# FOREX AB GENERAL TERMS AND CONDITIONS FOR THE TRAVEL ECOSYSTEM

#### 1. INTRODUCTION

FOREX AB offers a Travel Ecosystem available via the website www.forex.seand its associated pages. The Travel Ecosystem includes access to the FOREX marketplace, flight comparisons and travel activities ("Travel Ecosystem").

Within the Travel Ecosystem, FOREX collaborates with various Partners ("Partners") to offer a wide range of products and services to You as a consumer (hereinafter referred to as "Customer" or "You").

FOREX acts solely as an independent party vis-à-vis these Partners, which means that FOREX is not directly involved in or responsible for any part of the production, distribution or processing of transactions, including but not limited to deliveries, returns, complaints and exchanges.

Products from the marketplace, flight comparison services and travel activities within the Travel Ecosystem are provided and sold by FOREX Partners. As a Customer, You conclude a purchase agreement directly with the relevant Partner. This means that FOREX is not a party to this purchase agreement.

The Partner from which You purchase a product or service becomes your contractual partner and is thus fully responsible for all aspects of the product or service offered.

#### 2. COMPANY INFORMATION

FOREX AB, company ID no. 516406-0104 ("FOREX")

Office address: Stora Nygatan 27, 111 27 Stockholm,

Postal address: FOREX AB. Box 2154, 103 14 Stockholm. Sweden

Email: info@forex.se

Customer service: +46 771 22 22 21

If You have any questions about the FOREX Travel Ecosystem in general, please contact FOREX directly. Please note, however, that for questions or problems specifically related to the products or services of our Partners, You should contact the Partner concerned directly

You can easily find contact information for all our Partners via the following link: <a href="https://www.forex.se/en/customer-service/Terms-rule">www.forex.se/en/customer-service/Terms-rule</a>

To make your service experience easier, FOREX also offers support via chat. The chat is available on weekdays between 8:00 and 17:00. You can access our chat here: FOREX chat.

### 3. GENERAL

When You as a Customer make a purchase of a product or service within the Travel Ecosystem, these General Terms and Conditions always apply to your purchase ("FOREX General Terms and Conditions").

In addition to the FOREX General Terms and Conditions, specific terms and conditions from the Partners who provide the product or service may also apply. This means that certain aspects of your purchase may be governed by additional terms and conditions that are unique to the individual Partner.

You can find the specific terms and conditions of our Partners by clicking here: www.forex.se/en/customer-service/Terms-

As a Customer, it is very important that You carefully read both the FOREX General Terms and Conditions and the Partner's specific terms and conditions before making a purchase. By using the Travel Ecosystem, You confirm that You agree to the FOREX General Terms and Conditions.

Although the terms and conditions of Partners may apply to your purchase, the FOREX General Terms and Conditions always apply in the parts relating to the execution of certain related products and services within the Travel Ecosystem, and, where applicable, in situations that are not governed by the Partner's terms and conditions when these are not complete.

## 4. THE TRAVEL ECOSYSTEM

Within the Travel Ecosystem, Customers must be over 18 years old and not under guardianship in order to place an order. FOREX or our Partners have the right to refuse or change orders in certain cases, for example if the Customer has payment defaults or if there is a suspicion that incorrect personal data has been provided.

Availability of products and services offered in the Travel Ecosystem is not always guaranteed; they may be sold out or cannot be delivered as planned. If it turns out that one of our Partners is unable to deliver an ordered product or service, You will be informed of the situation. In such cases, any advance payments will be refunded to You.

Within the FOREX Travel Ecosystem, it is possible that products and services will no longer be available at some point. FOREX reserves the right to notify of such situations where products and services are sold out or cannot be provided as expected. Should a situation arise in which a product or service cannot be delivered by any of our Partners, You will be informed of this and any amount paid will be refunded. FOREX also reserves the right to correct any errors in text or images relating to descriptions, specifications, prices or other relevant information when purchasing products and services. It is the responsibility of each Partner to ensure that any material published does not violate or infringe any rights, including intellectual property rights. If You discover that content that You own or have rights to is being used without your consent and wish to have it removed, please contact us by klagomalsansvarig@forex.se or www.forex.se/en/customer-service/.

The terms and conditions established and available in the Travel Ecosystem at the time of your order apply to your

#### 5. AGREEMENT & ORDER OF PAID SERVICES

A binding Purchase Agreement is established with the Partner at the moment an order confirmation is issued for your order ("Order Confirmation"), regardless of which parties are included in the agreement. It is therefore important that the contact details You have provided are current and correct. Your order, together with the terms and conditions accompanying the Order Confirmation, forms the basis of the Purchase Agreement.

You will also find the FOREX General Terms and Conditions in the Order Confirmation. It is strongly recommended that You save the Order Confirmation to facilitate future communication with the Partner's customer service.

#### 6. PRICES AND FEES

The prices listed in the Travel Ecosystem apply to your order. These are updated regularly and are indicated in SEK, DKK, NOR or EUR, including VAT. However, any delivery costs are not included in the price and may therefore be added depending on delivery options. Additional fees may also apply depending on your selected payment method.

FOREX reserves the right to add and remove payment methods and also to change a payment method if one is not functioning when You are about to complete your

When entering your payment details, You must use a valid payment card. FOREX or our Partners reserve the right to 10. check the validity of the payment method and also have the right to refuse purchases following internal checks.

### 7. GENERAL INFORMATION ABOUT DELIVERY

Our Partners are individually responsible for shipping and delivering your product and performing your services.
When You as a Customer have placed an order, your product will be delivered using the delivery option You selected at checkout. Your product will then be delivered from the relevant Partner's warehouse. Shipping charges may apply. If You have ordered a travel activity, it will be delivered to your email address.

When You place an order as a Customer, You will receive an expected delivery time. This varies based on the selected delivery option and may change depending on external factors that are outside FOREX's control.

When your parcel has arrived, You must collect it as stated in the notification. Parcels must normally be collected by the person who placed the order upon presentation of valid ID and package ID.

You will receive a notification indicating where and when the product can be collected. Notification can take place via email, regular mail, telephone or text message

If You as a Customer do not collect a product, or do not use your service within the specified time, the product will be returned. In the event of a return or expiry, our Partners reserve the right to charge You all costs incurred in connection with this.

#### 8. GENERAL INFORMATION ABOUT YOUR RIGHTS AS A CUSTOMER

The Travel Ecosystem offers products and services delivered by various Partners. Each individual order is therefore processed separately from each Partner. All questions regarding returns, right to cancel and exchanges, etc. are handled between You, the Customer and the specific Partner from which You purchased your product or service. Partners are therefore responsible for handling all cases

related to the products or services.

If You are a Customer i.e. a natural person who is acting for purposes outside your own business or profession and your habitual residence is within the European Economic Area, You generally have a statutory right to cancel in accordance with the following information on the right to cancel. When purchasing products, You as a Customer always have a right to cancel within 14 days of the day You received the product.

However, in some cases the right to cancel is excluded by law, which means that You may not have a right to cancel under your specific agreement. When purchasing leisure activities, this right is excluded if the agreement applies to

a certain date or a certain period of time for performance. This includes date or time-bound tours of various kinds, "(Multi-)day trips", "Entrance tickets", "Guided tours", "(Multi-)day trips", "Entrance tickets", "Guided tours", "Water activities", "Adventures", "Other experiences" and "Combination offers" arranged by our Partners.

The right to cancel also does not apply to products created according to your specific instructions or that have in any way been uniquely adapted for You. This applies to products whose seals have been broken and which are not suitable for return for health or hygiene reasons, including but not limited to underwear, swimsuits, in-ear headphones and beauty and personal care products, such as make-up and hair products, hair extensions, hair dryers, shavers, electric toothbrushes, scales, heat pads, foot baths or similar, where sealing may also involve technical security such as serial numbers, goods that easily deteriorate or rapidly pass their best before date, such as foodstuffs or medicines, audio or video recordings or computer programs where the seal has been opened and digital material provided on a non-physical medium, if distribution has begun with the consent of the consumer, such as software, apps, games, music, video or texts available by download or streaming.

Products that are returned must be in the same condition as they were when delivered to You. In other words, the products must not be damaged, used, washed or worn for any purpose other than testing the product. All markings and labels must

#### 9. RIGHT TO CANCEL IN RELATION TO PARTNERS

If You regret your purchase, You must send clear notification of this to the Partner from which You purchased the product or service. You should provide your name, address and other relevant information (e.g. order number).

When exercising the right to cancel, You may have to pay return shipping, unless explicitly stated otherwise. You can contact the Partner to find out exactly what the cost of return shipping will be.

In cases where You have ordered several products or services from different Partners, it is important that You return your product or service to the correct Partner using the respective returns form or as instructed. If You, as a Customer, send returns to the wrong Partner, You may be required to pay additional handling or delivery costs.

### REFUNDS IN RELATION TO PARTNERS

If you choose to cancel your purchase, You must send clear notification of this to the Partner from which You purchased the product or service. However, additional delivery costs incurred, if You have chosen a non-standard delivery method, are generally not reimbursed and delivery costs are not refunded for partial returns.

Our Partners may delay payment of refunds until they have either received the product or service back or received a receipt that You have sent it back.

Refunds are made using the same payment method that You used for the initial purchase, unless otherwise agreed between You and the Partner or circumstances prevent this.

### COMPLAINTS IN RELATION TO PARTNERS

Any complaint about a product or service is handled directly between You and the Partner. You have the right to complain about a product if it is defective, within three years of the date of purchase or the period prescribed by law. If You discover a defect, You should report it quickly by contacting the Partner from which You ordered your product or service. You can contact us by visiting <a href="https://www.forex.se/en/customer-service/complaints/">www.forex.se/en/customer-service/complaints/</a>.

In the event of a complaint, the Partner will provide a returns form or arrange return shipping. If requested by the Partner, You must be able to provide proof of purchase.

If your complaint is accepted, the Partner will endeavour to reimburse You within 30 days as required by law, although this may vary depending on the type of product or service. Our Partners will reject complaints if the product or service is not considered defective by law, in which case a fee for troubleshooting and shipping costs may apply.

#### 12. WARRANTY

Certain products or services from Partners may come with a special warranty or service offered. Detailed information about the warranty period, specific warranty conditions and any additional service conditions, including details of where and how the service is performed for each specific product, are available through our Partners. The warranty only covers defects that were present at the time of manufacture and does not apply to damage that occurs after modifications that You have made to the product yourself, such as rebuilds, upgrades or other modifications. Your order confirmation serves as your proof of warranty.

### PROMOTIONS AND OFFERS

FOREX may periodically run promotions within the Travel Ecosystem offering better prices or conditions that are more favourable than those normally available. These better prices

or terms are valid during the active promotional period and only for the products or services specified by the Partner in connection with the promotion. FOREX reserves the right to withdraw these promotions at any time, unless otherwise specified by a fixed time period. When a promotion ends or is withdrawn, the standard FOREX General Terms and Conditions will apply again. Promotional offers for certain products or services within the Travel Ecosystem are temporary and valid while stocks last.

#### FORCE MAJEURE

FOREX and its Partners are not responsible for delays due to events beyond its or their control, such as industrial disputes, war-related events, fire, lightning, terrorist attacks, changes in regulations from authorities, technical problems, communication errors including problems with electricity, telephone or data networks, or delays from subcontractors caused by such aforementioned circumstances or other unforeseen events. Such events are considered valid grounds for exclusion from liability for damages or other consequences. If such circumstances arise, either FOREX or our Partners will inform You both at the beginning and at the end of the event.

#### 15. FOREX LIABILITY

FOREX does not act as a seller and is not a party to the agreement and/or transaction between You and our Partners. FOREX is not responsible for its Partners' actions, including but not limited to the sale of products and services and/or returns, exchanges or delivery in general.

### 16. INVALIDITY

Should any competent court, authority or arbitration tribunal rule that any part of these General Terms and Conditions is invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions. These shall continue to be fully valid and enforceable to the extent permitted by law. The parts that are considered invalid or unenforceable will be replaced by new wording that best reflects the original intent, in accordance with applicable law and practice.

### 17. DISPUTES

Disputes concerning the interpretation or application of these General Terms and Conditions shall be settled in accordance with Swedish law. If You and the Partner cannot reach an agreement through customer service, You have the option of escalating the case to the National Board for Consumer Disputes (ARN) either through their website www.arn.se or by sending a letter to the following address:

National Board for Consumer Disputes (ARN) Box 174 101 23 Stockholm, Sweden

For matters within the EU, You can also submit a complaint via the European Commission's online dispute resolution platform, which will automatically forward your case to a suitable dispute resolution body that will contact the seller to try to resolve the dispute out of court.

If your case requires mediation from a neutral party, You can contact our customer ombudsman by sending an email to klagomalsansvarig@forex.se or by letter to:

FOREX AB
Attn: Complaints manager
Box 5124
103 14 Stockholm, Sweden

If these measures do not lead to a resolution, You have the right to bring the dispute before a general court for a definitive decision.