

# TERMS OF SERVICE FOOTWAY OaaS



ECOMMERCE POWERED BY FOOTWAY+

## These conditions apply between Footway Group AB and users of services within Footway OaaS

**General** The User gains access to Footway OaaS by joining the service. The application for this takes place via the Portal. When Footway approves the application, the User has joined Footway and can use the service. The terms apply from the day the User starts using the services. The terms may be adjusted continuously, and a new version of the terms becomes effective 14 days after it is published on the Portal.

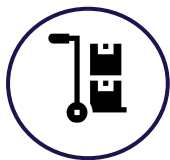
**Validity of the agreement** After connection to Footway OaaS, the agreement concerning this service, including from time to time applicable terms, applies indefinitely. The notice period is 14 days. Footway may terminate the agreement with immediate effect, and suspend the provision of Footway OaaS if Footway reasonably deems that the User's activities are illegal, may harm Footway, other Users or End Customers. Upon termination of the agreement, the User's rights according to these terms and conditions cease. However, the User is still responsible for all fees and/or breach of contract accrued or incurred up to and including the termination, and in accordance with the terms of the Product returned by the End Customer after the termination of the contract. After termination, the User must also pay for delivery to the address specified by the User of Products in the warehouse owned by the User.

## Definitions

<b>User</b>	are parties that have joined Footways OaaS. Examples of users are e-tailers or product supplier
<b>Selling user</b>	is a User who sells products to the End customer via an e-commerce store
<b>Storage user</b>	is a User who stores products in Footway's warehouse
<b>Footway OaaS</b>	Footway Operations as a Service consists of packaged services for e-commerce. The services are described in the terms below
<b>Freight weight</b>	is the highest of volumetric weight and weight in kilograms
<b>Delivery notification</b>	is a request to store Products in Footway's warehouse
<b>Delivery confirmation</b>	is a confirmation from Footway that Products described in the Delivery Notification may be stored in Footway's warehouse
<b>Portal</b>	is a website (footwayplus.com) that manages terms and services for Users and End Customers
<b>Product</b>	is a single physical item
<b>End customer</b>	is the person who purchased Product from a User delivered via the Footway OaaS Order service; typically a consumer



# FOOTWAY OaaS - SERVICES



## STORAGE

### Description of the service

The service includes: receiving goods, unpacking, reconciling with Delivery Confirmation, storage in pallet and picking warehouse, delivery from pallet to picking warehouse, stock keeping, and reports regarding stock balance.

### Process overview

1. The user applies for an account via the Portal
2. Account confirmation is sent via e-mail
3. The user submits a delivery notification via the Portal
4. Footway sends Delivery Confirmation via e-mail
5. The user delivers approved Products to Footway's warehouse
6. Stored Products are reported to the User

### Price for the service

The Storage Service is charged based on the number of stored Products that the User owns or is otherwise responsible for, its Shipping Weight and the number of days the Products are stored (including the day of delivery and the day of delivery).

### Report delivery

Before Products are sent to Footway, the User must apply for delivery through a Delivery Notification. This is done by following the instructions in the Portal. Among other things information about the Products must be stated. Footway then reviews the Delivery Notification and sends a Delivery Confirmation via e-mail to the extent that Footway approves the storage of specified Products. Delivery to the warehouse may only take place after receipt of Delivery Confirmation, and then only with approved Products.

### Responsibility for delivery

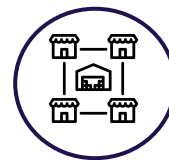
The User is responsible for all costs of shipping their Products to Footway's warehouse (including, for example, shipping, insurance, customs, taxes and other charges). When importing, the User must stand as importer/recipient. If any Products are improperly packaged or mislabeled, Footway may return the Products to the User at the User's expense or remedy the error and charge the User an administration fee.

### Report delivery

The User may at any time request that its stored Products be returned to the User. The request for this must be made by following the instructions in the Portal. Delivery is at the expense of the User.

### Recycling

The User may at any time request that Footway recycle Products (which the User has not sold to another User or End Customer). Footway chooses the appropriate way to handle this, e.g. by selling or destroying the Product. Upon such request, ownership is transferred to Footway free of charge, free of any liens or other encumbrances. Footway retains all proceeds from any disposal.



## MULTI SALES CHANNEL

### Description of the service

This service is available to Users who stock Products and want to sell to other Users, who want to display the Products in their stores. The service includes: Management of price lists and agreements between Users, basis for billing, synchronization of stock balance to enable exposure of the same Product in several sales channels and through several Users.

### Process overview

1. Storing Users apply via the Portal to connect other Users to their Products via the MSC service
2. Requested Users accept the invitation via the Portal
3. Applied and accepted Products are synchronized for sale to the End Customer via Selling Users who accept the MSC invitation
4. Transaction information is continuously reported to each party
5. In the event of a Return from the End Customer, the Storing User repurchases the Product from the Selling User regardless of the Product's condition. The parties receive ongoing data and reports on inventory and sales

### Costs and revenues for the service

#### Users who stock Products (Storing Users):

- Receives the purchase price for the Product from the Selling User
- Receives MSC commission from Footway based on revenue from End Customer
- Pays Storage Fee to Footway

#### Users who sell to End Customers (Selling Users):

- Receives the revenue from the End customer
- Pays the purchase price to the User who stocks the product
- Pays MSC fee to Footway based on End Customer Revenue
- Pays for the Order and possibly the Return service

# FOOTWAY OaaS - SERVICES



## ORDER

### Description of the service

The service includes: customer support via e-mail, customer support via phone, transaction e-mail, customer portal for order processing, picking and packing of Products, packaging for Products purchased by the End Customer, arranging shipping and payment of shipping fees to resp. country, Last mile shipping.

### Process overview

1. The user integrates their store with the Footways API
2. Stored Products are made visible in the User's store
3. The User links to Footway's customer terms and conditions on the User's checkout and product page
4. Information regarding customer transactions and customer support is handled by Footway provided that the End Customer has accepted Footway's customer terms and conditions
5. The user receives ongoing data and reports on inventory and sales

### Costs for the service

The order service is charged to the Selling User based on the number of Products delivered, their Shipping Weight, to which country they are delivered and whether last mile delivery is by standard or express delivery. In the event that the Product to be handled under the Order service is stored by another User, a fee based on the sales price is added.

### Information for the End Customer

Selling Users must make it clear on their checkout and product page that the End Customer accepts Footway's customer terms and conditions when purchasing Products and ensure that the checkout and product pages link to Footway's customer terms and conditions.

### Last mile shipping

The user must make the shipping options offered by Footway available on their checkout page. Footway is under no obligation to arrange delivery other than as offered from time to time.

### Export

The service is under development and the terms will be updated when the service is launched.

### Terms and conditions towards the end customer

The user must in all relevant respects comply with the customer terms and conditions that Footway uses regarding its service to the End Customer.



## RETURNS

### Description of the service

The service includes: customer support via e-mail, customer support via phone, transaction email, portal for return handling, order handling, grading of Products, delivery of Products, packaging for customer orders, return shipping to Sweden, Last mile return shipping.

### Process overview

1. The end customer returns a Product to Footway
2. Returned Products are registered
3. Footway confirms receipt to the End Customer and provides relevant information to the User.
4. The User credits the End Customer
5. Returned Products are reviewed and classified
6. Returned Products are returned to stock or recycled

### Decision-making rights, etc.

Footway has the right to decide whether the End Customer is allowed to return a purchased Product or not. When Footway approves the return, the Selling User must credit the End Customer according to Footway's instructions.

### Handling of Products

1. If the Product was stored by the Selling User prior to sale, the Product is returned to the User's stock balance
2. If the Selling User requests recovery of the Product, ownership is transferred to Footway
3. If the Selling User who sold the Product to the End Customer bought the product from another User who stocks the Product through the Footway OaaS storage service, ownership reverts to the User who stocked the Product. see conditions under MSC

### Costs for the service

The return service is charged based on the number of Products returned, their Shipping weight, the country from which they are returned.

### Information for the End Customer

Selling Users must make it clear on their checkout and product page that the End Customer accepts Footway's customer terms and conditions when purchasing Products and ensure that the pages link to Footway's customer terms and conditions.

### Terms and conditions towards the end customer

Selling Users must in all relevant respects follow the customer terms and conditions that Footway uses regarding its service to the End Customer.



# FOOTWAY OaaS - GENERAL TERMS



## RESPONSIBILITY

### Unsuitable goods

The User guarantees that the Products stored are not illegal, counterfeit, flammable or contain dangerous materials, explosive substances or pesticides. The user must also ensure that Footway has the necessary information, registration, permits, licenses or similar approvals according to the constitution and authority requirements to stock the goods. Footway always has the right to reject deliveries of goods deemed unsuitable.

### Recall goods

The User is responsible for notifying and assisting Footway in the event of any recalls regarding the Products, including by initiating procedures to return the Products to the User. The user is responsible for all costs associated with a revocation.

### User Obligations

The User undertakes to indemnify Footway from third party claims, losses or damages resulting from the User's non-compliance with the law, infringement of the intellectual property rights of others, handling of the goods, the User's materials, damages related to the goods or the business.

### Footway's commitments

Footway undertakes to indemnify the User from third-party claims that arise due to Footway's violation of the constitution, or claims that Footway's services infringe on the intellectual property rights of third parties, unless this is due to the User's violation of these terms or to the User's actions in general.

### Claims handling process

If a claim from a third party is justified and likely to adversely affect Footway, Footway shall be given the right to intervene in the process at its own expense. The user may not, without Footway's written consent, enter into any agreement or accept anything that entails obligations for Footway.

### Ownership and lien prescription

The User assures and warrants his legal right to the Products and his right and authority to enter into an agreement with Footway for the services referred to in the terms in relation to the Products. For all Products in Footway's possession, Footway has a lien as security for the User's proper fulfillment of his financial obligations to Footway.

### Product separation

Footway keeps an electronic register with the stock balance of stored Products. This register shows which User is the owner of the respective Product. However, the products are not physically marked or separated from other warehouse goods.

### Disclaimer of Warranty

The Services (including all content, software, features, materials and information made available or provided in connection with the Services) are provided to the best of our ability. Footway does not guarantee that the services, and related functions, etc., will be uninterrupted or error-free.

### Exclusive penalties

If, in spite of the aforementioned disclaimer of warranty, it should be considered that there is a fault in the service, the User's right to enforce penalties is limited to price reduction as an exclusive penalty. Under no circumstances shall Footway be liable for loss due to errors in service. The same applies in the event of a delay.

### Liability for property damage

Footway's liability for loss or damage to Products assumes negligence. Liability for property damage is limited to the lower of the User's invoice value for the Product in question at the time of the damage or SEK 3,000. Footway is not responsible for any loss, damage or shortage caused by the User, third parties (including, but not limited to, carriers) or any defect in the Product or the User's packaging.

### Limitation of Claims

The User agrees that Products may be damaged and that other losses may occur, regardless of the reason, if the value of the damage and loss is limited to 0.2% of the annual total value of incoming and outgoing Goods. The limit value is applied on a calendar year basis.

### Insurance

The User must hold insurance for any damage (including loss) of all Products owned by the User and managed by Footway.

### Report damage

The User shall immediately notify Footway of any loss or damage, regardless of cause, caused to Products handled in accordance with the Terms.

### Claim

The user must make any claims for loss or damage to goods in writing to Footway no later than 90 days after the damage is identified.

### Delivery to the User

Footway may return Products to the User. Returned Products will then be sent to the specified delivery address. If (a) the delivery address provided is incorrect or missing, or (b) the User is unable to pay for the return shipment, the Products will be deemed abandoned and Footway may then choose to dispose of them in an appropriate manner (eg by sell, recycle, donate or destroy the Products) and retain any proceeds from any disposal.



# FOOTWAY OaaS - GENERAL TERMS



## FEES AND PAYMENTS

<b>Storage</b>	Price for storage is charged based on the number of Products, its weight according to Weight Calculation and the number of days stored.
<b>Order &amp; returns</b>	The price for orders and returns is calculated per Product and its weight and to which country it is sent. If an order contains 2 products, the price is 25% off for the lightest product. For three Products or more, the price is discounted by 50%.
<b>Express order</b>	Same service as above but with express shipping.
<b>MSC-fee</b>	When using the Multi Sales Channel (MSC), the person who sells to the End Customer pays a percentage of the sales price to the End Customer. The fee is credited upon any return.
<b>MSC-commission</b>	Commission as part of the End Customer Price is paid to the party that stocks products and allows other Users to sell their Products to the End Customer. For example, a product supplier that lets other e-retailers sell the products or an e-retailer that lets other stores also sell its products. Paid commission is debited in the event of a return.
<b>Minimum fee</b>	Minimum monthly charge per active account.
<b>License fee</b>	Monthly fee for the platform. Calculated as a percentage of the store's sales to the End customer including VAT.
<b>Payment terms</b>	Invoicing takes place weekly with payment terms 15 days from the invoice date. All prices are excluding VAT.
<b>Weight calculation</b>	Volumetric weight for shipping is calculated as; length (m) x width (m) x height (m) x 280. This gives a weight based on size. If the volumetric weight is higher than the actual weight of the package in kg, the volumetric weight is used as the weight. This method ensures a fair price for large, lightweight items that take up significant space in storage and transportation.



## OTHER CONDITIONS

### Customer data

The User must ensure that the End Customer accepts Footway's customer terms and conditions in the Portal when the End Customer purchases Products to be delivered by Footway. The purpose of the End Customer becoming a customer of Footway is for Footway to be able to communicate with the End Customer regarding delivery, returns, complaints or other order-related issues and to inform the End Customer of services in Footway's customer portal. Footway owns the customer relationship for the services that Footway delivers in accordance with these terms.

### Product data

Footway is the owner of all product data that the User gets access to from Footway. In the event that the User's account is not active, the User has the obligation to delete product data originating from Footway in the event that it cannot be considered publicly available data.

### Messages

Notifications linked to these conditions must be sent to [legal@footway.com](mailto:legal@footway.com) or to the User's registered email address.

### Force Majeure

Footway is not liable for any delay or failure to perform its obligations under the Terms due to circumstances beyond Footway's reasonable control, including natural disasters, acts of war, strikes, epidemics or pandemics, and loss of electricity or other power sources.

### Divisibility

If any part of the Terms is held invalid, the remaining parts will remain in full force and effect.

### Product listing

Stocked products are listed by Footway on a product portal

### Service Licenses

Footway owns the rights to the services and grants the User a limited license to use them for the purpose of utilizing Footway's services. The user may not modify, reverse engineer or resell the services.

### GDPR

It is the responsibility of each party, when entering into agreements with Product Suppliers and End Customers, to obtain consent for personal data to be handled in such a way that the agreement regarding Footways OaaS can be fulfilled in accordance with the terms and in ways that can be assumed for a functioning collaboration. The party is free to obtain consent to longer-term processing of such personal data.

### Tvist

Tvister som uppstår i anledning av detta avtal ska slutligt avgöras genom skiljedomsförfarande administrerat av SCC Skiljedomsinstitut (SCC). Regler för Förenklat skiljeförfarande ska tillämpas om inte SCC med beaktande av målets svårighetsgrad, tvisteföremålets värde och övriga omständigheter bestämmer att Skiljedomsregler ska tillämpas. I sistnämnda fall ska SCC också bestämma om skiljenämnden ska bestå av en eller tre skiljedomare. Sätet ska vara Stockholm.

