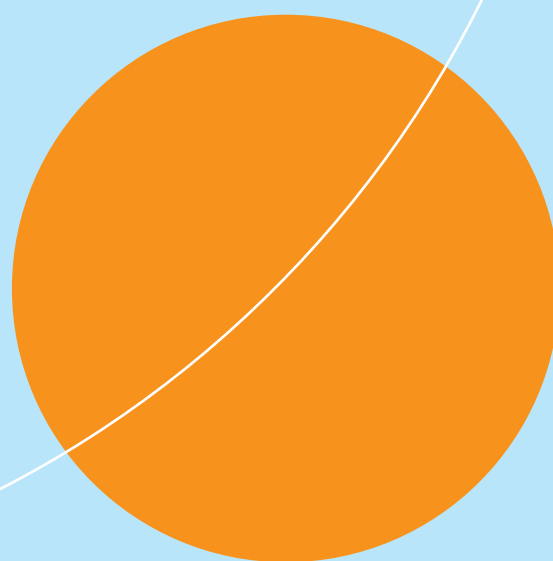


Payment terminal – Terms and conditions

2018



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DEFINITIONS

The terms used in the Agreement shall have the following meanings:

Agreement – the Agreement between the Merchant and Nets on Acquiring and Payment terminal/E-Payment terminal, including the Agreement form, appendices, and these terms and conditions;

Agreement form – The Agreement Form concluded between the Merchant and Nets;

Banking day – any day that is not a Saturday, Sunday, or national holiday;

Card acceptance requirements – requirements which can be found at www.nets.eu/payments;

Card Processor – the company who will provide and deliver the E-Payment terminal to the Merchant on behalf of Nets. An overview of Card Processors and contact information can be found at www.nets.eu/payments;

E-Payment terminal - a virtual payment solution enabling acceptance of card payments, which electronically processes, preserves and transmits the information on the payment card;

Instrument of delivery and receipt – a document, signed by the Merchant and the Terminal Vendor, confirming that the Payment terminal is delivered and installed;

Merchant – the legal person who has entered into the Agreement with Nets for the purpose of renting a Payment terminal or an E-Payment terminal;

Merchant Outlet – The Merchant's store, physical address, URL or application from which the products/services are sold, as stated in the Agreement form;

Nets – the company with which the Merchant has entered into the Agreement;

Parties – Nets and the Merchant;

Payment terminal – a technical device enabling acceptance of card payments, which electronically processes, preserves and transmits the information on the payment card;

Recurring payments – payments which allow the Merchant to complete card payments automatically with stored card data at regular intervals;

Security Certificate – a certificate of approval issued by the Card Processor;

Terminal Vendor – the company who will provide and deliver the terminal to the Merchant on behalf of Nets. An overview of Terminal Vendors can be found at www.nets.eu/payments.

1. SUBJECT MATTER OF THE AGREEMENT, DELIVERY OF THE PAYMENT TERMINAL

- 1.1. Nets shall rent Payment terminal(s) to the Merchant, the precise specifications and description of which (name of the model, terminal ID, cost) are specified in the Instrument of delivery and receipt.
- 1.2. Immediately after receiving the Payment terminal, the Merchant signs the Instrument of delivery and receipt of the Payment terminal and returns it to the Terminal Vendor.
- 1.3. The Payment terminals to be rented by Nets, shall be delivered to the Merchant by the Terminal Vendor or be picked up at the Terminal Vendor's location, unless otherwise agreed. The Terminal Vendor shall send the Payment terminal to the address specified by the Merchant.

The Instrument of delivery and receipt shall be signed by the Terminal Vendor on behalf of Nets, and the Merchant.
- 1.4. The risk of accidental destruction and damage of the Payment terminal shall be transferred to the Merchant as of the delivery of the Payment terminal into the Merchant's possession.

2. USE OF THE PAYMENT TERMINAL

- 2.1. The prerequisite for use of the Payment terminal is the existence of a valid Agreement between Nets and the Merchant.
- 2.2. The Payment terminal is Nets or Terminal Vendor property and the Merchant is obliged to use the Payment terminal in a prudent manner in conformity with the purpose set forth upon entering into the Agreement, which is the acceptance of card payments, and to follow the directions for use of the Payment terminal and to comply with terminal instructions provided by the Terminal Vendor for use of the Payment terminal.
- 2.3. In all matters related to use and malfunctions of the Payment terminal, the Merchant shall contact the Terminal Vendor, using the contact information listed at www.nets.eu/payments.
- 2.4. The Terminal Vendor may record calls received on the authorization number and retain the recordings for at least 3 months. The Merchant shall consent to the use of the recordings if needed to verify circumstances related to authorization of card payments and other circumstances related to use of the Payment terminal.
- 2.5. The Terminal Vendor shall have the right to introduce changes and additions to the Payment terminal programs, notifying the Merchant if necessary.
- 2.6. The Merchant has the right to install, upon Nets' written consent and at its own expense, additional equipment on the Payment terminal and to add additional functions to it.
- 2.7. The Merchant does not have the right to assign the Payment terminal to the sub-use of a third party without the prior written consent of Nets.

- 2.8. Nets shall have the right to inspect the condition and use of the Payment terminal at any time and to enter for this purpose, with the approval of the Merchant, the Merchant's territory and rooms.
- 2.9. The software installed on the Payment terminal at any given time is the property of Nets, the Terminal Vendor and/or third parties, and Nets, the Terminal Vendor and/or third parties own all the intellectual property rights to the software contained in the Payment terminal.
- 2.10. Nets grants the Merchant, for a fee, a non-exclusive right to use the software contained in the Payment terminal for the term of the Agreement for the purposes of using the Payment terminal according to the Agreement. The Merchant shall not be entitled to reassign, modify, change, or copy the software.

3. PAYMENT TERMINAL MAINTENANCE AND REPAIR

- 3.1. Payment terminal maintenance and repair shall be carried out by the Terminal Vendor.
- 3.2. The Terminal Vendor shall repair the Payment terminal within four banking days of receiving it from the Merchant for repair. Upon delivering the Payment terminal to Terminal Vendor for repairs, the Merchant is obliged to provide explanations regarding the deficiencies in the operation thereof and inform the Terminal Vendor of all circumstances that may be necessary for the successful performance of the repairs.
- 3.3. At the request of the Merchant, the Terminal Vendor shall accept the Payment terminal for repair and, after repair, return it to the Merchant at the place it is used according to the Agreement.
- 3.4. In the event of a malfunction in the Payment terminal which the Terminal Vendor is not able to resolve over the telephone, the Payment terminal is subject to replacement.

If the Terminal Vendor learns about a fault before 12:00 on a Banking day, the Terminal Vendor undertakes to deliver a new Payment terminal within the following Banking day. If the Terminal Vendor learns about a fault after 12:00 on a Banking day or on another day, the Terminal Vendor undertakes to deliver a new Payment terminal within the Banking day after the next.

Upon replacement of the Payment terminal, the Merchant shall sign corresponding Instrument of delivery and receipt.

4. TRANSFER OF E-PAYMENT TERMINAL, INSTALLATION AND TESTING OF E-PAYMENT TERMINAL

- 4.1. Before the use of E-Payment terminal is commenced, it will be tested. The Merchant will, to allow the testing, bring its Merchant Outlet into compliance with the technical specifications and notify the Card Processor of such compliance. In addition, the Merchant will communicate

Security Certificate enquiry to the Card Processor for the use of testing environment. After receiving the enquiry, the Card Processor will issue a Security Certificate for the testing and certification of the E-Payment terminal to the e-mail address of the Merchant, indicated in the Agreement form.

- 4.2. If the testing of the E-Payment terminal in the testing environment is successful, the Card Processor will issue the Merchant a E-Payment terminal Security Certificate.
- 4.3. The Merchant will notify the Card Processor of its intent to start using the E-Payment terminal and shall submit a Security Certificate enquiry for the activation of E-Payment terminal to the Card Processor.
- 4.4. The Card Processor will issue an E-Payment terminal Security Certificate to the e-mail address of the Merchant, indicated in the Agreement form. The Card Processor will send the user name and password by registered mail to the contact address of the Merchant, indicated in the Agreement form.
- 4.5. Before commencing the use of the E-Payment terminal, the Merchant must receive a confirmation from the Card Processor, verifying the compliance of its Merchant Outlet with the terms and conditions of the Agreement.
- 4.6. The Merchant will be required to download Security Certificate into its computer system to commence with the use of E-Payment terminal.

5. SAFEGUARDING THE USER NAME AND PASSWORD OF THE E-PAYMENT TERMINAL

- 5.1. The Merchant shall undertake to keep the user name and password, issued by the Card Processor, in secret from the third parties.
- 5.2. If the user name or password fall or are in the danger of falling into the possession of third parties, the Merchant shall immediately notify Nets or the Card Processor.
- 5.3. The Merchant will be required, at the request of Nets or the Card Processor, to change its user name or password.
- 5.4. Where there is a danger or suspicion that abuse of cards is taking place by means of the Merchant's E-Payment terminal, the Card Processor has the right to, block the use of the E-Payment terminal immediately after receiving the information from the Merchant or Nets.
- 5.5. The use of the E-Payment terminal will be blocked if the Merchant has entered wrong user name or password for more than 3 (three) times.
- 5.6. To lift the blocking of the E-Payment terminal and to acquire a new user name and password, the Merchant will be required to contact the Card Processor.
- 5.7. Nets and the Card Processor won't take any responsibility for the loss of income and any other damages that the Merchant suffered as the consequence of blocked E-Payment terminal.

6. REQUIREMENTS TO THE MERCHANT OUTLET WHEN USING THE E-PAYMENT TERMINAL

- 6.1. The Merchant Outlet and E-Payment terminal, and also the means and connections for communications, required to perform the transactions, must meet the technical conditions and the requirements, laid down by Nets.
- 6.2. The Merchant shall have the right to use only the E-Payment terminal, certified by the Card Processor. The Merchant must not, without a prior consent of Nets, modify the certified E-Payment terminal or allow anyone to introduce modifications to the terminal.
- 6.3. When requesting the information of cardholders, the Merchant will be required to use a secure connection, which should at minimum correspond to TLS- Transport Layer Security requirements or adequate respective protocols which are issued in the later date, which holds a certificate, issued by a recognised authority that issues certificates.
- 6.4. For the purposes of ensuring the security of data communication process, the Merchant will be required to use as a minimum of 128-bit data encrypting to ensure Internet traffic between the Merchant Outlet and E-Payment terminal. Any data, communicated between the Merchant and the E-Payment terminal, will be signed electronically. For performing the transaction, the cardholder will enter the card's information into a database, kept in the Card Processor's server. The Merchant won't see the entered card's information. The data entered will be kept in the Card Processor's server.
- 6.5. The Merchant Outlets, making use of the E-Payment terminal, must display the following information:

Logos (Visa/Mastercard) of cards, accepted at the Merchant Outlets and trademarks used for secure transactions (SecureCode, VbV). All logos and trademarks must have the same dimensions and one trademark must not be preferred to another. It is possible to download correct logos from the website of the Card Processor;

Information indicating that secure connection will be used to request card information and either Mastercard SecureCode or Verified by Visa is used according to the card type.
- 6.6. After the authorization of the transaction, the Merchant must communicate to the cardholder an order confirmation and will notify the cardholder of possible problems with handling the goods on current bases.
- 6.7. The Merchant will be responsible for the accuracy of information and offers, displayed at the Merchant Outlets.

7. REQUIREMENTS TO THE MERCHANT OUTLET WHEN USING THE E-PAYMENT TERMINAL FOR RECURRING PAYMENTS

- 7.1. The Merchant must authenticate the first transaction in the series of Recurring payments and must follow the authorization rules associated with an authenticated

transaction. Subsequent authorisation requests in the recurring series must be processed as Recurring payments.

- 7.2. The Merchant must record Recurring payments tokens in a secure way and restrict access to data on need to know basis. It is under no circumstances allowed to store tokens on a frontend system exposed to the internet or directly on mobile device.
- 7.3. The Merchant must provide the cardholder with a confirmation, using the agreed method of communication, that a Recurring payment agreement has been entered. This confirmation must be provided within two (2) banking days of entering that Recurring payment agreement.
- 7.4. The Merchant must provide a notification to the cardholder, using the agreed method of communication, at least seven (7) banking days prior to a Recurring payment in case:
 - more than six (6) months have elapsed since the previous Recurring payment;
 - a trial period, introductory offer or any promotional activity has expired;
 - the Recurring payment agreement has been changed, including, but not limited to;
 - any change to the amount of the Recurring payment;
 - any change to the date of the Recurring payment.

The Merchant must, at the same time as providing notification, advise the cardholder how to cancel the Recurring payment agreement.

- 7.5. The Merchant must not include any charges or transaction other than those referred to in the relevant Recurring payment agreement or complete a transaction that is part of a Recurring payment if it receives either a decline response or a cancellation notice from the cardholder.
- 7.6. In case the first transaction authentication fails, then Recurring payments are not initiated. The Card Processor rejects the processing of Recurring payments, when the first transaction authentication fails.
- 7.7. The cardholder can set maximum monetary limit of Recurring payments at the authentication of the first transaction. The Card Processor shall be entitled and obligated to record the cardholder maximum monetary limit of Recurring payments at the authentication of the first transaction and validate monetary limit on the processing of Recurring payments. The Card Processor rejects the processing of Recurring payments in case cardholder maximum monetary limit is exceeded.

8. RENTAL CHARGES AND MAINTENANCE SERVICE

- 8.1. The Merchant shall pay Nets rental charges pursuant to the price list in Appendix 2 to the Agreement form.

The calculation of rent shall not be influenced by the extent to which the Merchant used (if at all) the Payment terminal or E-Payment terminal for accepting card payments.

The Merchant shall pay rental charges monthly. Nets shall present a settlement notification/invoice to the Merchant regarding the rent payable. The charges stated in the settlement notification/invoice will be drawn from the next settlement made under merchant agreement and deriving from the Merchant's card turnover. Nets shall assess a fine for delay of 0.2 % (zero point two per cent) of the overdue amount for each delayed day. If Nets is unable to draw the charges from the next settlement, Nets will invoice the Merchant for the charges.

- 8.2. If according to Nets' valuation, the repair of Payment terminal is not feasible, the Merchant is obliged to indemnify Nets for the residual value of the Payment terminal. A three-year depreciation period shall be used to calculate the residual value of the Payment terminal. To indemnify the residual value, Nets shall present an invoice to the Merchant.

Upon compensation of the residual value, the ownership right to the Payment terminal shall be transferred to the Merchant.

9. BLOCKING THE PAYMENT TERMINAL AND E-PAYMENT TERMINAL, CANCELLATION OF A TRANSACTION

- 9.1. Nets shall have the right to block the use of the Payment terminal or E-Payment terminal, if Nets has sufficient grounds to believe that one or several circumstances, listed below, have incurred:

- the Merchant fails to comply with the authorization requirements;
- the Merchant is using the Payment terminal in a place other than the Merchant Outlet, indicated in the Agreement form, or is using the E-Payment terminal solution and offers goods and/or services on an Internet website that is not the Merchant Outlet, indicated in the Agreement form;
- the Merchant allows any other third party (incl. its own subsidiaries) to use the Payment terminal;
- the Merchant's Payment terminal or E-Payment terminal is being abused or there is a threat of abuse;
- the Merchant has changed its area of business, indicated in the Agreement form, without giving Nets a prior notice;
- the user name and password have become available to unauthorized persons or disclosed by some other means;
- circumstances, specified in clauses 5.4 and 5.5 of the terms and conditions incur;
- the Merchant has not paid rental charges in accordance with section 8. Rental charges and maintenance service.

- 9.2. The Merchant can cancel a Payment terminal transaction in compliance with the Card acceptance requirements, established by the Card Processor.

- 9.3. For the cancellation of an E-Payment terminal transaction, the Merchant will communicate a respective request to the Card Processor, indicating the information of the transaction and the reason for cancellation. The Merchant will be required to notify the cardholder, requesting the refund of the transaction value, about the cancellation.

10. TERM, TERMINATION AND EXPIRY OF THE AGREEMENT

- 10.1. The Agreement shall enter into force on signing and remain in force without a term.
- 10.2. The Agreement shall expire:
- upon written agreement of the Parties;
 - at the initiative of a Party informing the other Party, in writing thereof at least one month in advance;
 - at the initiative of a Party without an advance notice if the other Party is in material breach of the Agreement, including being in breach of any payment obligation stated in section 8 Rental charges and maintenance service;
 - upon expiry of the agreement for acquiring referred to in clause 2.1.
- 10.3. The expiry of the Agreement, regardless of the grounds of the expiry, shall not release the Parties from the fulfilment of their contractual obligations arising from the Agreement.
- 10.4. The Merchant shall return the Payment terminal to the Terminal Vendor within five days of the expiry/termination of the Agreement, together with accessories and the documentation related to the Payment terminal, in the condition in which it was delivered, considering normal wear and tear. The Merchant shall not be compensated for improvements made to the Payment terminal which cannot be removed without damaging the Payment terminal.
- A respective Instrument of delivery and receipt shall be signed upon return of the Payment terminal.
- 10.5. An Agreement, concluded for the use of an E-Payment terminal, will be construed as automatically terminated, if the Card Processor has not issued the Merchant an E-Payment Terminal Certificate within the period of six months as of the conclusion of the Agreement.
- 10.6. The Terminal Vendor shall specify the technical condition of the Payment terminal within 10 (ten) days of its returning. If the condition of the Payment terminal does not conform to the requirements specified in the previous clause, Nets shall notify the Merchant within 20 (twenty) days of the return of the Payment terminal and present a corresponding demand for compensation, which shall be payable within 14 days.

11. LIABILITY OF THE PARTIES

- 11.1. The Merchant is obliged to compensate Nets for the calculated residual value of the Payment terminal upon destruction, loss, theft of the Payment terminal and other such cases.
- 11.2. If the Payment terminal returned by the Merchant is in a condition worse than the condition described in clause 10.4, the Merchant is obliged to compensate Nets for the calculated residual value of the Payment terminal or the reinstatement value pursuant to the calculation presented by Nets.
- 11.3. If the Merchant does not return the Payment terminal during the term specified in clause 10.4, the Merchant is obliged to pay contractual penalty of EUR 6,40 (six euros and forty cents) for each delayed day. In case the Merchant does not return the Payment terminal voluntarily, then the Merchant shall remedy the costs borne by Nets or the Terminal vendor from returning the Payment terminal.
- 11.4. Under no circumstances will Nets be liable for any indirect or incidental loss, operating losses, consequential damages, claims by third parties and/or lost data, profits, revenue, customers, goodwill or interest.

Nets' maximum liability for direct damages shall be limited to a sum that is equivalent to the rental charges that the Merchant has paid for the under the agreement in the six (6) months prior to the damage.

12. FINAL PROVISIONS

- 12.1. All amendments and addenda to the Agreement, except for the amendments stipulated in clause 14.2, 15.2, 15.3, 16.2 and 16.3, shall be in written form and signed by the Parties.
- 12.2. Nets may assign the Agreement to a company in the Nets Group without the Merchant's consent. Nets is entitled, without the Merchant's consent, to assign the Agreement to a third party if Nets sells the activities covered by the Agreement to the third party in question, whether in whole or in part. In such cases, the Agreement will continue in force, without changes, with the new owner entering into Nets' place as the contracting party.

13. DATA PROTECTION

- 13.1. Personal data of individuals related to the Merchant (contact persons, etc.) will be processed by Nets as data controller i) in order to provide the services and fulfil the obligations under the Agreement, ii) for making customer analyses and business follow-up, iii) for making business and methods development as well as carrying out risk assessment and management, iv) for marketing purposes (subject to applicable law) of Nets group companies towards the Merchant, v) in relation to recordings of calls as set out in the terms and conditions of this Agreement and for the purposes set out therein, and vi) to check the Merchant's credit rating in accordance with the terms and conditions of this Agreement. The personal data include

details of contact persons processed for the purposes of onboarding, support, etc. The Merchant accepts an obligation to inform its employees and other representatives about the disclosure, etc. of personal data to Nets as part of the Agreement for the above purposes and that information about the processing of personal data by Nets can be found on Nets' website. A list of the companies that are in the same group as Nets can also be found on Nets' website.

- 13.2 Personal data of individuals who are customers of Merchant will be processed by Nets as data processor on behalf of the Merchant. The personal data include Transaction data, including card and other payment data. This processing is governed by the Data Processing Agreement, which is part of this Agreement and available at www.nets.eu/payments/terms.

14. SPECIAL TERMS AND CONDITIONS FOR MERCHANTS IN ESTONIA

The terms of this section 14 apply to Merchants in Estonia. The general terms and conditions also apply. In case of conflict between the general terms and conditions and the terms laid down in this section, the terms of this section will take precedence.

Nets operates in Estonia by Nets Denmark A/S Eesti filiaal, reg.nr. 12951516.

14.1 Applicable law and resolution of disputes

- 14.1.1 Estonian law shall be applied to the Agreement.
- 14.1.2 Any disputes arising out of or related to the Agreement shall be resolved as a first instance by the Harju County Court.

14.2 Changes to prices and the Agreement

- 14.2.1 Nets shall have the right to change the Agreement, including the price list specified in Appendix 2 to the Agreement and the terms and conditions, unilaterally by notifying the Merchant at least 30 (thirty) days in advance in writing. Such notification may be issued by e-mail. Shorter notice may be given, if such modification is in response to requirements on the part of public authorities, acquirers or other payment service providers or the card organisations or for important security reasons. Notice is not required if the change is of minor importance or advantageous to the Merchant. If the Merchant does not consent to the changes, the Merchant shall have the right to terminate the Agreement before the changes take effect. In case the Merchant has not terminated the Agreement prior to the date the changes took effect, it will be assumed that the Merchant has agreed with the changes.

15. SPECIAL TERMS AND CONDITIONS FOR MERCHANTS IN LATVIA

The terms of this section 15 apply to Merchants in Latvia. The general terms and conditions also apply. In case of conflict between the general terms and conditions and

the terms laid down in this section, the terms of this section will take precedence.

Nets operates in Latvia by Nets Denmark A/S, Latvian Branch, reg.nr. 40203090511.

15.1 Applicable law and resolution of disputes

- 15.1.1 Latvian law shall be applied to the Agreement.
- 15.1.2 Any disputes arising out of or related to the Agreement shall be resolved by the courts of Republic of Latvia

15.2 Changes to prices and the Agreement

- 15.2.1 Nets shall have the right to change the Agreement, including the price list specified in Appendix 2 to the Agreement and the terms and conditions, unilaterally by notifying the Merchant at least 60 (sixty) days in advance in writing. Such notification may be issued by e-mail. Shorter notice may be given, if such modification is in response to requirements on the part of public authorities, acquirers or other payment service providers or the card organisations or for important security reasons. Notice is not required if the change is of minor importance or advantageous to the Merchant. If the Merchant does not consent to the changes, the Merchant shall have the right to terminate the Agreement before the changes take effect. In case the Merchant has not terminated the Agreement prior to the date the changes took effect, it will be assumed that the Merchant has agreed with the changes.

15.3 Termination of the Agreement

- 15.3.1 Nets is entitled to terminate the Agreement with 60 (sixty) days' written notice.

16. SPECIAL TERMS AND CONDITIONS FOR MERCHANTS IN LITHUANIA

The terms of this section 16 apply to Merchants in Lithuania. The general terms and conditions also apply. In case of conflict between the general terms and conditions and the terms laid down in this section, the terms of this section will take precedence.

Nets operates in Lithuania by Nets Denmark A/S Lietuvos filialas, reg.nr. 304137914.

16.1 Applicable law and resolution of disputes

- 16.1.1 Lithuanian law shall be applied to the Agreement.
- 16.1.2 Any disputes arising out of or related to the Agreement shall be resolved by the courts of Republic of Lithuania.

16.2 Changes to prices and the Agreement

- 16.2.1 Nets shall have the right to change the Agreement, including the price list specified in Appendix 2 to the Agreement and the terms and conditions, unilaterally by notifying the Merchant at least 60 (sixty) days in advance in writing. Such notification may be issued by e-mail. Shorter notice may be given, if such modification is in response to requirements on the part of public authorities, acquirers or other payment service providers or the card organisations or for important security reasons.

Notice is not required if the change is of minor importance or advantageous to the Merchant. If the Merchant does not consent to the changes, the Merchant shall have the right to terminate the Agreement before the changes take effect. In case the Merchant has not terminated the Agreement prior to the date the changes took effect, it will be assumed that the Merchant has agreed with the changes.

16.3 Termination of the Agreement

16.3.1 Nets is entitled to terminate the Agreement with 60 (sixty) days' written notice.



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