nor are We responsible for any inaccuracies in Kustom Checkout.

Product specifications and other information have either been made accessible by suppliers, manufacturers, Merchants, publications, or publicists, or have been obtained from sources in the public domain. It is Kustom's intention that all information on the website should be as accurate and up-to-date as possible, whereas Kustom is not responsible for any of the information provided by You or third parties (e.g. the Merchant). However, Kustom cannot guarantee the reliability or the accuracy of the information contained on its pages. To ensure the accuracy of prices, We urge Our users to conduct their own research prior to purchasing from Merchants using Our services. All the actions taken by the user of the website are the responsibility of the individual. Kustom cannot guarantee that any information is correct or be held liable for any actions taken based on the product and price 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 Kustom Checkout are independent third parties, and Kustom does not act 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 promises for Kustom Checkout, except 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. Unless liability cannot be excluded or limited as a matter of law, Kustom accepts no responsibility or liability for (a) incorrect or inaccurate information; (b) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operations or communications, or 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 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) that may be related to or result from any attempt to use Kustom Checkout, or (e) any matter beyond Kustom's 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 fraudulent misrepresentation, or for any matter for which it would be illegal for Us to exclude or attempt to exclude Our liability.

#### **14. 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, via the email address You have provided to Us.

#### **15. 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.

#### **16. Governing Law**

This Agreement is governed by the laws of Sweden and is subject to the exclusive jurisdiction of the 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).

#### **17. Intellectual property and trademarks**

All content included in or made available through 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). Unless expressly permitted in these Terms, You are strictly prohibited from copying, redistributing, using, or publishing any part of Kustom Checkout, and You agree to abide by all copyright notices, trademark rules, information, and restrictions contained in any materials accessed through Kustom Checkout. Use of Kustom Checkout does not give You ownership of any intellectual property rights tied to any of the content, documents or other materials You access.

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trademarks, service marks and trade names may be owned by others. Nothing in Kustom Checkout should be construed as granting, by implication, estoppel or otherwise, any licence or right to use any Trademark or any other Kustom intellectual property displayed in association with 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 via Kustom Checkout, without prior written permission from Kustom.

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

## **18. Language**

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