

**Easy**

# Payment Method Terms – **Klarna**

FEBRUARY 2024

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## 1. Introduction

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- 1.1. The terms of this document only apply to Nets' delivery of Klarna Payment Methods to the Merchant. The General Terms also apply.
- 1.2. Nets shall only deliver Klarna Payment Methods 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 Payment Method 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

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- 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:

### **Checkout API**

The designated API (Application Programming Interface) for access, integration and use of Services. Description of API functionality is available on Nets' website (<https://developer.nexigroup.com/nexi-checkout/en-EU/api/>).

### **Klarna**

Klarna Bank AB - a bank and different business entities within the Klarna corporate group (i.e. a person or entity directly or indirectly controlling, being controlled by, or under common control with Klarna Bank AB (publ), 556737-0431, Sveavägen 46, SE-111 34 Stockholm, Sweden). Any entity part of the Klarna corporate group may herein separately and collectively be referred to as "Klarna". Klarna Bank AB is subject to the regulation and supervision of the Finansinspektionen/Swedish Financial Supervisory Authority.

### **Klarna Payment Methods**

At each time offered payment methods to End Customers by Klarna via the Checkout Interface or Checkout API, e.g. Klarna Pay Now (AMEX, VISA and Mastercard, A2A, mobile wallets), Invoice and Installments.

### **Klarna Scheme Rules for Merchants**

The rights and obligations set out at [https://cdn.klarna.com/1.0/shared/content/legal/terms/en/MoR\\_Scheme\\_Rules#1](https://cdn.klarna.com/1.0/shared/content/legal/terms/en/MoR_Scheme_Rules#1) as updated from time to time, which Merchant shall at all times fulfil and comply with.

### **Klarna Shipping Policy**

The requirements and obligations set out at <https://klarna.com/shipping-policies> as updated from time to time, which Merchant shall at all times fulfil and comply with.

### **Klarna's Ethical Instructions**

Klarna's ethical instructions, which include prohibited and restricted use of Klarna services as set out at [https://cdn.klarna.com/1.0/shared/content/policy/ethic/en\\_gb/merchant.pdf](https://cdn.klarna.com/1.0/shared/content/policy/ethic/en_gb/merchant.pdf) as updated from time to time, which Merchant shall at all times fulfil and comply with.

### **Klarna Data Privacy Policy**

Klarna will process the personal data it holds to carry out its relationships with the End Customers in line with its applicable privacy notices.

- 2.3. Further terms are defined in the following Payment Method Terms.

## 3. Nets' Role

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- 3.1. In accordance with these Payment Method Terms and the Agreement, Nets will assign right to receive payments of Merchant Receivables accepted for processing by Nets to Klarna. Klarna assumes the sole right to receive payments from End Customers concluding purchases using Klarna Payment Methods. Klarna settles payments to Nets.  
  
Defective Receivables will be subject to retransfer to Merchant and refunding in accordance with these Payment Method Terms.
- 3.2. Nets may in accordance with the Agreement and as set out in these Payment Method Terms deduct fees, charges, prices etc. from the payment for Merchant Receivables or in relation to Defective Receivables charge for retransfer and refunds to Nets, before settling with the Merchant.
- 3.3. Nets will in respect of delivery of Klarna Payment Methods to the Merchant (i) ensure that payment with Klarna Payment Methods is available as a Payment Method in the Checkout Interface or Checkout API, (ii) receive payments for Merchant Receivables from Klarna and settle funds to Merchant and (iii) fulfil Nets' other obligations as set out in these Payment Method Terms.
- 3.4. For the avoidance of doubt, it is noted that Klarna is not a party to the Payment Service Contract. Nets is Merchant's sole contracting party for Klarna Payment Methods.

## 4. General Requirements

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- 4.1. It is a requirement for the Merchant's acceptance of Klarna as a Payment Method that the Merchant at all times fulfils rules and regulations of Klarna, such as Klarna Scheme Rules for Merchants, Klarna Shipping Policy and Klarna's Ethical Instructions.

## 5. Liability

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- 5.1. The Merchant is aware of and confirms, that:
- a) Klarna is dependent on the full functionality of third-party systems, primarily banks, and that Nets does not guarantee the functionality of its service in the event of failures, malfunctions or adjustments within such third-party systems;
  - b) Transaction speeds may be affected in the event of significant peaks of Transaction volumes initiated under a short period of time or during planned maintenance of Klarna; and
  - c) Nets does not assume any liability in case of the Merchant suffering any damage due to non-functionality of such third-party systems or during significant peaks of Transaction volumes or during planned maintenance.
- 5.2. The Merchant cannot raise any claim based on the Agreement against Klarna or other third parties.

## 6. Klarna Payment Method

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- 6.1. The Merchant shall submit any receivables for assignment in accordance with these Payment Method Terms, against its End Customers potentially arising from agreements to be concluded between the Merchant and the End Customer in the Checkout Interface or via Checkout API where the End Customer has opted for Klarna Payment Methods, for approval by Nets ("Payment Request").

Nets shall evaluate the probability of payment of the offered receivables in cooperation with Klarna (scoring, cf. [Section 7](#)) in real time and inform the Merchant whether the receivable has been accepted for processing by Nets in accordance with these Payment Method Terms ("Payment Acceptance") or whether processing by Nets has been rejected ("Rejection").

In the case of Payment Acceptance, the End Customer can conclude the agreement with the Merchant in the Checkout Interface with the selected Klarna Payment Method ("Customer Contract").

By concluding the Customer Contract, Nets will assign the sole right to receive payment under Customer Contract to Klarna and Merchant waives any right to receive payment of the claim from the End Customer. The right to receive payment of the claim from End Customers under a Customer Contract is hereinafter referred to as ("End Customer Claim").

Klarna assumes the sole right to receive payments for the End Customer Claim together with assignment of all Ancillary Rights (as defined below). ("Individual Receivables Assignment")

- 6.2. Nets will settle received payment of the End Customer Claim to Merchant, provided that the claim meets the following criteria as a whole ("Nets Payment Obligation"):

- 6.2.1. a Payment Acceptance is available; and
- 6.2.2. the End Customer Claim is in EUR, SEK, NOK, DKK or at each time supported and agreed currencies (list of supported currencies is available on request); ("Merchant Receivable(s)")
- 6.3. Merchant Receivable include the shopping cart value owed by the End Customer from the Customer Contract plus any shipping costs incurred and include statutory value added tax ("Nominal Amount"). If applicable, the Merchant Receivable also include, in addition to the Nominal Amount, any interest receivables owed by the End Customer for the payment of the Merchant Receivable in instalments ("Interest") and, if applicable, any fees for conclusion of the Customer Contract.
- 6.4. Nets' prices and fees for providing Klarna Payment Method is set out in the Agreement and Nets settles Merchant in accordance with Section 2.5 (Settlement) in Nets General Terms and Conditions, if not otherwise agreed in writing.

## 7. Scoring procedure

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- 7.1. In cooperation with Klarna, Nets shall carry out a software-based scoring process to determine the probability of payment for all Merchant Receivables. During the scoring process, the End Customer's identity, creditworthiness and likelihood of fraud are assessed on the basis of risk settings for individual transactions. A decision (Rejection or Payment Acceptance) is made for each Payment Request based on the respective risk settings. Nets is entitled to adjust the risk settings and change the scoring procedure at any time without consent of the Merchant in order to minimise the risk of fraud or default in payment.
- 7.2. The Merchant is required to transmit the required data via the Checkout API/Checkout Interface or as instructed in writing by Nets. The required data includes (non-exhaustive list):
- 7.2.1. End Customer data (in particular personal data such as first name, surname, date of birth, invoice and delivery address, e-mail address, telephone numbers);
  - 7.2.2. Transaction data, in particular shopping cart items and prices; and
  - 7.2.3. Technical data, in particular IP address and device information (such as information on device finger printing).
- 7.3. If Nets deems further data to be necessary for the scoring process, Nets shall coordinate with the Merchant to transfer the data to Nets in a suitable form. The Merchant may only refuse to consent to the transfer for good cause (e.g. legal inadmissibility).
- 7.4. Nets is obliged to comply with the Customer's rights in connection with the scoring procedure in accordance with applicable data protection law (e.g. rights to information, transfer and erasure of data). Klarna and other external service providers who are involved in the scoring process

and who themselves act as data controllers are disclosed to End Customers in the Klarna Data Privacy Policy.

## 8. Merchant Receivables and Ancillary Rights

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- 8.1. Subject to the conditions precedent in [Section 6.1](#) of these Payment Method Terms, the Merchant hereby grants Nets the right to act on behalf of Merchant for assignment of the sole right to receive payments of all future Merchant Receivables, including all Ancillary Rights (as defined below), to Klarna.
- 8.2. "Ancillary Rights" in relation to the Merchant Receivables refer to:
  - 8.2.1. rights relating to securities and collateral for Merchant Receivables;
  - 8.2.2. receivables from transport and default insurance;
  - 8.2.3. contingent claims of the Merchant as well as claims for the surrender or repossession from a direct possessor;
  - 8.2.4. priority claims, design rights, rights of withdrawal and rights of appeal as well as all other legal positions, interest claims, claims for compensation, warranty claims, claims for contractual penalties against Customers or third parties who are the direct owners of the goods; and/or
  - 8.2.5. other claims against third parties relating to the Merchant Receivables (such as trade credit, transport, burglary, theft and fire insurance, claims against central regulators and purchasing associations, claims against carriers), as well as all other ancillary rights or other ancillary rights in connection with the Merchant Receivables and/or the underlying legal transactions and contracts.
- 8.3. In each case regardless of whether these are transferred together with the Merchant Receivables by virtue of law in accordance with Section 401 BGB, if applicable.
- 8.4. Additional or new receivables against the End Customer from the reversal of Customer Contracts (such as return costs) are not Ancillary Rights. These receivables are not transferred from the Merchant to Nets within the scope of the Merchant Receivables.
- 8.5. The assignment of the respective Merchant Receivables described in [Section 8.1](#) of these Payment Method Terms, including all aforementioned Ancillary Rights, is subject to the condition precedent of the conclusion of an Individual Receivables Assignment for the respective Merchant Receivables in accordance with [Section 6.1](#) of these Payment Method Terms.
- 8.6. In the case of Merchant Receivables which the Merchant has already assigned to a supplier of goods within the scope of an extended retention of title, the transfer of receivables, including all Ancillary Rights, takes place at the point in time at which the Merchant Receivables pass back to the Merchant due to the lapse of the extended retention of title (in particular by settling the goods supplier's claims or waiver of the security).

- 8.7. If there are doubts as to the effectiveness of the assignment of the Merchant Receivables, including all Ancillary Rights, and if this requires a further declaration or action on the part of the Merchant, the Merchant shall make this declaration or perform this action.

## 9. Collection risk and recovery

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- 9.1. Without prejudice to [Section 12](#), Nets is only liable to settle Merchant Receivables that (i) cannot be recovered in whole or in part from the respective End Customer due to the End Customer's insolvency (del credere) or (ii) does not effectively exist due to a case of Fraud. "Fraud" specifically refers to cases in which Nets has sent a Payment Acceptance and it turns out that the transaction in question was initiated by a third party who is using the identity of an End Customer in a fraudulent manner.
- 9.2. The End Customer's insolvency is presumed if the End Customer does not pay within one hundred twenty (120) calendar days of the due date, unless the End Customer disputes their payment obligation before or after the aforementioned deadline.
- 9.3. Klarna is responsible for the collection and enforcement of the Merchant Receivables and bears all costs incurred in connection with this.
- 9.4. Nets shall settle the agreed Compensation for the Merchant Receivables, irrespective of whether Klarna decides to enforce respective Merchant Receivables.
- 9.5. If Merchant Receivables cannot be collected in accordance with Section 17 German Value Added Tax Act ("UStG"), Nets may provide the Merchant with a detailed record listing the respective Merchant Receivables which cannot be collected, so that a claim for repayment of the value added tax against the tax office can be justified. Upon provision of the above mentioned record, Nets is entitled to request payment from the Merchant of the value added tax paid to the Merchant for settled funds. If the End Customer settles the Merchant Receivable after the value added tax adjustment by the Merchant, Nets shall inform the Merchant so that the Merchant can take the adjustment into consideration in its value added tax return in accordance with Section 17 UStG. Nets shall pass on the value added tax paid by the End Customer to the Merchant.

## 10. End Customer invoicing

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- 10.1. Klarna upon the assignment of the Merchant Receivable, is responsible for invoicing the End Customer. Upon request the Merchant shall inform the End Customer that receivables have been assigned to Klarna as the payee.
- 10.2. The Merchant is not permitted to charge End Customers an additional fee in the form of a surcharge for using the Klarna Payment Methods. Section 675f (6) BGB in German legislation, if applicable, remains unaffected.

## 11. Dealing with End Customer Objections and Fraud Reports, Dunning Blocks

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- 11.1. The Merchant undertakes to receive and process any claims from End Customer relating to the product/service. Such claims are to be settled directly between the Merchant and the End Customer and should not involve Nets. The Merchant must not include a clause in its terms and conditions that prevent or limit the End Customer from raising claims against the Merchant, or that refer the End Customer to a third party for claim handling.
- 11.2. If an End Customer contacts Nets with a Customer Objection relating to the guaranteed service according to the Customer Contract ([Section 13.1.6](#) of these Payment Method Terms), Nets shall ask the End Customer to contact Merchant directly with their Customer Objection.
- 11.3. If a recipient of the End Customer communication contacts the Merchant to report that a Customer Contract was not concluded by the End Customer or at their instigation ("Fraud Report"), the Merchant is obliged to report such fraud immediately to Nets and stating the relevant Merchant Receivables. In the case of a Fraud Report, Nets shall take over the further processing of the case.
- 11.4. If Nets requests the Merchant to submit documentation for the Merchant Receivable in connection with a dispute raised by the End Customer, the Merchant must provide Nets with documentation of the Merchant Receivable. If the Merchant fails to provide documentation by the time limit specified in the request (two to seven (2-7) calendar days, at Nets own discretion), Nets may uphold the claim and offset or deduct the disputed amount against/from the Merchant's account.
- 11.5. If clarification between the Merchant and the End Customer leads to the conclusion that a Customer Objection is justified or if the Merchant grants the End Customer a right of withdrawal, the Merchant shall inform Nets via the Checkout API, or as otherwise instructed by Nets, by reporting a payment change request.  
  
The confirmation sent via the Checkout API to the Merchant is deemed to be a declaration of withdrawal from Nets in accordance with [Section 15.3](#) of these Payment Method Terms. To clarify, this rule does not apply to Fraud Reports. Unless otherwise agreed between Nets and the Merchant, the reversals of services provided by the Merchant for the End Customer (in part or in whole) takes place directly between the Merchant and the End Customer only, even in the case of Merchant Receivables fully served by the End Customer.
- 11.6. If the clarification between the Merchant and the End Customer leads to the conclusion that a Customer Objection is unjustified, the Merchant shall inform Nets immediately. The notification must include the relevant Merchant Receivables, the Documentation (cf. [Section 12.2](#) of these Payment Method Terms) as well as a reason. If, within the scope of the recovery process for Merchant Receivables, it is established that a Customer Objection was justified even though the Merchant reported the Customer Objection to Nets as unjustified, Nets can withdraw from the Individual

Receivables Assignment in accordance with [Section 15.3](#) of these Payment Method Terms. This rule also applies accordingly in cases where the Merchant has not reported a Customer Objection or the assessment of a Customer Objection to Nets or has not done so in good time.

- 11.7. The Merchant is also obliged to inform Nets immediately as soon as it experiences any delays with shipping, the delivery of orders or the processing of returns or Customer Objections.

## 12. Information requirements / further support

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- 12.1. The Merchant shall inform Nets about any reversals, cancellations, returns, reductions, Defective Receivables or other changes immediately in a payment change request.
- 12.2. Within two (2) calendar days of a request to do so by Nets, the Merchant shall transfer to Nets all information, records and documents available to the Merchant or a representative of the Merchant which are necessary or useful for the verification and enforcement of the Merchant Receivables ("Documentation").
- 12.3. Should Nets require additional, special evidence or documents which are necessary for enforcement (especially judicial enforcement) of the Merchant Receivables, the Merchant shall provide these documents within time limit required by Nets, provided that the Merchant or a vicarious agent appointed by the Merchant is in possession of the required documents.
- 12.4. If Nets informs the Merchant after the conclusion of the Customer Contract that there is suspicion of fraud or another criminal offence (in particular money laundering) due to a subsequent fraud check, the Merchant must immediately cancel the Customer Contract if possible and in particular prevent the dispatch of goods. If cancellation is no longer possible or the goods have already been dispatched, the Merchant shall support Nets in enforcing all civil and criminal claims, in particular by providing all of the data available to the Merchant.
- 12.5. If the Merchant receives payments in connection with the Merchant Receivables, the Merchant shall reject the payments received and notify the payer that the payments must be made to Klarna instead.

## 13. Guarantees

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- 13.1. Upon conclusion of these Payment Method Terms, as well as upon each conclusion of an Individual Receivables Assignment, the Merchant shall assure by means of an independent guarantee promise and guarantee that at the time of the conclusion of an Individual Receivables Assignment:
  - 13.1.1. the Merchant Receivables fulfil the criteria described in [Section 6.2](#) of these Payment Method Terms;

- 13.1.2. the Merchant Receivables exist;
- 13.1.3. the Merchant Receivables have not yet been assigned or transferred to third parties, unless this assignment was made in accordance with a customary retention of title agreed between the Merchant and the respective goods supplier;
- 13.1.4. the Merchant is the owner of the Merchant Receivables, the Merchant is permitted to assign the Merchant Receivables and the Merchant Receivables are free from third party rights;
- 13.1.5. the Merchant Receivables are not subject to any third-party liability claims, including but not limited to claims of extended title or pledges and in particular claims according to Section 13c UStG in German legislation (if applicable);
- 13.1.6. the service resulting from the Customer Contract shall be provided in full, on time and free of defects and no objections or defences can be raised against the Merchant Receivables due to other contractual relationships between the Merchant and the End Customer;
- 13.1.7. the Merchant Receivables are not based on a Customer Contract for an (i) Excluded Service, (ii) Restricted Service without the consent of Nets in accordance with [Section 14.5](#) of these Payment Method Terms or (iii) services which infringe other moral, are illegal or infringe third-party property rights, in particular copyright or trademark rights.

## 14. Excluded Services and Restricted Services

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- 14.1. The services listed in Schedule A to these Payment Method Terms have been defined as a part of Klarna's Ethical Instructions on what ethical stance to make for products, services and practices in partnerships which the Merchant shall comply with. The lists with items in Schedule A are not exhaustive, hence Nets and/or Klarna may in sole discretion decide on businesses, concepts, products and services that are not allowed to process via Klarna Payment Method.
- 14.2. Use of the Klarna Payment Methods are **excluded** for goods and services in the industries and/or business sectors listed in Schedule A as Excluded Services.
- 14.3. Use of the Klarna Payment Methods are **restricted** for goods and services in the industries and/or business sectors listed in Schedule A as Restricted Services.
- 14.4. In addition, all products and services that utilize card payments also need to fulfil AMEX, Mastercard and VISA scheme rules.
- 14.5. If and to the extent that the Merchant intends to offer the Klarna Payment Methods for Restricted Services to End Customers, the Merchant shall obtain prior written consent of Nets.

## 15. Retransfer and refund of Merchant Receivables

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- 15.1. An Individual Receivables Assignment shall be retransferred and refunded in accordance with this [Section 12](#) of these Payment Method Terms if and insofar that the Merchant Receivables fulfil one of the criteria specified in [Section 15.2](#) of these Payment Method Terms ("Defective Receivables") and Nets request for retransfer and refund related to an Individual Receivables Assignment in accordance with the process described in [Section 15.3](#) of these Payment Method Terms ("Nets Retransfer and Refund").
- 15.2. Defective Receivables exist under the following conditions:
  - 15.2.1. An End Customer effectively exercises their statutory right of withdrawal with regard to the Customer Contract or effectively withdraws from the Customer Contract on the basis of a contractual right of withdrawal granted by the Merchant (such as a 100-day right of return);
  - 15.2.2. An End Customer exercises a right of withdrawal granted by a Merchant in an individual case or an End Customer raises a justified Customer Objection in relation to the guarantee in accordance with [Section 13.1.6](#) of these Payment Method Terms (cf. [Section 11](#) of these Payment Method Terms);
  - 15.2.3. The Merchant does not transfer the Documentation within stipulated time in accordance with [Section 12.2](#) of these Payment Method Terms or does not transfer additional special evidence or documents to Nets within fourteen (14) calendar days of being requested to do so by Nets; If Merchant has deviated from Klarna's Shipping Policy, as well as Claims relating to goods/services which cannot be delivered in accordance with such Shipping Policy (e.g. digital downloads);
  - 15.2.4. The Merchant delivered the goods after Nets informed the Merchant that there was a suspicion of fraud and despite the fact that the Merchant could have prevented the delivery by reacting immediately to such a notification;
  - 15.2.5. The data specified in [Section 7.2.1](#) of these Payment Method Terms changed after the Payment Acceptance was transferred;
  - 15.2.6. The Customer Contract was concluded with an End Customer who is not of legal age;
  - 15.2.7. The Merchant Receivables are not governed by Swedish, Norwegian, Danish, German, Austrian, Swiss or Dutch law or any other applicable national law expressly accepted by Nets; or
  - 15.2.8. The Merchant violates a guarantee relating to the Merchant Receivables in accordance with [Section 13](#) (Guarantees), of these Payment Method Terms.
- 15.3. In the event of Defective Receivables, Nets Retransfer and Refund takes place as follows:
  - 15.3.1. Nets sends the Merchant a list of the relevant Defective Receivables (including the transaction ID) as a declaration of withdrawal.
- 15.4. As a result of Nets Retransfer and Refund, the respective Individual Receivables Assignment is (in some cases partially)

reversed and the Merchant owes the repayment of the settled Compensation for the respective Merchant Receivables to Nets as well as reimbursement of any collection costs or any fees or costs imposed by Klarna on Nets in accordance with Klarna Scheme Rules. [Section 9.3](#) of these Payment Method Terms does not apply in this case.

- 15.5. Under the condition precedent that the Nets Retransfer and Refund according to [Section 15.3](#) of these Payment Method Terms is declared in relation to the relevant Defective Receivables, Nets hereby assigns all current and future Defective Receivables (unless otherwise extinguished by operation of law) to the Merchant, and the Merchant hereby accepts this assignment.
- 15.6. If the End Customer has already made payments on Defective Receivables to Nets before Nets' Withdrawal, Nets may, at its own discretion, refund the End Customer on behalf of and for the Merchant instead of to the Merchant in the event of Nets' Withdrawal. The refund to the End Customer discharges the debt in the relationship between Nets and the Merchant.

## 16. Restriction of the Klarna Payment Methods / Safeguarding Measures

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- 16.1. Nets is entitled to temporarily block or suspend the use of the Klarna Payment Methods for the Merchant if Klarna obliges Nets to do so due to a change in e.g. the law or a judicial, official or supervisory decision. In this case, the Nets is entitled to terminate the Klarna Payment Method in connection with Merchants with immediate effect.
- 16.2. Nets' Payment Obligation according to [Sections 6.1](#) and [6.2](#) of these Payment Method Terms does not apply in relation to Merchant Receivables which, following an Individual Receivables Assignment, would count as Defective Receivables under the conditions of [Sections 15.2.1](#) to [15.2.8](#) of these Payment Method Terms.
- 16.3. Nets is entitled to take the measures stipulated in the General Terms and Conditions (cf. Section 3.9 Risk assessment and 3.10 Changes in the Merchant's circumstances) and/or any corresponding measures instructed by Klarna or following from Klarna Scheme Rules ("Safeguarding Measures").

## 17. Data protection

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- 17.1. The Merchant undertakes to handle data with care and adhere to all relevant legislation and judicial regulations. The Merchant shall act in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons (GDPR) when handling personal data.
- 17.2. Neither Party is processing Personal Data on behalf of the other Party in connection with Nets' delivery of the Klarna Payment Methods to the Merchant.
- 17.3. Information on Nets' general handling of Personal Data is stated in Section 4 (Data Protection) of the General Terms.

## 18. Termination or suspension

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- 18.1. Nets is entitled to suspend the offering of Klarna Payment Methods to Merchants and/or terminate the Payment Service Contract with regard to the provision of Klarna Payment Methods with a Merchant if the respective Merchant no longer meets these Payment Method Terms (including e.g. Klarna Scheme Rules and Shipping Policy) for Merchants.
- 18.2. Nets is entitled to suspend if Klarna requests Nets to terminate or suspend a specific Payment Service Contract.
- 18.3. Klarna is entitled to check the correct implementation of the Klarna Scheme Rules for Merchants by the Merchant. Klarna shall inform Nets in the event of incorrect implementation by the Merchant. Nets shall ask the Merchant to comply with the checkout requirements and demand compliance within the period specified by Klarna. Nets may immediately disable the Merchant on the Platform at the request of Klarna until the Merchant can prove the correct implementation of the checkout requirements.

## 19. Miscellaneous

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- 19.1. These Payment Method Terms for Merchants are subject to the law as set out in the General Terms and Conditions.
- 19.2. (Applicable only in DACH region) These Klarna Rules for Merchants do not constitute a contract in favour of third parties within the meaning of Section 328 BGB or a contract with protective effect in favour of third parties. Third parties, especially End Customers, are not entitled to derive claims or rights from these Klarna Payment Method Terms.
- 19.3. If Nets does not exercise or assert any of the rights or any of the provisions of these Payment Method Terms for Merchants, this shall not be deemed to be a waiver of such rights or provisions.
- 19.4. After termination of the Payment Service Contract in relation to these Payment Method Terms for Merchants, Nets and the Merchant remain entitled and obliged to process Merchant Claims which have already arisen from Individual Receivables Assignments but have not yet been fully processed in accordance with these Payment Method Terms for Merchants.
- 19.5. (Applicable only in DACH region) The Parties agree that Section 675f (5) 2 BGB (German Civil Code) (fee for payment services), Section 675h BGB (ordinary termination of a framework contract on payment services), Section 675y BGB (liability of the payment service provider in case of non-execution or defective execution of a payment order; obligation to make enquiries), Section 675z BGB (other claims in case of non-execution or erroneous execution of a payment order or an unauthorised payment transaction) and Section 676 BGB (proof of execution of payment transactions) – insofar that these even apply to these Klarna Payment Method Terms – are hereby waived.



## SCHEDULE A

This Schedule is included for ease of reference. Klarna Scheme Rules, including at each time updated list of excluded and restricted services apply.

### EXCLUDED SERVICES

#### Abuse of Klarna Payment Method

- A. Content, products, marketing or services encouraging or in other ways inappropriately related to hate, violence, racism or discrimination
- B. Delivery methods that may cause suffering to animals
- C. Possession or association with sites, products or services which are contrary to these instructions
- D. Products, services or practices that encourage crime or may provide support to illegal activities, e.g. unregistered/un-authorized weapons or products and services that support extremist or terror actions or organizations
- E. Products or services, or practises which are intended to cause danger, injury or suffering to humans or animals
- F. Trade with protected animals or plants or products originating from protected animals or plants

#### Adult content

- G. Prostitution and escort services, sexually oriented massage parlors; gentleman's clubs, topless bars, and strip clubs
- H. Products or services (including images and marketing) related to pedophilia, non-consensual sexual behavior, sexual exploitation of a minor, non-consensual mutilation of a person or body part
- I. Products related to bestiality
- J. Negative response marketing
- K. Practices misleading or deceiving consumers or discarding or avoiding consumer protection laws
- L. Pyramid type schemes for marketing, distribution and sales

#### Drugs and legally derived substances and products

- M. Illegal drugs and substances (or substitutes to such), and products typically used for manufacturing or using such products
- N. Products or services associated with illegal drugs
- O. Pseudo pharmaceuticals
- P. Substances designed to mimic illegal drugs
- Q. Financial and legal services
- R. Financial advice and investment services,
- S. Financial services provided without appropriate licenses as required by law

- T. Financial services, including Down payment, High risk securities, Share dealing services ('Tipser') Short term payday loans, Tax evasion services, Timeshares

- U. Legal advice and services

#### Gambling

- V. Gambling, betting or lotteries provided without appropriate license as required by law

#### High risk industries, goods and services

- W. High risk industries, including Crowdfunding, Embassies, Foreign consulates, Get rich schemes, Penny auctions, Pyramid and ponzi schemes

#### Illegal products or services

- X. Counterfeit products and illegally acquired goods, including Copyright infringements, Services designed to promote infringements of intellectual property rights, e.g. by bonus programs for uploading unauthorized digital content and unauthorized file sharing or streaming, Unlicensed copies
- Y. Goods and services, or marketing of such, violating any law
- Z. Orders, services and practices that relates to any form of illegal activity, including without limitation: money laundering, terrorist financing, human trafficking, political corruption, vat fraud, tax evasion and illegal wildlife trafficking
- AA. Illegal business methods, practices, products or services
- BB. Practices misleading or deceiving consumers or discarding or avoiding consumer protection laws
- CC. Practices or methods constituting acts of modern slavery in any part of a business or its supply chains. Such practices or methods include any deprivation of a person's liberty in order to exploit them for personal or commercial gain
- DD. Products and services provided without license as required by law
- EE. Sanctioned goods or services, or goods or services originating from sanctioned countries or individuals, including Travel to and accommodation in countries subject to sanctions

## **RESTRICTED SERVICES**

Segments listed below will only be allowed with the pre-approval from Nets and subject to any conditions that Nets may impose at its sole discretion.

### **Adult**

- Adult, sexual or pornographic products and services, including live web cameras

### **Drugs and legally derived substances and products**

- CBD • Drug paraphernalia • Nutraceuticals • Pharmaceuticals

Financial and legal services

- Money services, including Binary options, Currency exchange, Money transfer, Virtual, digital and crypto currencies, tokens, and other crypto assets • Bailiffs, Bankruptcy/Insolvency services, Claims management, Debt collection management agencies

### **Gambling**

- Gambling, betting, lotteries provided with appropriate license

## **High risk industries, products and services**

- Age restricted services or products, including Alcohol, E-cigarettes, Vape, Tobacco and tobacco substitutes • High risk products, including but not limited to; • Art and antiques, • Digital downloads (e.g. film and music download/streaming), • Providing or hosting unethical or unauthorized content, • Dual use products (that may both have a legitimate and a illegitimate use), • Fireworks, • In game purchases, • Jewelry, • Medical devices, • Precious metal and gems, • Prepaid phone services, • Replica weapons, • Soft air gun and related accessories, • Self diagnosis test for diseases, • Weapons and armaments, • Prescription eyewear, • Vouchers/Gift cards • High risk industries, including Auction houses, Charities, Marketplaces, Multi level marketing, Pawn shops, Political organisations parties or initiatives • High risk services, including File sharing, file hosting, File storage, Medical treatments and surgeries, Testing labs • Financial services, including insurances

## **Travel, Tour and Events**

- Airlines & Cruise lines • Event organizers and ticketing platforms • Hotels and other accommodations • Rentals & housing • Tour agencies & Tour operators

