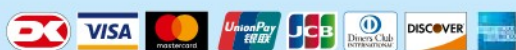
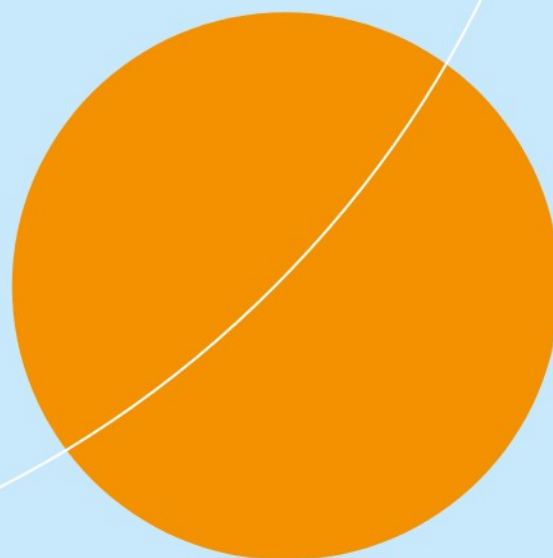


Terms and conditions for Nets payment terminal products and services

2020



nets.eu/payments

nets 

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Definitions

Accessories

All Payment Terminal related accessories such as paper rolls, cables, charging bases, stand and mounting poles.

Agreement

The agreement between the Merchant and Nets, including the Agreement Form, annexes and appendices, including these Terms and Conditions and the Price List.

Agreement Form

The agreement form concluded between the Merchant and Nets, specifying the products and/or services Nets shall deliver to the Merchant.

Card Data

The data used to identify a payment card, e.g. the card number, expiry date and the payment card's security code.

Fixed Contract Term

The time period agreed between the Merchant and Nets in which the Agreement cannot be terminated for convenience.

General Terms

The terms and conditions set out in sections 1–11 of these Terms and Conditions. In the event of conflict between the General Terms and the Special Terms with regard to a specific situation, the Special Terms take precedence.

Installation Services

Nets' installation, move and/or dismantle of Payment Terminals.

Merchant

The entity that has entered into the Agreement with Nets for the purpose of receiving Products and/or Services.

Nets

The entity that has entered into the Agreement with the Merchant for the purpose of delivering the Products and Services.

Nets Group

Nets and companies/entities controlled by or controlling Nets.

Party / Parties

Nets and the Merchant is respectively referred to as "Nets" and "the Merchant" or each as a/the "Party" and together as the "Parties".

Payment Terminal

The Terminal Hardware and Terminal Software, collectively.

Personal Data

"Personal Data" as defined in the at all times applicable law, including EU regulation no 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) as amended from time to time.

Price List

The fees and prices for Products and Services and other charges as per Nets' list prices as amended from time to time in accordance with Section 9.

Products and Services

All the products and services governed by these Terms and Conditions and which have been agreed by Nets and the Merchant to be delivered by Nets, e.g. in the Agreement Form.

PSAM

Purchase Secure Application Modules-chip.

PSP Services

The exchange and communication of transaction data between a Payment Terminal and an acquirer.

Remedy Services

Repair Services and/or Swap Services

Repair Services

Nets' remote repair of a defect Payment Terminal or swap of a defect Payment Terminal to a functional one.

Schemes

The organisations that establish rules, practices, standards and/or implementation guidelines for the execution of payment transactions. For example Visa and Mastercard.

Service Pool

A certain number of Nets' owned Payment Terminals stored at the Merchant's location, for the event that the Merchant needs to swap a defective Payment Terminal with a functional one.

Service Pool Services

A service where Nets is making a Service Pool available for the Merchant.

SIM Card Services

Nets' delivery of a subscriber identification module (SIM card) for use in a Payment Terminal and a data subscription, so that the Payment Terminal can connect to the internet via a cellular network.

Swap Services

Standard Swap and/or Onsite Swap as described in these Terms and Conditions.

Special Terms

The terms and conditions set out in sections 12-20 of these Terms and Conditions. In the event of conflict between the General Terms and the Special Terms with regard to a specific situation, the Special Terms take precedence.

Support Services

The customer and support services Nets provides to the Merchant.

Terminal Hardware

The physical (hardware) point of sale (POS) terminal(s) and/or unattended payment terminal(s) (UPT) specified in the Agreement Form which can be used to carry out fund transfers with payment cards.

Terminal Software

The software and firmware integrated by Nets in the Terminal Hardware.

Terms and Conditions

These terms and conditions for Nets Payment Terminal products and services, including the General Terms and the Special Terms.

Trade Control Laws

All applicable export control and trade, economic or financial sanctions laws and regulations of the United States of America, the European Union and member states of the European Union.

1. APPLICABILITY OF AGREEMENT

- 1.1. This Agreement applies to the delivery by Nets to the Merchant of the Products and Services. For the avoidance of doubt it is noted that this Agreement does not govern acquiring services.
- 1.2. In addition to these Terms and Conditions, the Merchant's Agreement with Nets includes the Agreement Form, the Price List, and any other annexes and appendices entered into between the Merchant and Nets.
- 1.3. The Product and Services shall be delivered in the territories agreed by Nets and the Merchant. For the avoidance of doubt, it is noted that not all products and services offered by Nets are available for all countries.
- 1.4. The Terms and Conditions apply unless the Merchant and Nets have agreed otherwise in writing.

2. GENERAL OBLIGATIONS

2.1. General obligations of the Merchant

- 2.1.1. The Merchant shall provide all requested information, in the form specified by Nets in order for Nets to be able to deliver the Products and Services in a timely and correct manner.
- 2.1.2. The Merchant shall ensure that the information provided to Nets is accurate, free from errors and always up-to-date. The Merchant shall be responsible for any delays, security risks, and any other risks due to incorrect or missing information. The Merchant shall ensure that it is entitled to provide the aforementioned information to Nets.
- 2.1.3. Unless otherwise agreed with Nets in writing, any use of the Product or Services outside of the country where the respective Nets company which has entered into the respective agreement with the Merchant has its registered offices shall be at the Merchant's risk. The Merchant is responsible for any additional costs arising out of such use.
- 2.1.4. The Merchant must inform Nets in writing with respect to changes in:
 - a) The Merchant's corporate form (e.g. a change from a sole proprietorship to a private limited company).
 - b) Any change of the Merchant's business registration number, regardless of the reason hereof
 - c) Merchant's address and telephone number
 - d) The e-mail address to which Nets' sends information and notices
 - e) Any other change in the Merchant's circumstances of relevance to the Agreement.

2.2. General obligations of Nets

- 2.2.1. Nets shall deliver the Products and Services to the Merchant as agreed by the Parties.
- 2.2.2. Nets shall not be responsible for the functionality or availability of third-party services, e.g. telecommunication services or acquiring services.

3. PRICES AND PAYMENT

3.1. Prices

- 3.1.1. The prices and fees payable by the Merchant to Nets are set out in the Agreement Form and in the Price List.
- 3.1.2. The prices and fees are subject to change as stated in section 9 (Amendments to the Agreement, including prices).

3.2. Payment

- 3.2.1. The Merchant shall pay Nets in accordance with the invoice(s) issued by Nets.
- 3.2.2. The due date is fourteen (14) days net from the invoice date.
- 3.2.3. The Merchant shall verify that the prices and fees charged are in accordance with the Agreement and must submit a written complaint to Nets in the event of any discrepancies. The Merchant's written complaint shall be submitted to Nets within thirty (30) days from the due date of prices and fees in question. If the complaint is not received within this time, the Merchant loses the right to dispute Nets' charges, unless the error(s) is caused by Nets' gross negligence or wilful misconduct.
- 3.2.4. For Merchants located in Denmark
 - 3.2.4.1. If the Merchant is located in Denmark, the Merchant agrees by accepting these Terms and Conditions to pay all due payments using the direct debit service called "Leverandørservice". If a Leverandørservice agreement is not entered into, Nets will charge the Merchant an invoice fee.
- 3.2.5. For Merchants located in Finland
 - 3.2.5.1. If the Merchant is located in Norway, the Merchant agrees by accepting these Terms and Conditions to pay all due payments using electronic invoicing (e-invoicing) or direct debit as instructed by Nets. If an e-invoicing or direct debit agreement is not entered into, Nets will charge the Merchant an invoice fee.
- 3.2.6. For Merchants located in Norway
 - 3.2.6.1. If the Merchant is located in Norway, the Merchant agrees by accepting these Terms and Conditions to pay all due payments using the direct debit service called "Autogiro". The Merchant authorises Nets to make Autogiro deductions by entering into an Autogiro agreement. If an Autogiro agreement is not entered into, Nets will charge the Merchant an invoice fee.
- 3.2.7. For Merchants located in Sweden
 - 3.2.7.1. If the Merchant is located in Sweden, the Merchant agrees by accepting these Terms and Conditions to pay all due payments using the direct debit service called "Autogiro". The Merchant authorises Nets to make Autogiro deductions by entering into an Autogiro agreement. If an Autogiro agreement is not entered into, Nets will charge the Merchant with an invoice fee.

4. DATA PROTECTION

4.1. General

4.1.1. 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 Products and Services and to fulfil its obligations under the Agreement, ii) for making customer analyses and business follow-ups, iii) for making business and methods development as well as carrying out risk assessment and management, iv) for marketing purposes (subject to applicable legislation) of the Nets Group companies towards the Merchant, and v) to examine the Merchant's credit rating in accordance with the Agreement.

4.1.2. The Personal Data include details of contact persons processed for the purposes of onboarding, support, etc. The Merchant shall inform its employees and other representatives about the transfer and processing of it, etc. of Personal Data to Nets as part of the Agreement for the above purposes and that information about Nets' processing of Personal Data can be found on Nets' website. A list of the companies in the Nets Group can also be found on Nets' website.

4.2. Product specific data protection

4.2.1. For information on and regulation of specific Products and Services, including with respect to processing of Personal Data (if any), reference is made to the Special Terms for each of the respective Products or Services.

5. CONFIDENTIALITY

5.1. The Parties are obliged to treat all information relating to the Agreement between the Merchant and Nets as confidential. The duty of confidentiality applies unless otherwise agreed in writing between the Parties and in cases where a Party is required to disclose such information by law, regulation or a decision taken by public authority, or where the information in question is already publicly available and this fact cannot be attributed to the other Party's breach of contract.

5.2. The Merchant shall not disclose Card Data and/or transaction data to a third party, unless it is strictly necessary to do so in order to correct card payments or pursuant to mandatory law.

5.3. Nets is entitled to disclose information about the Merchant to the Schemes, technical subcontractors and other companies, provided that such disclosure is required in order for Nets to meet the applicable compliance and security requirements and for providing the Products and Services to the Merchant. Further, if Nets and the Merchant have entered into the Agreement based on a reference, a lead, or mediation by or similar, from a cooperation partner to Nets, Nets may provide necessary information regarding the Agreement to the cooperation partner (such as e.g. the Merchant's name, address, information regarding accepted cards etc.), in order for Nets to fulfil e.g. its reporting obligations to such cooperation partner and to calculate a possible referral fee.

5.4. The Merchant gives its consent for Nets to disclose information about the Merchant (such as contact details, information relating to the Agreement and information on the business relationship with Nets) to other companies in the Nets Group for use in e.g. intra-group reporting, marketing, and in sale of products and services.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. General

6.2. Nothing in the Agreement shall constitute a transfer of any intellectual property rights from a Party to the other Party or to any third party.

6.3. All intellectual property rights in the Products and Services, any deliverables, documentation or any other work products (including without limitation any future developments thereof) made or provided by Nets or its subcontractors remain solely with Nets or its licensors, as applicable.

6.4. The Merchant may only use the Products and Services, any deliverables or other work products provided by Nets or Nets' subcontractors for the Merchant's business purposes and in accordance with the Agreement. The Merchant may not use the Products and Services, any deliverables or other work products provided by Nets to provide similar services to third parties

6.5. The Merchant shall not transfer or sublicense the right to use the Product and Services, any deliverables or other work products in whole or in part.

6.6. Infringement of third-party rights

6.6.1. If a third party claims that any of the Products and/or Services provided by Nets infringe third-party rights, the Merchant shall immediately inform Nets in writing and Nets shall take over the defence of the claim. Nets shall at its own cost have full control of any proceedings arising out of the claim in question. The Merchant may not make any admission as to liability and shall not agree to any settlement or compromise any action without the prior written consent from Nets. The Merchant shall give Nets all reasonable assistance in respect of any such proceedings.

6.6.2. Nets agrees to compensate the Merchant for damages and costs imposed on the Merchant by a court of competent jurisdiction or a settlement sum approved by Nets and effectively paid by the Merchant as a result of a claim by a third party that the use by the Merchant of the Products and/or Services in accordance with the Agreement infringes the intellectual property rights of that third party.

6.6.3. Nets shall at its own discretion be entitled to decide whether to provide the Merchant with a work around solution or to obtain an alternative license with the same or similar functions in all material aspects from a third-party supplier.

- 6.6.4. If Nets cannot on commercially reasonable terms provide a work around or an alternative license, Nets can terminate the Agreement with the Merchant with respect to the affected parts of the Products and Services.
- 6.6.5. Nets shall not be liable for compensating the Merchant for any costs or damages if the infringement claim is due to circumstances for which the Merchant is responsible, and which are not in compliance with the Agreement, e.g. unauthorised modification or distribution of Products and/or Services.

7. LIMITATION OF LIABILITY

7.1. General

- 7.1.1. Each Party is liable for its acts and omissions under the Agreement in accordance with applicable law, with the limitations set out in the Agreement.
- 7.1.2. Nets' total aggregate liability during any twelve (12) month period shall never exceed an amount equal to the charges paid by the Merchant within the preceding twelve (12) months for the affected Products and Services to which the claim relates. If a claim is not related to a specific Product or Service Nets' total aggregate liability during any twelve (12) month period shall never exceed an amount equal to the total amount of charges paid by the Merchant under the Agreement within the preceding twelve (12) months.
- 7.1.3. Nets shall not be liable for any indirect or incidental loss; operating losses; consequential damages; or any expenses to auditors, advisors, consultants or other similar external expenses; out-of-pocket expenses; claims by third parties (other than as covered by Clause 6.6 (Infringement of third-party rights)) and/or lost data, profits, revenue, customers, goodwill or interest.
- 7.1.4. Merchant shall indemnify Nets for any losses or claims, including claims for damages, and for any complaints, legal proceedings or expenses (including, within reasonable limits, lawyers' fees), including but not limited to any fine or fee imposed on Nets by the Schemes resulting from the Merchant's breach of and/or failure to comply with the Agreement and/or all relevant regulations and legislation applicable to the Merchant. The foregoing applies irrespective of the Agreement being terminated, cf. also Section 10.
- 7.1.5. The limitations of liability do not apply to loss and damage caused by gross negligence, wilful misconduct or fraudulent behaviour.

7.2. Force majeure

- 7.2.1. A Party is not liable for losses incurred as a result of failure to comply with its obligations in connection with circumstances beyond the Party's control. Such losses may include losses incurred as a result of:
- a) Breakdown of or lack of access to IT systems, or of damage to the data maintained in these systems as a result of any of the reasons listed

below, irrespective of whether a Party or a third party is responsible for the operation of such systems,

- b) a power supply failure or failure in the Party' telecommunications systems, legislative or administrative interventions, natural disasters, war, revolution, civil unrest, sabotage, terrorism or vandalism (including virus attacks and computer hacking),
- c) strikes, lockouts, boycotts or blockades, regardless of whether the conflict is directed against or was started by a Party or by Party's organisation, and regardless of the cause of such conflict

7.2.2. The exemption from liability in the event of force majeure does not apply if:

- a) The Party, at the time the Agreement was entered into, should have foreseen the circumstances giving rise to the loss, or if the Party should have been able to avoid or overcome the cause of the loss or consequences thereof by taking appropriate commercial precautions.
- b) mandatory legislation under all circumstances makes a Party liable for the circumstances giving rise to the loss.

8. MISCELLANEOUS

8.1. Credit rating

8.1.1. Nets is entitled to examine the Merchant's credit rating upon entering into the Agreement and during the term thereof in order to ensure the Merchant being able to comply with its obligations under the Agreement.

8.2. Marketing references

8.2.1. Unless otherwise agreed in writing, Nets is entitled to use the Merchant as a reference in its marketing.

8.3. Warranties

8.3.1. Unless explicitly stated in the Special Terms, Nets gives no warranties in relation to the Products and Services.

8.4. Trade control

8.4.1. The Merchant acknowledges that the Products and Services may be subject to Trade Control Laws.

8.4.2. The Merchant shall comply with Trade Control Laws and shall never ship, purchase, procure, import, export, receive, deliver or use the Products and Services in violation of the Trade Control Laws.

8.5. Assignment

8.5.1. Nets may assign the Agreement to any 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 a third party, 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.

- 8.5.2. The Merchant is not entitled to assign or in any other way transfer the Agreement to a third party, whether in whole or in part without Nets' prior written consent. A change of business registration number is always considered an assignment and requires a new agreement with Nets.

9. AMENDMENTS TO THE AGREEMENT, INCLUDING PRICES

- 9.1. Nets may amend the Agreement, including these Terms and Conditions and the Pricelist, with 30 days prior notice to the Merchant. Such notice may be issued by e-mail. Shorter notice may be given if such amendment is in response to requirements from the public authorities, acquirers or other payment service providers, Schemes, for important security reasons or for other similar reason.
- 9.2. The Merchant is obliged to provide Nets with an e-mail address to which Nets can send such amendment notice. The Merchant itself is obliged to inform Nets of any changes to the Merchant's e-mail address, and the Merchant assumes liability for the Merchant's non-receipt of a notice of contractual amendments in the event that the Merchant has failed to inform Nets of a change in its e-mail address.
- 9.3. If an amendment notified by Nets pursuant to section 9 of these Terms and Conditions is to the disadvantage for the Merchant, the Merchant is entitled to terminate the Agreement, regardless of any possible agreed Fixed Contract Term, by submitting a written notice in this respect to Nets before the amendment takes effect. If Nets has not received such notice before the amendment has taken effect, the Merchant shall be deemed to have agreed to the amendment and the Merchant shall be bound by the new provisions of the Agreement. Notwithstanding the foregoing, the Merchant is not entitled to terminate the Agreement if an amendment notified by Nets is based on a mandatory requirement by a Card Organisation, an acquirer, by law or decision by a public authority.

10. TERM AND TERMINATION OF THE AGREEMENT

10.1. Term

- 10.1.1. The Agreement enters into force when duly signed by both Parties or when Nets has approved the order submitted by the Merchant for the Products and Services.
- 10.1.2. The Agreement shall remain in force until terminated by either Party for convenience or cause according to the Terms and Conditions of the Agreement.

10.2. Termination for convenience

- 10.2.1. Each Party can terminate the Agreement with three (3) months' written notice to the other Party. If the Parties have agreed a Fixed Contract Term, a termination shall have effect from no earlier than after the expiry of the Fixed Contract Term.

10.3. Termination for cause

- 10.3.1. Either Party may by written notice to the other Party terminate the Agreement as of the date specified in such notice if the other Party has committed a material breach of the Agreement which remains un-remedied more than twenty (20) business days from receipt of a written notice from the non-defaulting Party specifying the details of the material breach.
- 10.3.2. Nets shall be entitled to immediately terminate the Agreement and discontinue its delivery of the Products and/or Services at any time without notice if
- the Merchant is declared or has filed for bankruptcy or applied for reorganisation, it has been put into liquidation, or it is otherwise declared to be unable to meet its contractual obligations;
 - in Nets' opinion the hardware, software or communication connections used by the Merchant may pose risk to the security of the Products and Services, or the Merchant's operations otherwise entail a data security risk, and the Merchant has not rectified the situation despite a written notification by Nets; or
 - the Merchant uses the Products and/or Services contrary to Nets' instructions.
 - The Merchant fails to provide information regarding changes after conclusion of the Agreement, cf. section 2.1.4.
 - the Merchant breaches Section 8.4 (Trade Control).

10.4. Consequences of termination

- 10.4.1. If the Agreement is terminated by Nets due to circumstances for which the Merchant is responsible during the Fixed Contract Term, Nets shall be entitled to invoice all the prices and fees for the remaining Fixed Contract Term at once to the Merchant.
- 10.4.2. If the Agreement is terminated, prices and fees paid in advance will not be reimbursed.

11. APPLICABLE LAW AND DISPUTE RESOLUTION

- 11.1. This Agreement shall be subject to the law of the country of the registered office of the respective Nets company which has entered into the Agreement with the Merchant.
- 11.2. Any conflict arising out of or related to the Agreement which cannot be solved between the Parties shall be resolved by the district court of the respective Nets company's domicile, cf. section 11.1 above, as the court of first instance.

12. SPECIAL TERMS FOR PAYMENT TERMINALS

12.1. Introduction

- 12.1.1. The terms of this section 12 apply to Payment Terminals only. The General Terms also apply. In case of conflict between the General Terms and the terms laid

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

- 12.1.2. Nets shall only deliver Payment Terminal(s) to the Merchant, if it has been agreed in writing between the Parties.

12.2. General

- 12.2.1. The Payment Terminal(s) has/have the functions as set out on Nets' website.
- 12.2.2. Nets undertakes that the Payment Terminal(s) meets the security and other requirements of the acquirers at the moment of delivery of the Payment Terminal(s) to the Merchant. If mandatory security or other requirements imposed by the acquirer(s) after delivery of the Terminal(s) and applicable to the Payment Terminal(s) (excluding software) requires a change or upgrade to the Payment Terminal(s), the Merchant is responsible for upgrading/replacing the Payment Terminal(s) and all charges related thereto.

12.3. Terminal Hardware

- 12.3.1. The Payment Terminal(s) will be delivered with a power cable or another means to power the Payment Terminal(s). No other hardware will be delivered with the Payment Terminal(s), unless the Parties has agreed otherwise in writing.
- 12.3.2. The Merchant is responsible for obtaining any other necessary hardware to make the payment function as intended by the Merchant and for a possible integration of the Payment Terminal(s) into the Merchant's integration system (for example cash register system).
- 12.3.3. The Merchant shall not modify, change or copy the Terminal Hardware.
- 12.3.4. The Merchant shall not remove or try to remove Nets' trademark or type designations, fabrication numbers or similar from the Terminal Hardware. The Merchant shall not attach tape, stickers, markings or other foreign materials to the Terminal Hardware.

12.4. Terminal Software

- 12.4.1. The Payment Terminal(s) will be delivered with the Terminal Software. No other software will be delivered with the Payment Terminal(s), unless otherwise is agreed in writing between the Parties.
- 12.4.2. The Merchant shall update, or allow Nets to update, the Terminal Software as requested by Nets. Any use of a software-version older than the latest versions shall be at the Merchant's own risk. Nets will, if possible, update the Terminal Software through distant control without the Merchant's assistance. The Merchant will be informed if an update of the Terminal Software requires the Merchant's assistance.
- 12.4.3. The Terminal Software is the property of Nets and/or third parties. No ownership, title or similar of the Terminal Software is transferred to the Merchant and Nets retains all rights to the Terminal Software. Nets grants the Merchant, for a fee, a non-exclusive right to use the Terminal Software for the term of the Agreement for the purposes of using the Payment Terminal(s) as

it is intended to be used and in accordance with the instructions provided by Nets from time to time.

- 12.4.4. The Merchant may not use other software in the Payment Terminal(s) than the Terminal Software.

- 12.4.5. The Merchant shall not modify, change, or copy the Terminal Software.

12.5. Use of the Payment Terminal(s)

- 12.5.1. The Merchant shall follow Nets' written instructions on the use of the Payment Terminal(s).
- 12.5.2. The Merchant shall bear all costs in connection with the use and operation of the Payment Terminal(s), e.g. electricity, communication lines and consumables.

12.6. Delivery

- 12.6.1. Nets shall deliver the Payment Terminal(s) to the Merchant as set out in the Agreement Form.
- 12.6.2. The liability for the Payment Terminal(s) passes from Nets to the Merchant upon delivery.
- 12.6.3. If the delivery is delayed due to the Merchant, Nets shall be entitled to specify a new delivery time. Nets shall be entitled to collect from the Merchant any expenses incurred due to such delay.

12.7. Non-conformity

- 12.7.1. The Merchant shall inspect and test the Payment Terminal(s) without undue delay upon delivery.
- 12.7.2. If the Payment Terminal(s) do(es) not conform with the Agreement, the Merchant shall give notice to Nets immediately and under any circumstances no later than seven (7) days upon delivery of the Payment Terminal(s). If the Merchant fails to do so, notwithstanding that the Merchant has discovered or ought to have discovered a lack of conformity, the Merchant will lose the right to complain about such lack of conformity.
- 12.7.3. Section 12.7.2 concerning the Merchant's loss of the right to rely on lack of conformity shall not apply if Nets has acted fraudulently or has been grossly negligent and this causes the Merchant significant damage.

12.8. Personal data

- 12.8.1. Neither Party is processing Personal Data on behalf on the other Party in connection with delivery of the Payment Terminal(s) (leased or sold) from Nets to the Merchant.
- 12.8.2. Information on Nets' general handling of Personal Data is stated under Section 4 (Data Protection) of the General Terms.

12.9. Specific terms for leased Payment Terminals

Introduction

- 12.9.1. The terms of this section 12.9 only apply for Payment Terminals leased by Nets to the Merchant. The General Terms and the other parts of section 12 also apply in accordance with their wording. In case of conflict between the General Terms, the other parts of section 12 and the terms laid down in this section, the terms of this section will take precedence.

- No transfer of ownership
- 12.9.2. The Payment Terminal(s) is the property of Nets, including all accessories and possible replacement parts.
- 12.9.3. The Merchant's payment of the leasing fee or other fees does not entail that the Merchant in any way obtains partly or full ownership of the Payment Terminal(s).
- Right of use
- 12.9.4. The Merchant has a right of use of the Payment Terminal(s) in accordance with the Agreement.
- 12.9.5. The Merchant shall not sell, lease, pawn, or otherwise assign the Payment Terminal(s) or its possession to a third party. The Merchant shall never use or place the Payment Terminal(s) in a way which reduces or risks of reducing Nets' ownership rights to the Payment Terminal(s).
- 12.9.6. The Merchant shall not use the Payment Terminal(s) other than for its intended purpose.
- 12.9.7. Unless explicitly agreed in writing with Nets, the Payment Terminal(s) shall not be reworked, inserted, integrated or similar into the Merchant's or third parties' property.
- 12.9.8. The Payment Terminal(s) may not be removed from the delivery address or location specified in the Agreement Form.
- The Merchant's obligations
- 12.9.9. The Merchant's use of the Payment Terminal(s) shall always take place with customary care.
- 12.9.10. The Merchant is responsible for that its use of the Payment Terminal(s) complies with any applicable law and agreed terms.
- 12.9.11. The Merchant shall maintain the Payment Terminal(s), so that it is/they are always in good and usable condition.
- 12.9.12. The Merchant is responsible for all damages to the Payment Terminal(s) and for the possible loss of the Payment Terminal(s). The Merchant is liable for any damage to the Payment Terminal(s), including damages arisen due to use of the Payment Terminal(s) in violation of the Agreement.
- 12.9.13. Notwithstanding sections 12.9.11 and 12.9.12, the Merchant is not responsible for normal wear and tear arisen in connection with use of the Payment Terminal(s) in accordance with the Agreement.
- 12.9.14. The Merchant shall make the Payment Terminal(s) available for inspection by Nets at any time within normal business hours (9:00 – 17:00).
- 12.9.15. The Merchant shall notify Nets in writing without delay:
- a) if the Payment Terminal(s) is/are damaged or lost.
 - b) about changes in the location where the Products and/or Services are used (such changes may only take place if permitted pursuant to the Agreement).
- 12.9.16. The Payment Terminal(s) may only be repaired and serviced by Nets.
- Nets' obligations
- 12.9.17. Nets shall carry out the necessary service of the Payment Terminal(s) so that it/they function(s) as agreed. Further, Nets undertakes to remedy errors or defects in the Payment Terminal(s), if such errors or defects entails that the Payment Terminal(s) does/do not function as agreed (functional errors).
- 12.9.18. Section 12.9.17 does not apply to defects, errors and similar caused by the Merchant's breach of the Agreement, incorrect use, or negligent acts or omissions. Further, section 12.9.17 does not apply to defects, errors and similar caused by third parties, force majeure events, forces of nature, circumstances related to the physical environment of the Merchant such as static electricity, defective cables, errors to network connection, lack of power supply, communication lines or similar, and consumer durables (such as batteries). Nets shall be entitled to charge the Merchant for repairs or replacements in case of such errors and defects.
- 12.9.19. Nets may in its own discretion decide to service or remedy by replacing the delivered Payment Terminal with another Payment Terminal with similar functions. The replacement Payment Terminal may be new or refurbished.
- Return of the Payment Terminal(s)
- 12.9.20. After the Agreement has ended – regardless the reason – the Merchant shall, at its own risk and expense, return the Payment Terminal(s) to Nets within ten (10) working days after expiry. For further information on how to return the Payment Terminal, please refer to Nets' website.
- 12.9.21. If the Payment Terminal(s) is/are not returned to Nets in accordance with section 12.9.20, Nets has the right to charge the Merchant the estimated value of the Payment Terminal(s) or to pick up the Payment Terminal(s) at the Merchant's expense.
- 12.10. Specific terms for sold Payment Terminals**
- Introduction
- 12.10.1. The terms of this section 12.10 only apply for Payment Terminals sold by Nets to the Merchant. The General Terms and the other parts of section 12 also apply in accordance with their wording. In case of conflict between the General Terms, the other parts of section 12 and the terms laid down in this section, the terms of this section will take precedence.
- Transfer of ownership – retention of title
- 12.10.2. The ownership of the Terminal Hardware transfers from Nets to the Merchant when the Merchant has paid the purchase price and the Payment Terminal(s) has/have been delivered to the Merchant.

12.10.3. The Merchant receives no ownership of the Terminal Software, but a limited and conditioned right of use, cf. section 12.4 for the lifetime of the Payment Terminal, subject to compliance with the terms of the Agreement. The right of use automatically terminates if the ownership of the Payment Terminals is transferred to a third party.

Defects

12.10.4. Nets undertakes to correct, free of charge and without undue delay, any defects in the Payment Terminal(s) due to materials, structural, or manufacturing defects that the Merchant reports in writing during the period of twelve (12) months from the delivery date and within thirty (30) days from discovering the fault or error. Such a correction may be done, at Nets' discretion, by providing the Merchant with a replacement Payment Terminal. The replacement Payment Terminal may be a refurbished terminal. After the twelve (12) months' period has ended, Nets shall be under no obligation to correct any faults or errors. The Merchant shall, at its own risk and expense, deliver the Payment Terminal(s) to Nets' location for repairs. Nets shall pay the expenses for returning the repaired or replacement Payment Terminal(s) to the Merchant.

12.10.5. Corrections, as described above, does not cover normal wear and tear or repairs due to a fault or an error that has been caused by (a) an external reason, such as an accident, disturbance of electrical systems, lightning damage, fire, or water/liquid damage; (b) inappropriate or incorrect use of the Payment Terminal(s) or negligence or neglect in relation to the use, service, and cleaning instructions of the Payment Terminal(s); (c) modifications or repairs carried out or supplies used by the Merchant or a third party in violation of the instructions; or (d) neglect in relation to the usage environment requirements for the Payment Terminal(s).

12.10.6. If it is found that the fault or error reported by the Merchant is not covered by the above correction rights (section 12.10.4), Nets shall be entitled to charge the Merchant on a time-spent basis with addition for actual costs for investigating and identifying the fault and error. Furthermore, Nets shall be entitled to charge the Merchant for agreed repairs of faults or errors that are not covered by section 12.10.4, cf. section 12.10.5.

12.10.7. Nets' liability for product faults and errors shall be limited to the fulfilment of its correction obligations as per this Section 12.

Warranties

12.10.8. Nets warrants that the Payment Terminal(s) is/are functional for twelve (12) months from the shipment date of the Payment Terminal(s) to the Merchant.

12.10.9. Nets gives three (3) months warranty on repair of a fault from the repair date.

13. SPECIAL TERMS FOR PSP SERVICES

13.1. Introduction

13.1.1. The terms of this section 13 apply for PSP Services only. The General Terms also apply. In case of conflict between the General Terms and the terms laid down in this section, the terms of this section will take precedence.

13.1.2. Nets shall only deliver PSP Services to the Merchant, if it has been agreed in writing between the Parties.

13.2. General

13.2.1. Nets delivers the PSP Services to the Merchant for transferring the Merchant's payment transaction made with Payment Terminals to the acquirer(s) and possible other service providers as agreed between the Merchant and Nets. For the avoidance of doubt it is noted that the PSP Service does not comprise acquiring or other kinds of money transferring.

13.2.2. The PSP Services can be used only for acquirers supported by Nets.

13.2.3. The Merchant must inform Nets in writing of the acquirer(s) the Merchant is using the PSP Service for and any changes in such acquires.

13.3. Nets' obligations

13.3.1. Nets shall ensure that, where the PSP Services involve processing payment Card Data, the PSP Services meet the certificate and security requirements specified by Schemes and the authorities, including the PCI DSS (Payment Card Industry – Data Security Standard).

13.3.2. Nets is not responsible for the functionality or availability of any product or service from third parties, e.g. telecommunication services, acquiring and/or other payment services.

13.4. Availability and interruptions

13.4.1. The PSP Services are available 24 hours a day 365 days a year, subject to the interruptions and suspensions rights set out in these Terms and Conditions.

13.4.2. Nets shall be entitled to interrupt the use of the PSP Services as necessary for repair, service, or improvement of the PSP Services or due to other justified reasons. Nets shall attempt to communicate any interruptions in the PSP Services well in advance to the Merchant.

13.5. Use of the PSP Services

13.5.1. The Merchant shall follow Nets' written instructions on the use of the PSP Services.

13.5.2. The Merchant shall bear all costs in connection with the use and receipt of the PSP Services, e.g. the necessary acceptance hardware, acquiring, electricity, communication lines and consumables.

13.6. Delivery

13.6.1. Nets shall deliver the PSP Services to the Merchant as set out in the Agreement Form.

13.7. Suspension of the PSP Services

13.8. If the Merchant has an unpaid, overdue invoice, Nets shall be entitled to suspend the delivery of the PSP

Services used by the Merchant until the overdue invoice has been paid in full. Nets is further entitled to suspend the PSP Services if the Merchant, in Nets' opinion, otherwise breaches the Agreement.

13.9. Nets is not liable for any damage due to suspension of the PSP Services, including the loss of payment transactions that remain in the Payment Terminal(s) (i.e. transactions that are not submitted to Nets for settlement). Nets shall be entitled to prevent the use of the PSP Services used by the Merchant instead of or in addition to the termination option specified under section 6. Nets shall notify the Merchant without undue delay of a suspension.

13.10. The Merchant shall be obliged to pay all fees that are not charged on a pay-per-use basis even if the use of the PSP Services is suspended. The PSP Services will be restored when the Merchant has paid the overdue invoice(s) in full with addition of applicable interest, debt collection fees etc. and otherwise complies with the Agreement.

13.11. Nets shall be entitled to charge a fee for restoring the PSP Services from the Merchant.

13.12. Personal data

13.12.1. As part of the PSP Services Nets will on behalf of the Merchant process Personal Data of individuals who are customers of the Merchant. Personal data of individuals who are customers of the 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.

13.12.2. Information on Nets' general handling of Personal Data is stated under section 4 (Data Protection) of the General Terms.

14. SPECIAL TERMS FOR SUPPORT SERVICES

14.1. Introduction

14.1.1. The terms of this section 14 apply for Support Services only. The General Terms also apply. In case of conflict between the General Terms and the terms laid down in this section, the terms of this section will take precedence.

14.1.2. Nets shall only deliver Support Services to the Merchant, if it has been agreed in writing between the Parties.

14.2. General

14.2.1. Nets offers telephone support in the timeframe listed on Nets' website.

14.2.2. Nets cannot provide telephone support on terminal models that do not comply with the applicable PCI requirements.

14.3. Personal data

14.3.1. Neither Party is processing Personal Data on behalf on the other Party in connection with delivery of the Support Services from Nets to the Merchant.

14.3.2. Information on Nets' general handling of Personal Data is stated in Section 4 (Data Protection) of the General Terms.

15. SPECIAL TERMS FOR REMEDY SERVICES

15.1. Introduction

15.1.1. The terms of this section 15 apply for Remedy Services only. The General Terms also apply. In case of conflict between the General Terms and the terms laid down in this section, the terms of this section will take precedence.

15.1.2. Remedy Services consist of two different services in form of Repair Service and Swap Service.

15.1.3. Nets shall only deliver Remedy Services to the Merchant, if it has been agreed in writing between the Parties.

15.2. Procedure and conditions for Repair Services

15.2.1. Repair Services is only available for sold Payment Terminals and not leased Payment Terminals.

15.2.2. If a defect occurs on the Payment Terminal(s), the Merchant must request in writing that Nets remedy the defect. Nets may at its own discretion remedy the defect by repairing the defect or by replacing the delivered Payment Terminal(s) with (an)other Payment Terminal(s) with similar functions. The replacement Payment Terminal(s) may be new or refurbished.

15.2.3. The Merchant may only return one or more Payment Terminal(s) when the Payment Terminal(s) has/have been assigned an RMA number by Nets.

15.2.4. Nothing but the Payment Terminal(s) itself shall be sent for repair. Nets will not return accessories, or any other objects included with the Payment Terminal(s). For example, cables, PSAM, SIM card etc. will not be returned to the Merchant regardless of the reason for its inclusion. Nets cannot be held responsible for any loss or damage to such accessories or other objects.

15.2.5. Nets will not provide a fault description/statistic on repaired Payment Terminal(s).

15.2.6. For purchased Payment Terminals the Merchant will be charged for the access to the Repair Reservices and will in addition be charged for each actual repair/replacement of a Payment Terminal.

15.2.7. Additional information on repair procedures and contact information can be found on www.nets.eu.

15.3. Procedure and conditions for Swap Services

15.3.1. Swap Services consist of two different categories of services in form of a standard swap service and an onsite swap service, cf. the descriptions below. Nets provides both categories of services for purchased and leased Payment Terminals.

15.3.2. For purchased Payment Terminals the Merchant will be charged for the access to the agreed Swap Service and will in addition be charged for each actual repair/ swap of a Payment Terminal.

Standard Swap

15.3.3. If a defect on the Payment Terminal(s) cannot be resolved in collaboration with Nets' Support Service by phone or e-mail, Nets will send the replacement Payment Terminal(s) to the Merchant on the first business day after Nets has received the request from the Merchant. The Merchant will receive a return label for the defective Payment Terminal(s) together with the replacement terminal(s) and the Merchant is responsible for sending the defective terminal(s) back to Nets with the corresponding return label.

15.3.4. If one or more defective Payment Terminal(s) is/are not returned to Nets in correspondence with this section, Nets is required to invoice the Merchant for the lost Payment Terminal(s) in accordance with the price list applicable at the time.

Onsite Swap

15.3.5. If a defect on the Payment Terminal(s) cannot be resolved via Nets' Support Services, the Merchant can request that Nets remedy the defect on the address of the Merchant registered with Nets (onsite) either repairs the defective Payment Terminal(s) or replaces the defective Payment Terminal(s) with functional Payment Terminal(s) with similar functions. The replacement Payment Terminal(s) may be new or refurbished. Nets may in its own discretion decide whether the defective Payment Terminal(s) shall be repaired or replaced.

15.3.6. Nets' service technicians shall within the agreed service levels repair/replaces the defective Payment Terminal(s) on working days from 8:00 to 21:00 and on Weekends from 9:00 to 18:00. Onsite Swap is not provided on public holidays.

15.3.7. Nets will provide Onsite Swap on the same day if Nets register the defect and request for Onsite Swap no later than 12 or 4 hours before 21:00 on working days and 18:00 on weekends, depending on the agreed service levels.

15.3.8. Onsite Swap is only available in Denmark, Finland, Norway and Sweden. Onsite Swap is not available on islands without a bridge connection except for Bornholm and Gotland.

15.3.9. Onsite Swap are only provided on the Merchant's registered address. All Payment Terminals at the Merchant's registered address must be in scope of the Onsite Swap.

15.4. Personal data

15.4.1. Neither Party is processing Personal Data on behalf on the other Party in connection with delivery of the Remedy Services from Nets to the Merchant.

15.4.2. Information on Nets' general handling of Personal Data is stated under section 4 (Data Protection) of the General Terms.

16. SPECIAL TERMS FOR INSTALLATION SERVICES

16.1. Introduction

16.1.1. The terms of this section 16 apply for Installation Services only. The General Terms also apply. In case of conflict between the General Terms and the terms laid down in this section, the terms of this section will take precedence.

16.1.2. Nets shall only deliver Installation Services to the Merchant, if it has been agreed in writing between the Parties.

16.2. General

16.2.1. After receiving an order from the Merchant, a service technician will install, move and/or dismantle Payment Terminals at the merchant's sites as requested by the Merchant. The Installation Services are conducted by the service provider/service technician with whom Nets has entered into an agreement.

16.2.2. The Merchant must grant the service provider/service technician access to its premises to the extent necessary to perform the Installation Services.

16.3. Scope

16.3.1. Installation Services include:

- a) Unpacking, preparation and installation of the Payment Terminal(s).
- b) Connection of the Payment Terminal(s) to the power supply and communication link at the Merchant's location.
- c) Connection of the Payment Terminal(s) to the till solution when the Payment Terminal(s) is/are to be integrated with the till solution.
- d) Testing to ensure that the Payment Terminal(s) is/are operational.
- e) Performance of test transaction, entry of Payment Terminal(s) in production status.

16.3.2. Installation does not include:

- a) Order and delivery of telephone line or communication for the Payment Terminal(s). This is the Merchant's responsibility only.
- b) Any necessary high-voltage installations and cable trays at the Merchant's location (or elsewhere).
- c) Labour, parts and programs for till integration.
- d) Enhanced training in how to use the Payment Terminal(s).

16.3.3. The Installation Services are only available in Denmark, Finland, Norway and Sweden. The Installation Services are not available on islands without a bridge connection.

16.4. Personal data

- 16.4.1. Neither Party is processing Personal Data on behalf on the other Party in connection with delivery of Installation Services from Nets to the Merchant.
- 16.4.2. Information on Nets' general handling of Personal Data is stated under Section 4 (Data Protection) of the General Terms.

17. SPECIAL TERMS FOR SERVICE POOLS SERVICES

17.1. Introduction

- 17.1.1. The terms of this section 17 apply for Service Pool Services only. The General Terms also apply. In case of conflict between the General Terms and the terms laid down in this section, the terms of this section will take precedence.

- 17.1.2. Nets shall only deliver Service Pool Services to the Merchant, if it has been agreed in writing between the Parties.

17.2. Procedure

- 17.2.1. If a Payment Terminal is defective/breaks down, a replenishment Payment Terminal can be taken from the service pool and be swapped with the defective Payment Terminal.
- 17.2.2. When the Merchant has gathered an agreed number of defective Payment Terminals, the Merchant can send an RMA request to Nets and get the defect Payment Terminal(s) exchanged with new replenishment Payment Terminal(s).
- 17.2.3. The Merchant shall comply with Nets' reasonable instruction for use of the Service Pool.

17.3. Requirements

- 17.3.1. The Service Pool Service only covers 1:1 swaps, where the defective Payment Terminal(s) is/are replaced by the same type and version of Payment Terminal(s).
- 17.3.2. There shall be a minimum of 10 Payment Terminals per decided terminal type in the Service Pool.
- 17.3.3. Replenishment of the Payment Terminals are delivered with standard settings.
- 17.3.4. No accessories are allowed in the Service Pool.
- 17.3.5. Inventory count minimum twice a year. The Merchant will be invoiced for missing Payment Terminal(s).

17.4. Personal data

- 17.4.1. Neither Party is processing Personal Data on behalf on the other Party in connection with delivery of Service Pool Services from Nets to the Merchant.
- 17.4.2. Information on Nets' general handling of Personal Data is stated in Section 4 (Data Protection) of the General Terms.

18. SPECIAL TERMS FOR SIM CARD SERVICES

18.1. Introduction

- 18.1.1. The terms of this section 17 apply for SIM Card Services only. The General Terms also apply. In case of conflict between the General Terms and the terms laid down in this section, the terms of this section will take precedence.

- 18.1.2. Nets shall only deliver SIM Card Services to the Merchant, if it has been agreed in writing between the Parties.

18.2. General

- 18.2.1. The Sim Card Services consist of two elements to be delivered by Nets: (i) subscriber identification module (SIM card) for use in a Payment Terminal and (ii) data subscription(s), so that the Payment Terminal(s) can connect to the internet via a cellular network.

18.3. SIM Card

- 18.3.1. Nets shall deliver SIM card(s) as agreed with the Merchant.
- 18.3.2. If the Merchant has leased the Payment Terminal(s) for which the SIM Card(s) shall be used, the SIM Card(s) shall be regulated by the parts of the Terms and Conditions which apply to leased Terminal Hardware (section 12.9), with the changes necessary due to the different hardware.
- 18.3.3. If the Merchant has purchased the Payment Terminal(s) for which the SIM Card(s) shall be used, the SIM Card(s) shall be regulated by the parts of these Terms and Conditions which apply to purchased Terminal Hardware (section 12.10), with the changes necessary due to the different hardware.

18.4. Data subscription

- 18.4.1. The SIM Card(s) is/are delivered with an associated data subscription. The data subscription is provided by a third-party telephone service provider.
- 18.4.2. Nets gives no warranties, representation or any promises with respect to the cellular coverage or speed of the data subscription.

18.5. Personal data

- 18.5.1. Neither Party is processing Personal Data on behalf on the other Party in connection with delivery of SIM Card Services from Nets to the Merchant.
- 18.5.2. Information on Nets' general handling of Personal Data is stated in Section 4 (Data Protection) of the General Terms.

19. SPECIAL TERMS FOR PSAM

19.1. Introduction

- 19.1.1. The terms of this section 19 apply for PSAM only. The General Terms also apply. In case of conflict between the General Terms and the terms laid down in this section, the terms of this section will take precedence.
- 19.1.2. Nets shall only deliver PSAM to the Merchant, if it has been agreed in writing between the Parties.

19.2. General

- 19.2.1. The PSAM can be delivered stand-alone or integrated in the Payment Terminal(s).
- 19.2.2. The PSAM includes the necessary software to make the module function and connect to Nets' network.
- 19.2.3. Nets will update the software in the PSAM from time to time, if Nets deems it necessary
- 19.2.4. For a description and product sheet for the PSAM refer to www.nets.dk/payments/bestil-psam.

19.3. Security requirements

- 19.3.1. The Merchant shall ensure and implement the necessary procedures to ensure that the Merchant has full control with all its PSAM from Nets' delivery of the PSAM to the instalment of the PSAM in the Payment Terminal. Nets is at any time entitled to request documentation from the Merchant in order to ensure that the Merchant has implemented the necessary procedures and carry out an inspection hereof on the location of the PSAM (within normal opening hours of the Merchant).
- 19.3.2. Defect PSAMs shall be returned to Nets or the Merchant shall inform Nets of the serial number on the defect or deactivated PSAM in order for Nets to close the PSAM.

19.4. Fees and payments

- 19.4.1. The charge of the recurring fee for software updates to PSAM will be made on a quarterly basis to the Merchant at the applicable price.
- 19.4.2. All fees are regulated in accordance with the applicable prices for PSAM's.

19.5. Deactivation of PSAM

- 19.5.1. The Merchant can request that Nets deactivates a PSAM. Deactivated PSAMs shall be returned to Nets or the Merchant shall inform Nets of the serial number on the defect or deactivated PSAM. See contact information and return address on Nets' website.
- 19.5.2. It is not possible to re-activate a PSAM.
- 19.5.3. The time it takes Nets to deactivate a PSAM depends on the circumstances.
- 19.5.4. Termination of the Agreement with respect to PSAM or request for deactivation of a PSAM does not entail of termination or deactivation of other Products or Services. It is the Merchant's responsibility to ensure that its termination notices are provided in accordance with the Agreement and contains all relevant information.

19.6. Consequences of termination

- 19.6.1. Regardless of the reason for termination of the Agreement, the Merchant is obligated to return all PSAMs which has not been installed or inform Nets of the serial number of such PSAM in order to avoid being invoiced for the PSAM.
- 19.6.2. Nets will deactivate all delivered PSAMs upon termination or expiry of the Agreement. It will not be possible to use the deactivated PSAMs again.

19.7. Personal data

- 19.7.1. Neither Party is processing Personal Data on behalf on the other Party in connection with delivery of PSAM from Nets to the Merchant.
- 19.7.2. Information on Nets' general handling of Personal Data is stated in Section 4 (Data Protection) of the General Terms.

20. SPECIAL TERMS FOR ACCESSORIES

20.1. Introduction

- 20.1.1. The terms of this section 21 apply for Accessories orders only. The General Terms also apply. In case of conflict between the General Terms and the terms laid down in this section, the terms of this section will take precedence.
- 20.1.2. Nets shall only deliver Accessories to the Merchant, if it has been agreed in writing between the Parties.

20.2. General

- 20.2.1. Prices of Accessories are as per applicable price lists.
- 20.2.2. Invoice is sent together with the order.

20.3. Paper Rolls

- 20.3.1. The Merchant can order an amount of Paper Rolls to be delivered on a monthly or quarterly basis,

20.4. Personal data

- 20.4.1. Neither Party is processing Personal Data on behalf on the other Party in connection with delivery of Accessories from Nets to the Merchant.
- 20.4.2. Information on Nets' general handling of Personal Data is stated in Section 4 (Data Protection) of the General Terms.

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