

Delivery terms

Last updated: 25 October 2021

These terms and conditions, including the policies, guidelines and instructions referred to herein, (the “**Terms**”) constitute an agreement between iZettle Merchant Services AB (“**Zettle**”, “**we**”, “**our**” or “**us**”) and you, being the sole trader, company or other business entity having placed an order with us (“**you**” or “**your**”) and apply to our sale and supply of the products (the “**Products**”) listed on our websites (each, a “**Website**”) to you. These Terms will apply to any contract between you and us for the sale of Products to you.

These Terms will also apply to any contract between you and us following your acceptance of any offer to receive a Product free of charge.

The use of certain Products for their intended purpose require that you create an account with PayPal (Europe) S.à r.l. et Cie, S.C.A. (“**PayPal**”) for access to and use of the Zettle services and in connection therewith accept the Terms and Conditions that apply to the access to and use of such services. We therefore recommend that you create a Zettle account before placing an order with us to purchase such Products. Your purchase of Products from us will in no way be interpreted as giving you a right to access to the Zettle services.

Please note that these Terms do not apply where you have purchased or otherwise obtained a Product from a third-party supplier, such as our authorised retailers.

1 Information about us

We are iZettle Merchant Services AB, a company registered in Sweden under company number 556812-2674, and with our registered office at Regeringsgatan 65, 111 56 Stockholm, Sweden.

2 Contacting us

You may contact our support at support.uk@zettle.com.

3 How we use your personal information

We only use your personal information in accordance with our [Privacy Policy](#).

4 How the contract is formed between you and us

By placing an order with us and/or by accepting an offer from us, you confirm that you are acting as a business customer and not as a consumer (being an individual acting for purposes other than his/her trade, business or profession). After you place an order and/or accept an offer, you will receive an e-mail from us confirming your order. The contract between you and us will only be formed when we send you the confirmation or if you have ordered the Product from us through other means than via our Website, when you pay for the Product, or start using the Product (whichever occurs first).

5 Our right to amend these terms

We may amend these Terms from time to time. Every time you order Products from us, the Terms in force at the time of your order will apply to the contract between you and us.

We may revise these Terms as they apply to your order from time to time to reflect changes in relevant laws and regulatory requirements. If we need to revise these Terms as they apply to your order, we will give you reasonable advance notice of the changes and let you know how to cancel your purchase if you are not happy with the changes. You may cancel your order in respect of some or all of your Products that have not yet been shipped.

6 Your right of return and refund

If you purchase a Product from us you may return it, for any reason, within 30 days of receipt of delivery, provided that it is returned to us in unused condition, in the original packaging in which you received it and with the purchase receipt as proof of purchase. Products returned to us later than 30 days of receipt of delivery will not be refunded. Contact our customer success team at +442039848464 or by emailing us at support.uk@zettle.com for return shipping instructions. Except as otherwise set forth in these terms, you are responsible for any delivery costs incurred when exercising your right to return a Product.

We reserve the right to, in our sole discretion, determine whether the Product returned to us is in unused condition. In the event a returned Product is determined not to be in unused condition, we further reserve the right to reduce the refund to you with an amount corresponding to the value decrease of the Product. We will communicate the amount of such deduction in connection with making the refund to you. The refund made to you as set out in this section 6 will thus be the total price paid by you for the Product less any deduction.

The right to return and refund as set out in this section does not apply to any Apple Product purchased by you from us.

If you purchase a Product from anyone other than us, then the return policy of that authorised retailer will apply, and you should return it to the authorised retailer who sold it to you.

7 Delivery

Delivery of an order will be completed when a) we deliver the Product to the address you provided us, or b) to the extent you, or a carrier organized by you, collect Product(s) from us, at the time of collection.

Ownership of the Product will pass to you once we have received payment in full, including all applicable delivery charges. Where you have accepted an offer from us to receive Products free of charge, specific terms may apply as further set out herein.

We deliver to the countries listed on our Website. However, there are restrictions on some Products for certain international delivery destinations, so please review the information on that page carefully before ordering Products. If you order Products from our Website for delivery to one of the international delivery destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount. You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you violate any such laws or regulations.

8 Reasons we may suspend delivery of products

We will inform you of the estimated delivery date. We may have to suspend the delivery of a Product to you to: a) deal with technical problems or make minor technical changes, or b) update the Product to reflect changes in relevant laws and regulatory requirements.

We will give you reasonable advance notice in case we are forced to suspend delivery of a Product to you and let you know how to cancel your purchase in respect of that Product.

9 Price of products and delivery charges

The prices of the Products will be a) as quoted on our Website at the time you submit your order, or b) as set out in a written quote sent to you by us. Delivery charges are included in the price unless otherwise stated in connection with your purchase. In the cases where delivery charges are not included in the price, such charges will be paid by you in addition to the price. The final cost for delivery will be communicated to you in connection with your purchase.

The prices of the Products quoted by us (on our Website or directly to you) exclude VAT. VAT will be charged in accordance with local VAT legislation. However, if the rate of VAT changes between the date of your order and the date of delivery, we may adjust the VAT

you pay, unless you have already paid for the Products in full before the change in VAT takes effect. If you are a VAT registered company purchasing Products as an intra-community acquisition, you must submit your VAT registration number to us upon ordering such Products (and apply the reverse charge mechanism where applicable). Should you have any questions regarding your VAT liability, please contact your local tax authority.

10 How to pay

Payment for the Products and all applicable delivery charges is made in advance. We will not charge you for the Products you have ordered until we confirm your order.

In the event you fail to pay any sums due to us in accordance with the Terms, you agree that we may (either ourselves or through another PayPal entity) collect and deduct the amount that you owe us from your Zettle account or, if there are insufficient funds on your Zettle account, request that you pay the amount to the bank account designated by us immediately on demand.

11 Specific terms for certain offers

Where you have accepted an offer to receive a card reader device free of charge from us, such card reader device will remain our property during 14 months from the date of delivery. In case you have not activated and used such card reader device during a consecutive period of 12 months from the delivery date, we reserve the right to request that you return the card reader device to us at your own cost and expense. If you fail to return the card reader device to us in accordance with such request, you will be liable to reimburse us for the original list price for the card reader device.

We may charge you for delivery, which will be notified to you in connection with your acceptance of the offer.

Delivery in the case of your acceptance of an offer to receive a card reader device free of charge is normally made within 15 working days from your acceptance of the offer or within such time notified in connection with your acceptance of the offer. Additional requirements and conditions for delivery may apply, such as the prior connection of a bank account to your Zettle account. Such additional requirements and conditions will be notified to you in connection with your acceptance of the offer.

12 Specific terms for use of sim cards and connectivity

If you have received a sim card as part of your card reader device, the following restrictions and limitations apply.

You shall

- a) not use the sim card provided by us together with any other device than the card reader device the sim card was provided with;
- b) comply with any acceptable use policy or guidelines and restrictions applied by us or any third party to your use of the sim card;
- c) immediately contact us in the event your sim card is lost, stolen or damaged; and
- d) adhere to any limitations of data usage that we impose from time to time.

You acknowledge and agree that we provide the sim card for your convenience and your ability to use the sim card is dependent on services provided by third parties such as internet providers. We do not own, control or have any responsibility or liability for any such third-party services, and we do not assume any liability for the functionality of the sim card provided.

We furthermore do not accept or assume any responsibility or liability for the operation or security of any third-party services or software applications, for your inability to use certain card reader device as a result of any third-party services or software applications or for your breach of the terms of your contract with any third-party services or software applications as a result of using the card reader device or otherwise.

We may at any time suspend or terminate your access to the provided sim card. In that case you are solely responsible for selecting another service provider to provide sim card and/or connectivity services and for paying any fees charged by such service provider.

13 Restrictions on use of card reader devices

You are not allowed to sell, rent, license or transfer any card reader device to any third party or allow the use of any card reader device by any third party. You are not allowed to modify the software or the hardware of any card reader device in any way. You must not use any card reader device for any purpose other than accepting card transactions through your Zettle account and the Zettle software application installed on your compatible smartphone or tablet.

We only supply card reader devices for internal use by your business, and you agree not to use the card reader device for any resale purposes.

14 Our warranty for Products

Where you have purchased a Product from us through the Website or through other means from us, we provide the Product with a 12-month warranty commencing on the delivery

date. During this period, we warrant that the Product will be free of material defects that prevent its normal operation.

Certain Products may be provided with a manufacturer guarantee. For further details, please refer to the manufacture guarantee given with the Product.

Our warranty does not apply to any defect in the Product caused by or arising from: a) fair and normal wear and tear, b) wilful damage, abnormal storage or working conditions, improper use, accident, negligence by you or by any third party, c) if you fail to operate or use a Product in accordance with our instructions, or d) any alteration or repair by you or by a third party who is not one of our authorised repairers. Our warranty does not extend to cables, accessories, plugs, or power supply units, unless otherwise separately agreed.

If a Product does not work and it is under warranty, you may request a new Product by contacting our support team at support.uk@zettle.com. We will, at our sole discretion, either repair or replace defect Products within 90 days of the date of receipt of the defect Product from you. Our customer success team may also, at their sole discretion, arrange for a replacement Product to be sent to you. Unless you are otherwise informed, you must return the defect Product within the time period we specify. This may be either using the prepaid envelope provided with the replacement Product or, in some circumstances, we may also arrange to collect the defect Product when the replacement device is delivered.

You agree that, if you fail to return the defect Product within the time period we specify, we (either ourselves or through another PayPal entity) may collect and deduct the amount that you owe us from your Zettle account or, if there are insufficient funds on your Zettle account, request that you pay the amount to the bank account designated by us immediately on demand.

We reserve the right to reasonably limit the number of replacement Products that you can receive under our warranty. We further reserve the right to change our warranty on reasonable notice and we will decide at our sole discretion the validity of any warranty claims under the terms of our warranty.

We urge you to carefully check the Product before you send it to us to ensure that it is defective. Any Product returned which is not found to be defective, or has been damaged or misused by you, will be returned to you and you may be invoiced for the cost of shipping. If you fail to pay such invoice when due, you agree that we (either ourselves or through another PayPal entity) may collect and deduct the amount that you owe us from your Zettle account or, if there are insufficient funds on your Zettle account, request that you pay the amount to the bank account designated by us immediately on demand.

A repaired or replaced Product will be warrantied for the unexpired portion of the original warranty.

15 Our liability

Subject to the limitations set out below, we will only be liable to you for direct damages caused directly and reasonably foreseeable by our breach of these Terms.

In no event will we be liable for any of the following types of loss or damage arising under or in relation to these Terms or otherwise: a) indirect or consequential loss or damage (including loss of profits, goodwill, business, contracts, revenue or anticipated savings even if we are advised of the possibility of such damages, loss of profits, goodwill, business, contracts, revenue or anticipated savings), b) loss or corruption of data, c) loss or damage whatsoever which does not stem directly from our breach of these Terms, or d) loss or damage whatsoever which is in excess of that which was caused as a direct result of our breach of these Terms (whether or not you are able to prove such loss or damage).

Nothing in these Terms will limit our liability resulting from our fraud or fraudulent misrepresentation, gross negligence, willful misconduct, for death or personal injury resulting from our negligence or to the extent such limitation or exclusion is not permitted by applicable law.

Subject to the above, our total liability to you in respect of all losses arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed the price of the Products ordered by you.

Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to any Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that any Products are suitable for your purposes.

16 Communications between us

You agree that we may provide you with notices, invoices and other transaction receipts pertaining to your purchases from us in electronic format via e-mail.

17 Other terms

We may transfer our rights and obligations under these Terms to another party, but this will not affect your rights or our obligations under these Terms. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

These Terms may be drafted both in English and other languages. In case of inconsistencies between the two versions, the English version will prevail.

Each of the sections of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with Swedish law, with the exclusion of its conflict of law rules.

Any dispute, controversy or claim arising out of or in connection with these Terms or the breach, termination or invalidity thereof, will be submitted to the exclusive jurisdiction of the competent courts of Stockholm, Sweden.