

1. Introduction

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

2. Definitions

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

COTS Device

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

Softpay

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

3. Nets' role

- 3.1. Nets and the owner of the rights to Softpay has entered into a distribution agreement by which Nets may distribute Softpay.
- 3.2. In delivering Softpay, Nets provides PSP Services to the Merchant. Nets' delivery of the PSP Services is governed by the section 13 of the Terms and Conditions.
- 3.3. For the avoidance of doubt, it is noted that Softpay does not include acquiring services or cash register services/software.
- 3.4. Nets may, without the Merchant's prior written consent, use subcontractors to deliver Softpay to the Merchant.

4. General requirements

- 4.1. The Softpay Application
 - 4.1.1. The Merchant can download the Softpay Application from the Google Play Store onto a supported COTS Device.
 - 4.1.2. Nets shall, upon request from the Merchant, provide the Merchant with credentials to activate Softpay on each COTS Device when downloaded and installed from Google Play Store.
 - 4.1.3. Nets is not affiliated, associated, authorized, endorsed by, or in any way connected to the Google Play Store (or Google), and is not responsible for the use or function hereof.
- 4.2. License
 - 4.2.1. Nets grants the Merchant a limited non-exclusive right to use Softpay in accordance with the terms and duration of the Agreement. The Merchant shall follow Nets' written instructions on the use of Softpay.
 - 4.2.2. No ownership, title or similar of Softpay is transferred to the Merchant and Nets/Nets' licensor retains all rights to Softpay.
 - 4.2.3. The Merchant shall not transfer or sublicense the Merchant's license to Softpay or any other deliverables or other products in whole or in part.
 - 4.2.4. The Merchant shall not modify, change, or copy Softpay.
 - 4.2.5. The Merchant shall only use Softpay for its points of sale in such countries agreed with Nets.
- 4.3. Devices
 - 4.3.1. Softpay only works on a COTS Device. The specific model used as a supported COTS Device must be approved by Nets prior to activating the Softpay Application on the COTS Device.
 - 4.3.2. The Merchant must acquire the necessary COTS Devices and bear all costs related hereto, and Nets shall not be responsible for the functionality of the COTS Devices.
 - 4.3.3. A COTS Device must have an embedded NFC antenna and running a supported version of the Android OS and adhere to EMV Tap-to-phone or PCI CPOC requirements. The COTS Device must run on a version of the Android OS as instructed and approved by Nets.
 - 4.3.4. It is required that each COTS Device has online connectivity to function, which the Merchant is responsible for. The Merchant shall bear all costs in connection with the use and operation of the Softpay, e.g. electricity, online connectivity, and consumables.

4.4. Security

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

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

4.5. Updates of Softpay

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

5. Personal data

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

5.2. If the Merchant uses Softpay with another acquirer than Nets, the Parties shall in good faith cooperate for the purpose of ensuring compliance with applicable legislation on Personal Data.