SOLNA | 06.12.2022

Terms of Use for the Mobile Application Svea Pay

1. General information about the Service Provider and the Service

1.1 These terms and conditions (hereinafter ”Terms of Use”) apply on registered private individuals (hereinafter ”the User”) and their use of the mobile application based payment service Svea Pay (hereinafter “the Service”). The Service is developed and provided by Svea Bank AB (publ) (hereinafter “Svea”).

1.2 The Service is a payment service which operates through a mobile application in which the User can handle and pay their invoices from Svea Bank AB and Svea Inkasso AB. The use of the Service always requires personal registration.

1.3 The Service Provider is:
Svea Bank AB (publ) (Business ID: 556158-7634)
Domicile: Solna
Visiting and postal address: Evenemangsgatan 31, 169 81 Solna
Phone number: +46 8 735 90 00

1.4 The Business Areas of Svea include financial services for private individuals and businesses. The Service Provider is authorized by the Swedish Financial Supervisory Authority (https://www.fi.se/en/bank/) to conduct banking operations.

1.5 By registering to the Service or using it, the User confirms that the Terms of Use are read and approved.

1.6 In addition to these Terms of Use, the User undertakes to follow any other instructions provided by the Service Provider in connection to the use of the Service.

1.7 In accordance with these Terms of Use, the User can independently of the Service Provider use services provided by a third party. The introduction of such a service requires the User to make a separate agreement with the third party. When using third party services, the User agrees that the Service Provider may provide information necessary for the agreement to third parties. The Service Provider does not hold responsibility for the services provided by a third party as referred to in this section.

2. Right of use and User information

2.1 When registering as a User of the Service, the User is given a limited right to use the Service in accordance with these Terms of Use and other instructions in connection with the Service.

2.2 Upon registration, the User confirms their identity through electronic authentication with Mobile BankID.

2.3 The identification process is necessary for the Service Provider to be able to fulfill its obligations to identify the User in accordance with current regulations on prevention of money laundering and terrorist financing.

2.4 The person who registers as a User of the Service must be at least 18 years old and not declared incapacitated.

2.5 The User has the right to use the Service for personal use only. Svea has the right to terminate the use of the Service, if the Service is used against the Terms of Use, good practice, or law.

3. Fees

3.1 The Service is free of charge for the User unless otherwise specified in these Terms of Use. Svea may charge the User for services outside the scope of the Service and for other in these Terms of Use specified services according to the current price list of Svea.

4. Delivery of invoices to the Service; granting and mediation of payment orders

4.1 In its capacity as invoice issuer, Svea sends invoices to the Service in digital form. Overdue and unpaid invoices, payment reminders and debt collection claims are sent by mail to the population registration address of the User.

4.2 The User sends a payment order by approving an invoice for payment. The payment order cannot be revoked after it has been sent.

4.3 For the User to be able to receive invoices and send payment orders through the Service, it is assumed that the mobile phone or mobile application of the User can send and receive the necessary information needed to initiate, carry out and complete the payment and that the application works on the phone. Furthermore, it is assumed that the User has a working telecommunications connection and that the number or phone is not blocked.

4.4 The Service mediates the payment order to the invoice issuer. In connection to the execution of the payment order, Svea has the right to transfer User Information that is related to the payment.

4.5 The invoice issuer is responsible for the content and the accuracy of an invoice that has been delivered to the Service. The User is responsible for approving invoices for payment. The User should always check the content of the invoice and its accuracy before approving the payment order. Remarks regarding the invoices should always be addressed to the invoice issuer. The User is responsible for any fees that may arise due to changes made in the payment information, e.g. amount or due date.

4.6 A specification of the transactions that have been carried out through the Service is available electronically in the Service. The specification shows the invoice issuer, the time of the transaction and the amount of the transaction.

4.7 Svea mediates payments on behalf of the User. The User is thus not entitled to a refund in accordance with the Payment Services Act (2010:751).

5. The obligations and responsibilities of Svea

5.1 Svea saves the invoices for at least twelve (12) months after they have been received in the Service.

5.2 Svea is not responsible for the content of the Service or its correctness regarding parts other than the product content that Svea has produced.

5.3 Svea is not responsible for the User's unpaid or delayed payment of an invoice or for the User paying an invoice with changed payment information or otherwise without reviewing it. Nor is Svea responsible for the correctness of the information submitted by the User in the User Information section or for damage that may be caused upon the User or a third party by inadequate User Information.

5.4 In the event of an interruption of the Service lasting more than seven (7) days, Svea is obligated to temporarily replace the Service by sending invoices per mail or e-mail.

5.5 Svea is obligated to compensate for damages caused upon the User by practices contrary to applicable law or these Terms of Use in connection with the mediation of payment orders. Svea is obligated to compensate for indirect damage caused upon the User only if the damage is due to the negligence of Svea. The User is responsible for proving the damage caused. Svea is not responsible for indirect damage caused upon the User for activities not related to private use, nor for damage caused by the User's own actions. Compensation is not paid solely for the inconvenience caused by the damage, such as the use of own time.

6. The obligations and responsibilities of the User

6.1 The User is responsible for the acquisition and functioning of the necessary devices, connections and software needed for the use of the Service and for the appropriate protection of them.

6.2 The User should exercise caution when using the phone and approving payment orders. The wrongful use of the phone is prevented by protecting the device with a passcode or similar.

7. The availability of the service

7.1 It is the responsibility of Svea that the Service is available to the User continuously and without disruption. However, Svea is not responsible for the Service functioning continuously, without delay or error. Neither is Svea responsible for interruptions caused by technical errors in the Service, interruptions due to maintenance or installations in the Service, the loss, or changes of information in the Service or other information caused thereby, problems related to the use of the Service or problems, disruption or interruption caused by a third party in connection to the transfer of data.

7.2 Svea has the right to interrupt the Service due to changes in or updating of the Service, repair, installation or maintenance of the telecommunications networks or other similar reasons or if legislation or other authority procedures so requires. Svea strives to limit the duration of the interruption as much as possible. If possible, the User is informed about the service interruption in advance through the Service or by e-mail.

8. Data protection and your personal data

8.1 The processing of personal data in the Service is covered by the provisions of the EU General Data Protection Regulation (GDPR 2016/679)

8.2 Complete information on how Svea processes personal data is available on https://www.svea.com/dataskydd (available in Swedish)

8.3 Svea processes personal information about the User, including information about who the User is, contact information, financial situation, and payment history. The information is mainly retrieved from the User.

8.4 The personal data is processed for the purpose of fulfilling agreements between Svea and the User. Svea processes the personal data of the User for the purpose of administering and fulfilling the agreement, fulfilling the prescribed obligation to provide information to authorities or such obligations that may follow from laws and regulations.

8.5 Svea may use the contact information of the User to send newsletters, to conduct product surveys, to market similar products or services from Svea and for invitations to events. Svea may transfer information regarding the User to other companies within the Svea Group who may use the data for the abovementioned purposes to the extent permitted by law. The recipient of such marketing can unsubscribe from further marketing communications by contacting Svea by e-mail: dataskydd@svea.com

8.6 Considering the latest development, implementation costs and the nature of the treatment, the scope, context, purpose and the risks of varying degree of probability and severity, for the rights and freedom of natural persons, Svea shall, both in determining with which means the processing of the treatment is carried out with and in the processing itself, implement appropriate technical and organizational measures that are designed for an effective implementation of the data protection principles and for the integration of the necessary protection measures in the processing, so that the requirements of the General Data Protection Regulation (GDPR) are met and the rights of the registered individual are protected.

Svea shall implement appropriate technical and organizational measures to, in the standard case, ensure that only the necessary personal data for each specific purpose of the processing is processed. The obligation applies to the amount of personal data collected, the scope of the processing, the time of their storage and their availability. In particular, these measures shall ensure that, in the standard case, personal data is not made available to an unlimited number of natural persons without the participation of the individual.

8.7 Svea may transfer or share the User's information with chosen third parties. Svea takes all reasonable legal, technical, and organizational measures to ensure that the User's information is handled securely with an adequate level of protection when transferred to or shared with such selected third parties. Examples of such third parties may be other companies within the Svea Group, credit information companies and authorities.

8.8 The User has the right to receive information about the personal data about him that is processed by Svea. The information is provided by dataskydd@svea.com.

8.9 The User has the right to request correction, deletion, limited processing or address other objections to the processing of personal data. Such a request must be tried and Svea may have the opinion that the personal data processing shall continue without correction, deletion, or limitation.

8.10 The User has the right to appeal the processing to the Swedish Authority for Privacy Protection (https://www.imy.se/en/) which is the supervisory authority for personal data processing.

8.11 Personal data is stored for the time it is necessary for the purposes for which it has been collected or otherwise processed and during the time the agreement is valid. Data is also stored for a period thereafter to comply with laws and regulations and to enable authority inspection.

8.12 The customer register and other information Svea has about the User is protected by bank secrecy in accordance with the Act on Banking and Financing Operations (2004:297). The Personnel at Svea who has access to personal data have a statutory and agreed duty of confidentiality.

8.13 Svea is responsible for personal data. The User can contact Svea via mail, 169 81 Solna, phone +46 8 735 90 00 or by e-mail dataskydd@svea.com. The Data Protection Officer is available at dataskydd@svea.com.

9. Force majeure

9.1 Svea is released from its obligations regarding the Service for the time and to the extent that failure to fulfill the obligations is due to an insurmountable obstacle. Insurmountable obstacles are law enforcement, authority measures, war events, strikes, lockouts, blockades, boycotts, epidemics, or other circumstances beyond Svea's control. The reservation on strike, lockout, blockade, or boycott applies even if Svea is the subject of or the initiator of such conflict measures.

10. Intellectual property rights

10.1 The Service and all its content constitute intellectual property rights which belong to Svea Bank AB (publ) or any third parties. The User is not given any rights to the Service other than the limited right of use that follows from the Terms of use.

11. Communication

11.1 The provision of the Service and the communication with the User is either in Swedish or English in accordance with what has been agreed with the User. Svea may communicate with the User by sending information through the Service to the User's phone or in writing via the contact information the User has provided in the User Information section. The message is considered received no later than seven (7) days after the message has been sent or made available.

11.2 The User's agreement information and the applicable Terms of Use at any given time during the agreement is available in the Service. These can also be sent by e-mail at the request of the User to the e-mail address specified in the User Information.

12. Changes to the Terms of Use

12.1 Svea reserves the right to change the Terms of Use by notifying the User through the Service. The changes enter into force when the User has approved the changes in the Terms of Use or at the latest within two (2) months of the notification being sent unless the User has objected to the changes. By using the Service, the User approves the changes made to the Terms of Use.

12.2 When the User has taken part of the changes, the User can, at any time and free of charge, terminate the Service by notifying Svea in writing, however, no later than seven (7) days before the day on which the changes enter into force. If the User does not approve of the changes to the Terms of Use, the Service Provider has the right to terminate the agreement in accordance with section 13.3.

13. Validity and termination of the Service

13.1 The agreement for the use of the Service between the User and Svea enters into force when the User registers as a User of the Service and at the same time accepts the Terms of Use. The agreement is valid until further notice.

13.2 Svea may cancel the agreement on the use of the Service by notifying this in writing at least two (2) months in advance. In addition, Svea has the right to terminate the agreement on the use of the Service with immediate effect if the User has breached the terms of the agreement or misused the Service. Notice of cancellation is given in the same way as notice of termination.

13.3 After the termination, Svea sends written instructions to the User on measures the User should take during the notice period to ensure that the invoicing to the User takes place through the correct channel after the notice period has ended. When the agreement ends, Svea closes the User's user account in the Service and deletes information saved by the User.

14. Transfer of the Service

14.1 Svea has the right to transfer the Service to a third party if the transfer is related to the sale of the Service or parts of it, or if the Provider of the Service is changed.

14.2 The User does not have the right to transfer the Service. The right of use and the User's user account are personal and may under no circumstances be transferred to a third party.

15. Tracking of data in the Service

15.1 Svea tracks data in the Service to give you a better user experience. For a more detailed description of the tracking and which tracking technologies Svea uses, we refer you to: https://cdn.svea.com/apps/sveapay/se/en/documents/Tracking-202208.pdf

16. Applicable law and dispute resolution

16.1 Swedish law applies to the Service and these Terms of Use.

16.2 Complaints in connection to the Service or Svea shall be directed to Svea by e-mail. Svea handles complaints and responds to them in writing as soon as possible, but no later than within 14 banking days of receiving the complaint. In exceptional cases, due to circumstances that Svea cannot influence, the response may be given later, but no later than within 30 banking days. In such cases, Svea provides a preliminary response to the complaint within 14 banking days, including an estimation of when the final response can be given and an explanation of what caused the delay.

16.3 Disputes between Svea and the User shall primarily be resolved through negotiations. If a settlement in the matter cannot be reached, the User can turn to the National Board for Consumer Disputes (https://www.arn.se/) in accordance with the Act on Alternative Dispute Resolution in Consumer Relations.

16.4 Information on how Svea handles complaints can be found on: https://www.svea.com//se/sv/om-oss/kundklagomal/ (available in Swedish)

16.5 Contact information for customer complaints: klagomal@svea.com