

SPECIAL TERMS AND CONDITIONS FOR SOFTPOS



1. INTRODUCTION

- 1.1. The terms of this document only apply to Nets' delivery of Nets EE SoftPOS ([hereinafter](#) SoftPOS) to the Merchant. The Terms and Conditions for terminal products and services ("**Terms and Conditions**") also apply.
- 1.2. Nets shall only deliver SoftPOS to the Merchant if it has been agreed in writing between the Parties.
- 1.3. This document forms an integrated part of the Agreement.
- 1.4. In case of discrepancies between the text of the Terms and Conditions and the special terms and conditions laid down in this document, the special terms and conditions in this document will take precedence.

2. DEFINITIONS

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

COTS Device (Mobile Device)

A commercial off-the-shelf mobile device (e.g. smartphone or tablet) that is designed for mass-market distribution and using the Android operating system.

SoftPOS

A mobile payment application ("**SoftPOS Application**") and backend system which can turn a Mobile Device (as defined above) into a contactless payment terminal.

3. NETS' ROLE

- 3.1. Nets and the owner of the rights to SoftPOS has entered into a distribution agreement by which Nets may distribute SoftPOS.

- 3.2. For the avoidance of doubt, it is noted that SoftPOS does not include acquiring services or cash register services/software.

- 3.3. Nets may, without the Merchant's prior written consent, use subcontractors to deliver SoftPOS to the Merchant.

4. GENERAL REQUIREMENTS

4.1. The SoftPOS Application

- 4.1.1. The Merchant can download the SoftPOS Application from the Google Play Store onto a Mobile Device.

- 4.1.2. Nets shall, upon request from the Merchant, provide the Merchant with credentials to activate SoftPOS on each Mobile Device when downloaded and installed from Google Play Store.

- 4.1.3. Nets is not affiliated, associated, authorized, endorsed by, or in any way connected to the Google Play Store (or Google), and is not responsible for the use or function hereof.

4.2. License

- 4.2.1. Nets grants the Merchant a limited non-exclusive right to use SoftPOS in accordance with the terms and duration of the Agreement. The Merchant shall follow Nets' written instructions on the use of SoftPOS.

- 4.2.2. No ownership, title or similar of SoftPOS is transferred to the Merchant and Nets/Nets' licensor retains all rights to SoftPOS.

- 4.2.3. The Merchant shall not transfer or sublicense the Merchant's license to SoftPOS or any other deliverables or other products in whole or in part.

- 4.2.4. The Merchant shall not modify, change, or copy SoftPOS.

- 4.2.5. The Merchant shall only use SoftPOS for its points of sale in such countries agreed with Nets.

4.3. Devices

4.3.1. SoftPOS only works on a Mobile Device.

4.3.3. A Mobile Device must have an embedded NFC antenna and running a supported version of the Android OS and adhere to EMV Tap-to-phone or PCI CPOC requirements. The Mobile Device must run on a version of the Android OS as instructed and approved by Nets.

4.3.4. It is required that each Mobile Device has online connectivity to function, which the Merchant is responsible for. The Merchant shall bear all costs in connection with the use and operation of the SoftPOS, e.g. electricity, online connectivity, and consumables.

4.4. Security

4.4.1. SoftPOS entails performance of payment transactions on one or more EMV payment networks. Nets is entitled to block transactions if Nets suspects that the security of a Mobile Device or SoftPOS could have been compromised. This could happen from rooted devices, suspicious apps installed on the device, usage patterns, etc.

4.3.2. The Merchant must acquire the necessary Mobile Devices and bear all costs related hereto, and Nets shall not be responsible for the functionality of the Mobile Devices.

4.4.2. After the activation of SoftPOS on the applicable Mobile Devices, all Mobile Devices must at all times be monitored and supervised by the Merchant and the Merchant's representatives. The Mobile Devices must not be used as an unattended payment terminal.

4.5. Updates of SoftPOS

4.5.1. The Merchant shall update, or allow Nets to update, SoftPOS as requested by Nets, and as Nets deems it necessary. Any use of a software-version older than the latest versions shall be at the Merchant's own risk. The latest version and supported version of SoftPOS must be downloaded from the Google Play Store, unless otherwise notified by Nets.

5. **PERSONAL DATA**

5.1. If the Merchant uses SoftPOS with Nets as acquirer, the Merchant and Nets will be independent data controllers, i.e. no Party processes Personal Data on behalf of the other Party.