

1. Introduction

- 1.1. The terms of this document only apply to Nets' delivery of Apple Pay to the Merchant. The General Terms also apply.
- 1.2. Nets shall only deliver Apple Pay to the Merchant if it is comprised by the Agreement as a Payment Method.
- 1.3. This document forms an integrated part of the Agreement.
- 1.4. In case of discrepancies between the text of the Special Terms and other parts of the Terms and Conditions, the interpretation priority order set out in section 1.1 of the General Terms shall apply.

2. Definitions

- 2.1. The defined terms in the Agreement and the General Terms shall have the same meaning in this document unless otherwise is stated.
- 2.2. The following terms are defined in this document:

Apple Pay

A solution provided by Apple Inc (“**Apple**”) which allows the Merchant to accept payments from End Customers using the Apple Pay App.

Apple Pay Agreement

The agreement between Apple and the Merchant regarding the Merchant's use of Apple Pay. The agreement includes terms with title “Apple's Web Merchant Terms and Conditions for Apple Pay” published on <https://developer.apple.com/apple-pay/terms/apple-pay-web/> (or any successor URL).

Apple Pay App

The mobile application and pass-through digital wallet allowing End Customers to via their phone or other supported devices pay with payment cards at Merchants which have implemented and enabled Apple Pay.

Apple Pay Service

The Service to be delivered by Nets as set out in Section 3.1.

3. General

- 3.1. Nets will in respect of delivery of Apple Pay to the Merchant (i), ensure that payment with the Apple Pay App is available as a Payment Method in the Checkout Interface and (ii) transfer of Transaction Data between the Merchant and Nets as card acquirer for supported payment cards (collectively the “**Apple Pay Service**”).
- 3.2. It is a requirement for the Merchant's acceptance of Apple Pay as a Payment Method that the Merchant is approved by Apple and that the Merchant enters into an Apple Pay Agreement. For this purpose, Nets collect and forward required information about the Merchant to Apple in conjunction with onboarding or activation of the Payment Method in the Checkout Interface. Apple can in its own discretion decline or accept the Merchant as user of Apple Pay.
- 3.3. By using the Apple Pay Service, Nets assumes and deems that the Merchant has entered into the Apple Pay Agreement and will comply with its terms. The Apple Pay Agreement may be amended by Apple on a continuous basis. The Merchant is solely responsible for getting information on any amendments and complying with them. The Apple Pay Agreement is solely a matter between Apple and the Merchant. Nets has no responsibilities in that respect.
- 3.4. Nets may with immediate effect suspend or terminate delivery of the Apple Pay service if the Merchant breaches the Apple Pay Agreement or if Nets is instructed to do so by Apple.

4. Apple Pay

- 4.1. The Apple Pay App is not a Payment Instrument, but can be used to complete payments with the payment cards enrolled in it. The type of transaction depends on the type of payment card enrolled and selected in the Apple Pay App.
- 4.2. Apple Pay does not in itself include acquiring of the payment transactions made with the Apple Pay App.
- 4.3. The Apple Pay functionality provided in the Service only supports Nets as acquirer. Transactions made with the Apple Pay App will be acquired by Nets in accordance with the terms and conditions agreed for acquiring of the payment card in question.
- 4.4. The Apple Pay Service does not support all Schemes and payment cards. The Merchant may contact Nets for information on what Schemes and payment cards are supported.

5. Liability and indemnification

- 5.1 Each Party is liable for its acts and omissions pursuant to this document in accordance with applicable law with the changes set out in the Agreement and below.
- 5.2 Nets has no liability for:
- a) the operation and functionality of Apple Pay; or
 - b) the relationship between Apple and the Merchant, including any aspect of the Apple Pay Agreement as it is solely a matter between Apple and the Merchant.
- 5.3. The Merchant shall indemnify Nets in respect of any costs, fines and fees imposed on or any other claims brought against Nets by Apple as a result of circumstances attributable to the Merchant, including such fines and fees imposed by Apple based on the Merchant's breach of the Apple Pay Agreement.

6. Personal data

- 6.1. Neither Party is processing personal data on behalf on the other Party in connection with Nets' delivery of Apple Pay to the Merchant.
- 6.2. Information on Nets' general handling of personal data is stated in section 4 (Data Protection) of the General Terms.