

1. Introduction

- 1.1. The terms of this document only apply to Nets' delivery of Google Pay to the Merchant. The General Terms also apply.
- 1.2. Nets shall only deliver the Google Pay Service 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 these 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:

Google Pay

A solution provided by Google (Google LLC or the party stated in the Google Pay agreement) which allows the Merchant to accept payments from End Customers using the Google Pay App. Google Pay only enables transactions through the sharing of payment credentials and Google is not a party to these transactions.

Google Pay Agreement

The agreement between Google and the Merchant regarding the Merchant's use of Google Pay. The agreement includes terms with title "Google Pay API Terms of Service" published on <https://payments.developers.google.com/terms/sellertos> (or any successor URL).

Google Pay Wallet

The pass-through digital wallet provided by Google Pay to End Customers allowing retrieval of payment card data for payment at Merchants which have implemented and enabled Google Pay in Easy.

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

4. Google Pay

- 4.1. The Google Pay Wallet 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 Google Pay Wallet.
- 4.2. Google Pay does not in itself include acquiring of the payment transactions made with the Google Pay Wallet.
- 4.3. The Google Pay functionality provided in the Service only supports Nets as acquirer. Transactions made with the Google Pay Wallet will be acquired by Nets in accordance with the terms and conditions agreed for acquiring of the payment card in question.
- 4.4. The Google 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 Google Pay Wallet;
and
 - b) the relationship between Google and the Merchant, including any aspect of the Google Pay Agreement as it is solely a matter between Google 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 Google as a result of circumstances attributable to the Merchant, including such fines and fees imposed by Google based on the Merchant's breach of the Google 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 Google Pay to the Merchant.
- 6.2. Information on Nets' general handling of personal data is stated in the General Terms.