

Nets Easy

General Terms and Conditions

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Definitions

Agreement

The Agreement regarding the Service between Nets and the Merchant, including the Application Form, price list, the Terms and Conditions, as well as any applicable Instructions.

Application Form

The form completed by the Merchant and sent to Nets with an application to receive the Service.

Charge

Confirmation by the Merchant that delivery of a product has taken place or that a service has been performed in its entirety, and that a debiting of the End Customer can take place.

Checkout Interface

The interface (UI) presented to the End Customer where the End Customer can choose between the Payment Methods, complete the payment for the Merchant's activities, goods or services and use possible other functionalities comprised by the Agreement.

Core Terms

The terms and conditions set out in sections 1–14 of these General Terms and Conditions.

Country Specific Terms

The terms and conditions set out in sections 15 – 20 of these Core Terms.

Data

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

E-commerce

The sale and purchase of products and services online, through a web shop, mobile application, or similar.

End Customer

The legal entity or natural person who conducts a purchase of goods or services from the Merchant with a Payment Method.

General Terms

This document consisting of the Core Terms and the Country Specific Terms.

Instructions

The rules, instructions and descriptions that have been notified by Nets regarding the Service.

Merchant

The party who is a customer of Nets pursuant to the Agreement and who is specified in the Application Form.

Merchant Outlet

The Merchant's URL or application from which the products/services are sold, as stated in the Agreement.

Nets

The entity with which the Merchant has entered into the Agreement.

Nets Group

Nets and companies/entities controlled by, controlling Nets or under the same control as Nets. Such companies and entities are listed on Nets' website.

Parties

Nets and the Merchant jointly.

Party

Nets or the Merchant, separately.

Payment Instrument

A payment instrument, such as a payment card, issued by an authorised/licensed issuer pursuant to agreement with a Scheme.

Payment Methods

The payment methods which the Merchant and Nets in writing has agreed shall be comprised by the Agreement or which otherwise have been included in the Agreement in accordance with its terms.

Payment Processor

An acquirer or another party in a payment system to which Nets shall transfer the Transactions pursuant to this Agreement.

PCI DSS

The Payment Card Industry Data Security Standard, in its prevailing version published at www.pcisecuritystandards.org.

Scheme

The organisation which establishes rules, practices, standards and/or implementation guidelines for the execution of payment transactions. For example, Visa, Mastercard, Swish and Afterpay.

Scheme Trademarks

The trademarks, logos and other marks used by a Scheme for the Scheme's Payment Method(s).

Service

The services provided pursuant to the Agreement and regulated by these Terms and Conditions, including services provided for the Payment Methods.

Special Terms

The terms and conditions applicable to a certain Payment Method and will only form part of the Agreement if the specific Payment Method is comprised by the Agreement. The versions in force at any time are available at <https://support.nets.eu/article/terms-and-conditions-for-webshop-payment-modules>.

Terms and Conditions

Collectively 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.

Transaction

A payment transaction made with a Payment Method.

Transaction Amount

The amount the End Customer shall pay to the Merchant for goods or services.

Transaction Data

The data used to complete a Transaction. These include for example Data and other information received in connection with the payment, e.g. the Transaction Amount and transaction date.

1. Introduction to Agreement structure and scope

1.1. Introduction to Agreement structure

- 1.1.1. The Terms and Conditions form an integral part of the Agreement entered into between the Merchant and Nets for the Service.
- 1.1.2. The Terms and Conditions consist of the following parts and documents:
- Core Terms as set in sections 1 – 14 of this document;
 - Country Specific Terms as set in sections 15 –20 of this document; and
 - Special Terms as available at <https://support.nets.eu/article/terms-and-conditions-for-webshop-payment-modules>.
- 1.1.3. In case of discrepancies between (i) the Core Terms and (ii) the Country Specific Terms or the Special Terms, the Country Specific Terms and the Special Terms prevails over the Core Terms.
- 1.1.4. In case of discrepancies between (i) the Country Specific Terms and (ii) the Special Terms, the Country Specific Terms prevails.

1.2. Scope

- 1.2.1. The Merchant may use the Agreement and Service exclusively for the payment of activities, products and services which have been notified and approved by Nets at the time of the entry into the Agreement or when approved by Nets via a written and signed document.
- 1.2.2. The Merchant shall have the right to use the Merchant Outlet from which the goods/services are sold. The Merchant Outlet must be registered in the Merchant's name as stated in the Agreement.
- 1.2.3. The Merchant is not permitted to use the Agreement or Services for the following:
- Accepting Transactions that arise from sales or activities offered by anyone other than the Merchant;
 - To complete payments that are subsequently forwarded to other parties, e.g., by assigning its receivables from Nets to other parties;
 - Accept any Payment Method for any fraudulent purpose, or in any other manner contrary to the permitted usage of the Payment Method, or in any manner that the End Customer has not approved;
 - Make multiple Transactions with the same Payment Method at one and the same time for the same purchase;
 - Activities that may damage the brand and/or reputation of Nets and/or the Schemes;
 - Immoral or unethical purposes, or a purpose that in any way or manner contravenes applicable laws and regulations;
 - The sale of pornographic material involving children, animals, rape or any other form of brutality;
 - The sale of modification chips;

- The sale of goods or services that infringe intellectual property rights, including any Scheme Trademarks;
- The sale of decryption devices for HD DVD and Blu-ray discs;
- Promotion, glorification or support of any form of violence, war, terrorism, racism and/or discrimination;
- Financial instruments and investment objects, including but not limited to, stocks, bonds, securities, real estate and property sale, crowdfunding and timeshare;
- Pyramid schemes; or
- In general, the provision of goods or services in violation of the Schemes' rules and/or Nets' Instructions.

1.2.4. The Merchant is not permitted to use the Agreement or Services for the following purposes, unless otherwise agreed in writing:

- Payment of debt (e.g. payment of outstanding balances on credit cards or loans). The Merchant may seek Nets' approval to be able to accept domestically issued debit cards for payment of debt;
- Gambling, lotteries, betting, etc.;
- Pornographic material and pornographic films;
- The acceptance of donations on behalf of others;
- Tobacco and tobacco-related products;
- Electronic cigarettes;
- Pharmaceuticals;
- Internet-based services, involving the purchase of adult chat, entertainment or dating services;
- Prepayments, i.e. sales of products and services to be delivered at a future date, including but not limited to deposits, membership and/or subscription transactions, travel, tickets, educational courses, etc.;
- CBD Products;
- Electronic money, e-wallets, foreign exchange services, money transfer services, loan products, cryptocurrencies and other types of money or financial services;
- Multi-level marketing and affiliate set-ups; or
- Weapons.

1.2.5. The Merchant is responsible to inform Nets and seek approval if the Agreement or Services are to be used in connection with any of the purposes listed above in section 1.2.4 or any sales or activities that could otherwise be considered controversial.

2. The Service

2.1. Introduction

- 2.1.1. The Service generally consists of four primary elements in form of (i) a Checkout Interface, (ii) transfer of Transaction Data between the Merchant and the relevant Payment Processor, (iii) acquiring of Transactions and (iv) settlement of the Transaction Amounts with the Merchant. Not all elements are relevant and used for all Payment Methods, cf. the Special Terms.
- 2.1.2. The Service only comprises the Payment Methods. Each Payment Method and the acceptance hereof is regulated in more detailed in the Special Terms. The End Customer

can choose between the Payment Methods as part of the Checkout Interface.

2.2. Checkout Interface

2.2.1. Nets shall make the Checkout Interface available for the End Customers subject to the Merchant's compliance with this Agreement, including with respect to implementation of the Service.

2.2.2. The Checkout Interface is designed as shown and contain the functions described on Nets' website. The Merchant is responsible for ensuring that Checkout Interface complies with legislation and rules applicable to the Merchant. If the Checkout Interface must be changed to ensure such compliance, the Merchant may contact Nets in order to agree on a change and the terms applicable to it.

2.2.3. The Checkout Interface shall include the Payment Methods.

2.3. Transfer of Transaction Data to Payment Processor

2.3.1. Nets shall transfer Transaction Data between the Merchant and the relevant Payment Processor in accordance with this Agreement and the relevant terms in place between Nets and the Payment Processor.

2.3.2. Further details and a description of the functionality, support or technology included in the Service are provided on Nets' website.

2.3.3. Nets shall transfer and handle Transaction Data in accordance with PCI DSS.

2.4. Acquiring of Transactions

2.4.1. Nets shall acquire the Transactions for those of the Payment Methods which Nets, and the Merchant have agreed that Nets shall acquire and as set out in the Special Terms.

2.5. Settlement

2.5.1. Nets shall pay (settle) the Transaction Amount no later than the settlement times at provided by Nets to the Merchant from time to time, provided that:

- a) The Transaction has been approved by the Payment Processor and other relevant processors for example the issuer of the Payment Method in question;
- b) The Transaction fulfils the requirements specified in the Agreement; and
- c) The Merchant has otherwise fulfilled their obligations under the Agreement.

2.5.2. The settlement time may be different for each Payment Method.

2.5.3. The Transaction Amounts shall be paid to the bank account agreed with the Merchant.

2.5.4. Nets has the right to a set-off for all Nets' receivables, whether they relate to fees for the Service, credits issued, repurchases or otherwise, in the settlement amount.

2.5.5. Settlement delays may occur in connection with public holidays.

2.5.6. Settlement shall take place in the currency agreed between Nets and the Merchant. If nothing has been agreed, the Transaction amount shall be settled in the local currency of the Merchant.

2.5.7. If Nets is unable to set-off its receivables from the Merchant's settlement, Nets has the right to invoice the Merchant for the amount due or use direct debit if such payment form has been agreed by the Merchant.

2.5.8. The Merchant shall verify that the prices and fees charged are in accordance with the prices stated in the Agreement, and must submit a written complaint to Nets in the event of any error(s). The Merchant's written complaint shall be submitted to Nets within one month from the agreed due date for payment. 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.

2.5.9. If the Merchant has received a payment to which it has no legal claim (regardless of whether such error is attributable to Nets), this amount must be returned to Nets immediately. If Nets discovers that the Merchant has been charged a too small amount for the Services under the Agreement, or that Nets has failed to charge fees under the Agreement, Nets has the right to afterwards charge the Merchant for this. Nets also has such right after termination of the Agreement, subject to applicable law on limitation of claims.

2.5.10. Nets is entitled, irrespective of that the above conditions are fulfilled, to retain and delay a payment to the Merchant if:

- a) Nets has reasons to believe that a Transaction may be come subject to a complaint or claim, may be deemed to be fraudulent;
- b) there are otherwise circumstances requiring an investigation; or
- c) The Merchant's credit rating has deteriorated and the Merchant's ability to pay is reduced in the reasonable opinion of Nets.

2.6. Integration and implementation of the Service

2.6.1. The Merchant is responsible for integrating its systems with Nets' system in accordance with the applicable Instructions. This can take place either by means of the Merchant directly connecting to the Nets system or by integration with any of Nets' partners. Nets provides a test account for the purpose of preparing for initial operation, among other things. The Service cannot be used for live Transactions until Nets has accepted and approved the application and has notified the Merchant that the technical connection is ready, which can take place on two different occasions.

2.6.2. If, at the commencement of the Service or upon its termination, Data are to be imported from the Merchant's present payment provider or, on the other hand, if such data is to be exported to a new payment provider, this shall be done according to terms and conditions established by Nets prevailing at the time.

2.7. Continuing development of the Service

2.7.1. Nets shall provide the Service with care and in accordance with good industry practice. Nets shall take reasonable measures to ensure that the Service is compatible with the recognised operating systems on the market. Nets does not provide a guarantee that the Service is compatible or can be integrated with the Merchant's IT system.

2.7.2. Nets continuously strives to develop and improve the Service further so that it meets the needs demanded by the market. Therefore, Nets reserves the right to make changes and updates to the Service which Nets finds appropriate, without any obligation to inform the Merchant or obtain consent from the Merchant. This may also involve adding to or removing the methods of payment, and may occur without the consent of the Merchant as long as a change in prices is not made.

2.8. Backups

2.8.1. Nets performs backups of the data stored in the Service on a daily basis. Nets is responsible for ensuring that Customer Data, which constitutes all the data that the Merchant sends to and/or via the Nets System in connection with the usage of the Service, which is retained and stored at Nets, is retained for at a minimum of twelve (12) months from the date of receipt of the information received by Nets.

3. General obligations of the Merchant

3.1. Instructions

3.1.1. The Merchant must always follow the Instructions at all times. The Merchant is responsible for ensuring that sensitive information, such as login information, passwords, certificates and the like, are used and handled in a secure manner and are kept secret. If Nets issues Instructions concerning a change/revision, the Merchant must comply with such Instructions as soon as possible but no later than within thirty (30) days.

3.2. Safety tests/analyses/assessments

3.2.1. The Merchant is not entitled to perform any safety tests/analyses/assessments or other measurements vis-à-vis Nets' system without first receiving Nets' written approval.

3.3. Charge

3.3.1. The Merchant shall only charge the End Customer and make a Charge when the goods or services purchased have been handed over to an independent third party for delivery, delivered to the End Customer or if otherwise permitted by applicable law.

3.4. PCI DSS

3.4.1. Nets is responsible for complying with PCI DSS for all Data handled as part of the Service.

3.4.2. The Merchant is responsible for that the integration and implementation of the Service complies with PCI DSS.

3.4.3. The Merchant is obliged to inform Nets in the event that it handles/stores Data, for instance if payment solutions allowing for such handling or storage are used.

3.4.4. The Merchant must present PCI DSS validation if requested by Nets. Merchants that do not handle/store Data are nonetheless obliged to present PCI DSS certification if required to do so pursuant to Nets' and the Scheme's validation requirements. If a Merchant is required to report its PCI DSS-compliance, the reporting must take place electronically via Nets' provider of PCI DSS reporting services.

3.4.5. The Payment Instrument's security code and other sensitive Data must not be stored under any circumstances once the Authorisation (as defined in the Special Terms) is complete.

3.5. Data breach or compromise of systems

3.5.1. The Merchant shall immediately inform Nets in the event of, or if they have any suspicion of, unauthorised access to the Merchant's systems containing Data in the event of compromise of Data or data breach (data intrusion). In case of intrusion, or with reasonable suspicions of intrusion into systems at the Merchant or Merchant's provider containing Data, the Merchant undertakes to use a PCI Forensic Investigator (PFI) at their own expense. In addition, Nets reserves the right to transfer any fees to the Merchant which corresponds to the fees charged Nets by the Schemes or Payment Processor for the corresponding events.

3.5.2. In the event of an intrusion, or in the event of a reasonable suspicion of intrusion, in systems containing Data at the Merchant or the Merchant supplier(s), Nets reserves the right to pass on to the Merchant any charges corresponding to the Schemes' charges imposed on the Payment Processor, and which the Payment Processor passes on to Nets for corresponding incidents.

3.5.3. The Merchant is responsible for all losses and damages that may arise due to fraud related to Payment Instrument usage, the cost of issuing new Payment Instrument, and expenses associated with the requisite investigation of data breaches or suspected data breaches. The reporting and drafting of reports may only be carried out by a PFI who has been approved by the Schemes. The Merchant is obligated to cooperate and assist Nets, the chosen PFI, and the relevant public authorities, in the event of suspected data breach.

3.5.4. Nets has the right to suspend the Merchant's Agreement and the Services while an investigation is ongoing and until the investigation has been completed and Nets has determined that the Merchant is complying with the requirements of PCI DSS.

3.6. Requirements relating to the Merchant's website

3.6.1. The Merchant's website must contain the following information (minimum requirements):

- a) The Merchant's name, company/business registration number and address (including country);
- b) E-mail address and telephone number of the Merchant's customer service department or similar unit;
- c) Description of the goods/services that the Merchant sells (including prices, taxes and fees);
- d) Terms and Conditions (including End Customer's right of withdrawal, delivery and payment terms) and shipping costs;
- e) A button for the approval of the order, or other form of confirmation on the website, showing that the End Customer has approved the Merchant's terms and conditions and return/refund policies;
- f) It must state that the End Customer may pay by payment card;
- g) The Scheme Trademarks encompassed within the Agreement as a means of payment must appear on the website;

- h) Transaction currency (for example, SEK);
 - i) Any export restrictions;
 - j) Information about how personal information is processed; and
 - k) Information on how Data are processed and protected.
- 3.6.2. The End Customer is entitled to receive a receipt for each payment. Irrespective of the type of receipt, the Receipt must comply with applicable law and at the minimum contain the following information:
- a) The name and address of the Merchant;
 - b) Amount;
 - c) Date of the purchase;
 - d) The last four digits of the card number, when a payment card is used as a Payment Instrument;
 - e) The authorisation code when a payment card is used as a Payment Instrument; and
 - f) The delivery address.
- 3.6.3. The Merchant's website may not give the End Customer the opportunity to enter Data in another way than by using the Service (or by using another Scheme approved payment service).
- 3.7. Cookies**
- 3.7.1. Nets uses cookies in connection with the Checkout Interface. Information about which cookies are used can be found on Nets' website.
- 3.7.2. The Merchant is required to comply with all rules and provisions pursuant to statutes and regulations applicable and relevant to the use of cookies and notify their users regarding the cookies being used by Nets.
- 3.8. Prevention of money laundering or terrorist financing**
- 3.8.1. Nets is as a provider of acquiring services subject to statutory law requiring Nets to take certain customer due diligence measures for preventing use of financial systems for the purpose of money laundering or terrorist financing.
- 3.8.2. As part of the due diligence measures Nets is inter alia obliged to verify the identity of the Merchant as Nets' customer and of the Merchant's beneficial owners.
- 3.8.3. The Merchant shall provide Nets the information, documentation etc. necessary for Nets to comply with its due diligence obligations and shall in good faith cooperate with Nets in that respect.
- 3.9. Risk assessment**
- 3.9.1. Nets reserves the right to perform a risk assessment of the Merchant at any time, including by obtaining credit information relating to the Merchant and its owners, board members, management and authorised signatories, and by requesting the disclosure of financial statements and other information required in order to perform an assessment of the Merchant's creditworthiness and risk profile. This information may include documentation of necessary licences as well as information about revenue related to prepayments.
- 3.9.2. The Merchant is obliged to inform its owners, board members, management and authorised signatories that they may be included in a risk assessment of the Merchant.
- 3.9.3. If, on the basis of the risk assessment, Nets deems it necessary to do so, Nets may, with immediate effect:
- a) demand a bank guarantee or other type of guarantee;
 - b) withhold the Merchant's settlement in whole or in part;
 - c) extend the settlement period for all or parts of the Merchant's revenue;
 - d) establish a risk and/or chargeback fee that the Merchant will be required to pay; and/or
 - e) amend or terminate the Agreement in accordance with [section 13 \(Term and Termination\)](#).
- 3.9.4. As part of ongoing risk assessment, Nets, the Schemes or a representative of either a Scheme or Nets may conduct an unannounced physical inspection of the Merchant's premises, the Merchant Outlet, etc., to the extent they are relevant to this Agreement, which may include a security assessment and/or a general assessment covering the following areas:
- a) The Merchant's premises and the Merchant Outlet;
 - b) Access to the Merchant's servers and stored data;
 - c) Stock, if any;
 - d) Internal processes; and/or
 - e) Compliance with all security requirements imposed pursuant to this Agreement.
- 3.9.5. The Merchant must bear all reasonable costs associated with such an inspection.
- 3.9.6. The Merchant shall also on a continuous basis and within two (2) working days after receiving a request from Nets, provide Nets with information related to the Transactions, such as documentation concerning the delivery, terms of contract, receipt, etc. for individual Transactions.
- 3.10. Changes in the Merchant's circumstances**
- 3.10.1. The Merchant must immediately inform Nets in writing of any change in the circumstances reported to Nets with the application for the Agreement or as stated in the Application Form itself; including with respect to changes in:
- a) Control of the Merchant;
 - b) The ownership of 25% (twenty-five percent) or more of the Merchant or of the Merchant's share capital;
 - c) The Merchant's management (including its Board of Directors, management and general manager), as well as authorised signatories;
 - d) The Merchant's corporate form (e.g. a change from a sole proprietorship to a private limited company);
 - e) The Merchant's line of business;
 - f) Address, telephone number, website address (URL);
 - g) E-mail address (including the e-mail address used to receive Nets' requests for copies of Receipts);
 - h) Bank account number;
 - i) the documentation or information provided to Nets for customer due diligence measures, cf. [section 3.8 \(Prevention of money laundering or terrorist financing\)](#);
 - j) The use of external suppliers for completion of Transactions with payment cards; and
 - k) any other change in the Merchant's circumstances of relevance to the Agreement.

- 3.10.2. In addition, the Merchant must inform Nets if the Merchant makes significant changes to its product range or its payment and delivery conditions, e.g. use of prepayment, or if it anticipates significantly increased sales.
- 3.10.3. Furthermore, the Merchant shall inform Nets of events that may be expected to affect, or may in the future affect, all or part of the cooperation pursuant to this Agreement. It is of particular importance that all planned changes in the Merchant's E-commerce platform and/or computer systems which may in any way be regarded as affecting the cooperation, are notified to Nets in sufficient time prior to the change commencing.
- 3.10.4. Changes in accordance with this section may result in a new risk assessment (cf. [section 3.9 \(Risk Assessment\)](#)) and/or a requirement that a new Agreement must be entered into with Nets.
- 3.10.5. Any change to the settlement account must be documented in writing in the form of a confirmation from the bank/ submission of account statements, and must be signed by an authorised signatory or person holding a power of attorney in accordance with the rules governing powers to bind the Merchant.

4. The relationship between the Merchant and the Customer

- 4.1. The Merchant is liable to the End Customer for all defects/ deviations in the goods or services sold concerning quality, condition and design/execution, as well as missing or inadequate delivery of goods or services to the End Customer or another party which the End Customer may have designated.
- 4.2. The Merchant undertakes to receive and process any claims from End Customers relating to the goods or services. Such claims are to be settled directly between the Merchant and the End Customer, and the Merchant shall not involve Nets.
- 4.3. The Merchant is responsible for fulfilling and for a possible non-fulfilment of the agreement with the End Customer for delivery of goods or services. 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 based on the Merchant is acting as an intermediary or similar, or that refer the End Customer to a third party for claim handling.

5. Prices and Payment Terms

5.1. Prices

- 5.1.1. The Merchant shall pay the prices and fees for the Service as set out in the Agreement, including the price list.
- 5.1.2. The prices and fees are subject to change as stated in [section 12 \(Amendments to the Agreement, including prices\)](#).

5.2. Payment Terms

- 5.2.1. The Merchant is invoiced monthly for the fixed fees, to the extent that it is not stated in the price list that a certain fee is invoiced in advance, or Nets will settle the fees in the manner otherwise specified in the Agreement. The invoicing of fixed monthly fees is invoiced from the entry into the Agreement, and other charges on a regular basis as incurred. Nets invoices become due for payment fourteen (14) days from the invoice date. When an invoice is issued, an invoicing fee of SEK thirty-five (35 Swedish kronor) or local equivalent per invoice is charged. The invoices are sent out by e-mail to the e-mail address provided in the application.
- 5.2.2. The Merchant is not entitled to offset the compensation that the Merchant is required to pay to Nets against any claim against Nets, without first obtaining Nets' prior written approval. A credit note issued by Nets shall be considered as such approval.
- 5.2.3. In the event of late payment, a fee for a written payment reminder and past interest due on the outstanding amount in accordance with the interest rate legislation in the country where the Merchant is based, from the due date until the final payment is made.
- 5.2.4. The settlement of any price deduction occurs on the next invoice by set-off of the credit note issued or as a deduction on the next invoice.

5.3. Annual adjustment

- 5.3.1. Nets is entitled to increase, once each calendar year, without prior notice, the prevailing compensation and fees by up to 5% (five percent) per annum.

5.4. Adjustment based on events outside Nets' control

- 5.4.1. Nets is also entitled at any time to increase the prevailing compensation and fees based on external factors beyond Nets' control - including but not limited to new or amended legislation, governmental regulations or demands from the Payment Processor, or change in the ratio of corporate, domestic, or foreign cards used by Merchant, which differs from what Nets had reason to assume based on the information provided by Merchant regarding its business - whereby the change shall be proportional to the impact of the external factors on Nets' costs. Amendment of prices enters into force thirty (30) days after notification.

6. Monitoring, fraud, etc.

- 6.1. Nets monitors Transactions received from the Merchant. Nets likewise monitors any Transaction reported as being a dispute, chargeback or case of fraud.
- 6.2. The Merchant may be contacted and the matter will be investigated if such monitoring reveals significant deviations from normal activity at the Merchant or within the Merchant's industry, or if Nets, for any other reason whatsoever, suspects that fraud has occurred at the Merchant, or if the reported level of fraud is higher than what Nets considers to be normal. In such cases, Nets is entitled, with immediate effect, to modify the settlement conditions, to

withhold settlement, and/or to suspend or terminate the Agreement.

- 6.3. Nets also reserves the right to reverse Transactions which have been confirmed as being instances of fraud.
- 6.4. Nets may require the Merchant to implement such measures as may be needed to reduce the number of fraudulent Transactions, disputes, chargebacks or credit transactions, etc., for instance by upgrading or replacing IT-systems, implementing a fraud monitoring system approved by Nets, or by implementing manual monitoring of Transactions. The Merchant must act in accordance with Nets' Instructions to limit fraud within the time limit specified.
- 6.5. If the number of disputes, chargebacks, fraudulent Transactions or credit transactions leads to additional costs for Nets, e.g. in the form of charges payable to one or more Schemes, Nets reserves the right to pass such costs on to the Merchant.
- 6.6. In order to prevent or reduce fraud, Nets is entitled to in its own discretion to set limits on the value of individual Transactions or on the total Transaction Amount during a specific period of time. The limits discretionally determined by Nets and are not notified to the Merchant.

7. Liability and limitation of liability

7.1. Generally

- 7.1.1. Each party is liable for its acts and omissions under the Agreement in accordance with applicable law, subject to the terms set out in the Agreement.
- 7.1.2. The Parties are not under any circumstances responsible for indirect losses and damages, including but not limited to business interruption, loss of data or loss of profits or sales, lost or reduced savings, loss or damage of data, costs of equipment, loss of existing or potential customer agreements. Nets is not responsible for any losses, damages, errors, inconvenience, damage or delays attributable to the Merchant's or third parties' relationships, including interference on the internet.
- 7.1.3. A Party's 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 Services.
- 7.1.4. Any claims arising from Nets' breach of contract must be made by the Merchant within three (3) months from the date the Merchant became aware of cause relating to the claim or should have been aware of this. After this, the right to make any claims under this Agreement ceases.
- 7.1.5. The limitation of liability set out in this section 7 does not apply in case of wilful misconduct, gross negligence and bodily injuries.

7.2. Fines, fees etc. from Schemes

- 7.2.1. The Merchant will indemnify Nets in respect of any costs, fines and fees imposed on or any other claims brought against Nets by the Schemes as a result of circumstances

attributable to the Merchant, including such fines and fees imposed by the Schemes due to the fact that the Merchant e.g. has not complied with the requirements of PCI DSS and/or if the proportion of complaints exceeds the levels that Schemes apply at any given time.

7.3. Force Majeure

- 7.3.1. Neither Party shall be liable to the other Party if the Party is prevented from fulfilling their obligations pursuant to the Agreement due to circumstances that the Party had no control over and that the Party at the date of entering into the Agreement could not reasonably have foreseen (force majeure), including but not limited to lightning strikes, labour conflicts/industrial action irrespective of whether or not the Parties themselves are involved in the conflict, war, fire, riots, power outage, natural disaster, extensive water damage, extensive or targeted virus and/or hacker attacks, amended governmental regulations and/or failure or delay at a subcontractor. If a Party has not been able to fulfil its obligations pursuant to the Agreement for a consecutive period of three (3) months, the other Party is entitled to terminate the Agreement without prior notice.

7.4. Remedy for deviation

- 7.4.1. If the Service's function differs from the agreed function, a deviation exists.
- 7.4.2. Nets undertakes to commence rectification of the deviation within a reasonable period of time after the Merchant's request for rectification has been received, so that the Service fulfils the agreed function.
- 7.4.3. The Merchant shall, as far as possible, provide Nets with all relevant information regarding the alleged deviation and the circumstances surrounding it. In addition, in connection with Nets' remediation of the deviation, the Merchant shall make itself available to Nets to a reasonable extent, without any claim for compensation, to respond to questions and provide assistance with the testing.
- 7.4.4. In order not to lose any possible rights the Merchant may have to a price reduction due to the deviation, the Merchant shall make a written claim for a reduction in price to Nets within one (1) month from the time the Merchant was made aware of, or should have had knowledge of, the deviation.
- 7.4.5. Nets is not liable for, nor obligated to remedy, the deviation, and the Merchant is not entitled to a reduction in price, early termination of the Agreement, or other penalty, if the deviation only causes an insignificant inconvenience to the Merchant, or is due to:
 - a) the Merchant's use of the Service with any equipment, software or accessories other than that recommended or approved by Nets;
 - b) the changes or interventions the Merchant has made in the Service, or other software, have been made without Nets' prior written approval;
 - c) attacks, including virus attacks, coming from the outside, or other circumstances beyond Nets' control such as defects or deficiencies in equipment/accessories, Internet connections, software that is not included in the Service; or
 - d) Force majeure (refer to [section 7.3](#)).

- 7.4.6. This section 7.4 (remedy for deviation), exhaustively governs Nets' liability for deviation in the Service, and the Merchant has no rights to another or additional remedy or compensation in such connection. If, however, Nets is obligated to pay the maximum compensation according to [section 7.1.3](#) during a calendar year, a deviation pursuant to this section 7.4 shall be considered a material breach of the Agreement and entitles the Merchant to terminate the Agreement within thirty (30) calendar days by providing written notice to Nets, with the Agreement concluding thirty (30) days after such notice has been received by Nets.

8. Confidentiality

8.1. Confidentiality

- 8.1.1. The Parties shall treat all information relating to Agreement as confidential information ("Confidential Information").
- 8.1.2. Confidential Information does not include information or material that:
- is publicly available by no fault of or breach by the receiving Party;
 - is rightfully received by the receiving Party from a third party without a duty of confidentiality;
 - was rightfully known to the receiving Party prior to receipt from disclosing Party; or
 - was independently developed by the receiving Party without use of Confidential Information.
- 8.1.3. The receiving Party shall keep all Confidential Information strictly confidential and shall not disclose it to third parties.
- 8.1.4. The receiving Party shall take all reasonable precautions to protect the Confidential Information by handling such Confidential Information with at least the same degree of care as the receiving Party normally uses to protect its own information of equivalent importance from unauthorised disclosure or use, never, however, less than with reasonable degree of care.
- 8.1.5. The receiving Party shall only use the Confidential Information for the purpose of this Agreement and shall copy the Confidential Information only to the extent necessary for said purpose.
- 8.1.6. Notwithstanding section 8.1.3 above, the receiving Party may disclose Confidential Information:
- to its subcontractors, group companies, employees, consultants, legal advisors and other such representatives who need to know the Confidential Information to fulfil the purpose of this Agreement and provided that the receiving Party ensures that they comply with similar confidentiality requirements as set out in this Agreement; and
 - as required by law or pursuant to a judicial or governmental order, provided that the disclosing Party, if feasible, prior to such disclosure, inform the other Party of this.
- 8.1.7. Nets may 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 affiliated to Nets for use in e.g. intra-group reporting, marketing, and sale of products and services. A list of the companies affiliated to Nets is published at www.nets.eu.

- 8.1.8. If Nets and the Merchant have entered into the Agreement via a cooperation partner to Nets (e.g. based on a reference, a lead or similar), Nets may provide necessary information regarding the Agreement and the associated relationship 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.
- 8.1.9. Nets is entitled to disclose information about the Merchant to the Schemes, payment processors and other companies as required by the rules, regulation and similar from the Schemes. If the Agreement should cease to apply as a result of the Merchant's breach of contract, or because the Merchant has facilitated or aided and abetted fraud, Nets is obliged to report the Merchant to the Schemes. Nets may further add the Merchant and relevant associated persons to Nets' internal watch list.
- 8.1.10. This section 8 (Confidentiality) shall apply for the duration of the Agreement and for an additional period of three (3) years thereafter, unless a longer confidentiality term is required by law in which case such a longer term applies.

9. Data protection

9.1. General

- 9.1.1. 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 Services and fulfil the obligations under the Agreement, ii) for making customer analyses and business follow-up, iii) for making business and methods development as well as carrying out risk assessment and management and iv) for marketing purposes of companies in the group Nets is a part of towards the Merchant. The personal data include details of contact persons processed for the purposes of onboarding, support, etc., personal data processed as part of AML measures or due to other legal requirements. The Merchant accepts an obligation to inform its employees and other representatives about the disclosure, etc. of personal data to Nets as part of the Agreement for the above purposes.
- 9.1.2. Personal data of individuals who are End Customers will also be processed by Nets as data controller. The personal data include Transaction Data, including Data.
- 9.1.3. Personal data may also be processed by other companies in the group Nets is a part of and other companies with which the group co-operates in its operations for the purpose of this Agreement, both within and outside the EU/EEA.
- 9.1.4. Further information about the processing of personal data by Nets and a list of the companies that are in the same group as Nets can be found on Nets' website.

9.2. Specific data protection

- 9.2.1. For information on and regulation of specific Payment Methods, including with respect to processing of Personal Data (if any), reference is made to the Special Terms for each of the respective Payment Method.

10. Intellectual property rights

10.1. General

- 10.1.1. Nets owns and reserves all rights, including the right of ownership and copyright to all products and services included in the Service, including but not limited to the materials, software, source code, instructions, documentation and tools, as well as all other related information and know-how. The Agreement does not imply any transfer of ownership or intellectual property rights to the Service or other services and products encompassed within the Agreement from Nets, beyond the specified time-limited right of usage as provided below.
- 10.1.2. During the term of the Agreement, the Merchant is required to show and make Nets' logo accessible on the Merchant's websites. However, the Merchant may never give the impression of anything other than the fact that there is a customer relationship between Nets and the Merchant. The Merchant must always follow Nets' Instructions for displaying the Nets logo.
- 10.1.3. The Merchant has no right to transfer, assign, grant sublicenses to, or license the software, codes, etc. provided to the Merchant by Nets; to any other parties. Nor does the Merchant have the right to copy, translate, modify or decompile the software or to perform any "reverse engineering," other than as stated in mandatory law.
- 10.1.4. Immediately following the termination of the Agreement, the Merchant is responsible for returning or destroying of all copies of the software, codes, etc., documentation and any similar materials or items, provided to the Merchant by Nets.

10.2. Scheme Trademarks

- 10.2.1. All rights to Scheme Trademarks belong to the respective Scheme.
- 10.2.2. The Merchant is entitled to use the Scheme Trademarks in connection with its marketing of products and services that can be paid for using respective Payment Method. Similarly, the Merchant is entitled to use 3-D Secure trademarks for Transactions where 3-D Secure is used.
- 10.2.3. The Merchant must clearly post the Scheme Trademarks (logos) for the Payment Methods the Merchant accepts. If the Merchant uses 3-D Secure, the relevant 3-D Secure trademarks must be displayed together with the payment card logos.
- 10.2.4. The Scheme Trademarks must not be used for any other purpose.
- 10.2.5. The Merchant may obtain and order the trademarks and stickers for use at the Merchant's website and in its marketing materials from nets.eu/payments. The trademarks must always be displayed in their original, correct layout and in

accordance with any instructions and/design manuals of the Schemes.

- 10.2.6. Images of a Payment Method (for example a payment card) used in marketing materials must not contain information which can be used to identify a specific person or information which can be used to carry out a payment (for example cardholder name and valid card number).
- 10.2.7. The use of the Scheme Trademarks must not violate the owners' rights to the trademarks and must not create the impression that the products and services are sponsored, produced, offered, sold or otherwise supported by the Schemes.
- 10.2.8. The Merchant has no other rights – such as ownership or intellectual property rights – to the Scheme Trademarks beyond to the above-mentioned right of use. The Merchant does not have the right to register the right of use.
- 10.2.9. On expiry of the Agreement, the Merchant must cease its use of the Scheme Trademarks, including in signage, marketing on the internet or via other media, or any other form of marketing.

11. Miscellaneous

11.1. Entire Agreement

- 11.1.1. The Agreement constitutes the Parties' full and complete agreement concerning of all matters that the Agreement relates to. No written or oral commitments, nor similar statements, expressed or made prior to the Agreement, and not encompassed within the Agreement may be invoked as a content of the Agreement.

11.2. Marketing references

- 11.2.1. Nets is entitled to use the Merchant as a reference in its marketing.

11.3. Subcontractors

- 11.3.1. Nets is entitled to engage subcontractors, including personal data processors to perform certain or all of the obligations pursuant to the Agreement. Each Party is responsible itself for any subcontractors engaged by such Party.

11.4. Warranties

- 11.4.1. Unless explicitly agreed in writing, Nets gives no warranties in relation to the Service.

11.5. Trade control

- 11.5.1. The Merchant acknowledges that the Services may be subject to Trade Control Laws.
- 11.5.2. The Merchant shall comply with Trade Control Laws and shall never ship, purchase, procure, import, export, receive, deliver or use the Services in violation of the Trade Control Laws.

11.6. Assignment

- 11.6.1. Nets has the right to assign its rights and obligations pursuant to the Agreement to third parties - in whole or in part. The Merchant is not entitled to assign their rights and obligations under the Agreement.

12. Amendments to the Agreement, including prices

12.1. General

- 12.1.1. Nets may amend the Agreement, including prices and Payment Methods, with thirty (30) days' written notice. Such notice may be issued by e-mail or via Nets administration user interface. Shorter notice may be given, if such modification is in response to requirements on the part of public authorities or the Schemes, for important security reasons, or in accordance with [sections 3.9 \(Risk Assessment\)](#) and [13 \(Term and Termination\)](#).
- 12.1.2. The Merchant is obliged to provide Nets with an e-mail address to which such notice can be sent. 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 change in the event that the Merchant has failed to inform Nets of a change in its e-mail address.
- 12.1.3. In the event that changes to the disadvantage for the Merchant are made to the Agreement, these are considered to have been approved unless the Merchant, acting prior to the date of the change's entry into force, in writing informs Nets that the Merchant does not wish to be subject to the new terms of contract.
- 12.1.4. If the Merchant informs Nets that it does not wish to be subject to the new terms of contract, the Agreement is considered to have terminated on the date on which the new conditions enter into force. Prepaid monthly/annual subscriptions will not be refunded.
- 12.1.5. Nets is entitled to modify or supplement the content of the Service, and/or the Agreement if it is required to be compliant with statute, government regulation or the Schemes' Regulations. Such changes do not entitle the Merchant to terminate the Agreement in advance of its ordinary termination, and there is no requirement that Nets inform the Merchant prior to the change becoming effective; however, where practicable and possible, the Merchant shall be informed.

13. Term and termination

13.1. Term

- 13.1.1. The Agreement enters into force when Nets has approved the Merchant's application and notified the Merchant in this respect.
- 13.1.2. The Agreement continues to be in force until termination for cause or convenience in accordance with the terms of the Agreement.

13.2. Termination for convenience

- 13.2.1. The Agreement term is for an initial contract period of twelve (12) months from the date Nets sent a notification to the Merchant with the approval of the Merchant's application to enter into this Agreement, and will thereafter be

extended for contract periods of twelve (12) months, unless a notice of termination of the Agreement is sent three (3) months prior to the end of the then-current contract period.

- 13.2.2. The Merchant's notice of termination must be made through a web interface designated by Nets or as otherwise set out on Nets' webpage.
- 13.2.3. Nets is entitled to send a notice of termination to the e-mail address specified by the Merchant or to the Merchant's registered address of business.

13.3. Termination for cause

- 13.3.1. Either Party is entitled to give notice of termination of this Agreement for early termination with immediate effect if:
- the other Party commits a material breach of contract and fails to remedy the material deficiency within thirty (30) days; or
 - The other Party is declared insolvent, becomes subject to debt relief proceedings, enters into composition proceedings or similar debt relief arrangements, is declared bankrupt or enters into restructuring proceedings, unless the estate or the Party undergoing restructuring is entitled to enter into the Agreement under the applicable legislation, and chooses to do so. At request, the estate is obliged to decide whether it wishes to enter into the Agreement within twenty-four (24) hours.
- 13.3.2. Nets also has the right to cease provision of the Service and/or terminate the Agreement with immediate effect, if:
- There is a change in control of the Merchant or a change in the ownership of more than 25% (twenty-five percent) of the Merchant's share capital;
 - The Merchant is past due or otherwise in delay with its payments;
 - The Merchant does not observe or comply with applicable laws, regulations, governmental decisions, or Instructions;
 - The Merchant, in Nets' well-founded opinion, has damaged, via its conduct/business activities, Nets/the Payment Processor's reputation;
 - The risk assessment of the Merchant is not satisfactory to Nets;
 - One or more Schemes or Payment Processors requires Nets to amend, suspend or terminate the Agreement;
 - A Transaction(s) which, in Nets' reasonable assessment, is/are not allowed under the rules and regulations set by the Schemes; the number of complaints due to fraud, unauthorised purchases or complaints from the End Customer relating to Transactions has reached an unacceptable high level, or the proportion of credits is excessively large, according to Nets' assessment;
 - The Merchant sells services or products in violation of the Scheme's rules;
 - The Merchant or their representatives may be regarded as being likely to engage in criminal activity, and/or appear on sanctions lists issued by the public authorities, such as US or European sanctions lists relating to the financing of terrorism (e.g. the OFAC's SDN or the

EU's list of financial sanction against persons, groups or entities involved in terrorism);

- j) The Merchant does not provide the necessary documentation, information etc. required by Nets pursuant to [section 3.8 \(Prevention of money laundering or terrorist financing\)](#); or
- k) The Merchant otherwise commits a breach of contract, for example by having declared incorrect information or providing incomplete information about their affiliation to a particular sector, uses the Agreement or the Services for prohibited activities as set out in [section 1.2.3](#), or uses the Agreement or Service for activities set out in [section 1.2.4](#) without prior written agreement with Nets, if the Merchant, when entering into the Agreement, has failed to disclose any changes, or has repeatedly violated the Agreement, even if each individual breach of contract cannot be considered to be a material breach of contract.

- 13.3.3. If Nets has ceased provision of the Service pursuant to [section 13.3.2](#), Nets is entitled to upon resumption of the Service to charge the Merchant an administrative fee of SEK 1,000 (one thousand Swedish kronor) or local equivalent.

13.4. Consequences of expiry of the Agreement

- 13.4.1. Upon the ending of the Agreement, the Merchant does not have the possibility of implementing refunds via the Nets system or does not have access to information about past transactions. Nets may, however, provide access, upon the request from the Merchant, to the administration user interface for six (6) months at a time, subject to the Merchant being charged a monthly fee. In the event Nets is to assist the Merchant in general, this may occur after a special agreement has been reached, whereby Nets' prevailing price for consultancy assistance will be applied.
- 13.4.2. Upon termination of this Agreement, irrespective of the reason, at the same time the Merchant's sales with the payment methods that this Agreement encompasses must cease. If this Agreement has ceased to be in force, irrespective of the reason, the Parties will nevertheless be responsible in accord with this Agreement for Transactions that have previously taken place with the support of the Agreement.

14. Applicable law and settlement of disputes

- 14.1. See the sections specifically relating to Merchant Outlets in Denmark, Finland, Norway, Sweden, Germany and in other countries.

15. Country specific terms for Merchants in Denmark

15.1. Introduction

- 15.1.1. The terms of this section 15 apply to Merchant Outlet in Denmark. The General Terms and Conditions also apply. In case of conflict between the General Terms and Conditions

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

15.2. Nets in Denmark

- 15.2.1. Nets operates in Denmark by Nets Denmark A/S, business registration no. 20 01 61 75, Klausdalsbrovej 601, DK-2750 Ballerup, Denmark. Nets can be contacted via the website nets.eu/payments. Communication with Nets can be in either English or Danish.
- 15.2.2. Nets is under the supervision of the Danish Financial Supervisory Authority and is registered in its register under FT no. 22002. Complaints concerning Nets as a payment institution may be submitted to the Danish Financial Supervisory Authority using the contact details on the authority's website www.finanstilsynet.dk. For other possible out-of-court and redress procedures, please refer to the website nets.eu/payments.
- 15.2.3. In case of conflict between the various language versions of these terms, the Danish version takes precedence.

15.3. Choice of law and disputes

- 15.3.1. The Agreement is subject to Danish law. Any disputes that arise between the parties and which cannot be resolved through negotiation may be brought before the Danish courts, in which case Glostrup City Court will be the venue.

16. Country specific terms for Merchants in Finland

16.1. Introduction

- 16.1.1. The terms of this section 16 apply to Merchant Outlet in Finland. The General Terms and Conditions also apply. In case of conflict between the General Terms and Conditions and the terms laid down in this section, the terms of this section will take precedence.

16.2. Nets in Finland

- 16.2.1. Nets operates in Finland by Nets Denmark A/S, Finnish Branch, business registration no. 2858201-4, Teollisuuskatu 21, FI - 00510 Helsinki, Finland. Nets can be contacted via the website nets.eu/payments. Communication with Nets can be in either Finnish, Swedish or English.
- 16.2.2. Nets is under the supervision of the Danish Financial Supervisory Authority and is registered in its register under FT no. 22002. Complaints concerning Nets as a payment institution may be submitted to the Danish Financial Supervisory Authority using the contact details on the authority's website www.finanstilsynet.dk. For other possible out-of-court and redress procedures, please refer to the website nets.eu/payments.
- 16.2.3. In case of conflict between the various language versions of these terms, the Finnish version takes precedence.

16.3. Choice of law and disputes

- 16.3.1. The Agreement is subject to Finnish law excluding its choice of law provisions. Any disputes that arise between the parties and which cannot be resolved through negotiation may be brought before the Finnish courts, in which case Helsinki District Court will be the court of first instance.

17. Country specific terms for Merchants in Norway

17.1. Introduction

17.1.1. The terms of this section 17 apply to Merchant Outlets in Norway. The General Terms and Conditions also apply. In case of conflict between the General Terms and Conditions and the terms laid down in this section, the terms of this section will take precedence.

17.2. Nets in Norway

17.2.1. Nets operates in Norway by Nets Branch Norway, business registration no. 996 345 734, Hoffsvæien 1 E, NO-0275 Oslo. Nets can be contacted via the website nets.eu/payments. Communication with Nets can be in either English or Norwegian.

17.2.2. Nets is under the supervision of the Danish Financial Supervisory Authority and is registered in its register under FT no. 22002. Complaints concerning Nets as a payment institution may be submitted to the Danish Financial Supervisory Authority using the contact details on the authority's website www.finanstilsynet.dk. For other possible out-of-court and redress procedures, please refer to the website nets.eu/payments.

17.2.3. In case of conflict between the various language versions of these terms and conditions, the Norwegian version takes precedence.

17.3. Choice of law and disputes

17.3.1. The Agreement is subject to Norwegian law. Any disputes that arise between the parties and which cannot be resolved through negotiation may be brought before a Norwegian court, in which case Oslo City Court will be the venue.

18. Country specific terms for Merchants in Sweden

18.1. Introduction

18.1.1. The terms of this section 18 apply to Merchant Outlets in Sweden. The General Terms and Conditions also apply. In case of conflict between the General Terms and Conditions and the terms laid down in this section, the terms of this section will take precedence.

18.2. Nets in Sweden

18.2.1. Nets operates in Sweden by Nets Branch Sweden, business registration no. 516407-4709, Hammarby allé 12, SE-120 30 Stockholm. Nets can be contacted via the website nets.eu/payments. Communication with Nets can be in either English or Swedish.

18.2.2. Nets is under the supervision of the Danish Financial Supervisory Authority and is registered in its register under FT no. 22002. Complaints concerning Nets as a payment institution may be submitted to the Danish Financial Supervisory Authority using the contact details on the authority's website www.finanstilsynet.dk. For other possible out-of-

court and redress procedures, please refer to the website nets.eu/payments.

18.2.3. In case of conflict between the various language versions of these terms, the Swedish version takes precedence.

18.3. Presentation of payment methods in E-commerce

18.3.1. The Merchant shall in E-commerce present available payment methods to consumers in compliance with the requirements set out in Chapter 7 a, 1 § of the Swedish Payment Services Act (7 a kap., 1 § Lag (2010:751) om betaltjänster). The Merchant is responsible and liable for such compliance, which includes but is not limited to liability for any costs or sanctions imposed on Nets as a result of the Merchant's non-compliance.

18.4. Choice of law and disputes

18.4.1. The Agreement is subject to Swedish law. Any dispute arising in connection with the Agreement and which cannot be resolved through negotiation shall be resolved by Swedish courts in which case Stockholm City Court shall be the venue.

19. Country specific terms for Merchants in Germany

19.1. Introduction

19.1.1. The terms of this section 19 apply to Merchant Outlets in Germany. The General Terms and Conditions also apply. In case of conflict between the General Terms and Conditions and the terms laid down in this section, the terms of this section will take precedence.

19.2. Nets in Germany

19.2.1. Nets operates in Germany by Nets Denmark A/S, business registration no. 20 01 61 75, Klausdalsbrovej 601, DK-2750 Ballerup, Denmark. Nets can be contacted via the website nets.eu/payments. Communication with Nets can be in either English or Danish.

19.2.2. Nets is under the supervision of the Danish Financial Supervisory Authority and is registered in its register under FT no. 22002. Complaints concerning Nets as a payment institution may be submitted to the Danish Financial Supervisory Authority using the contact details on the authority's website www.finanstilsynet.dk. For other possible out-of-court and redress procedures, please refer to the website www.nets.eu/payments.

19.2.3. In case of conflict between the various language versions of these terms, the German version takes precedence.

19.3. Choice of law and disputes

19.3.1. The Agreement is subject to the laws of the Federal Republic of Germany. Any dispute arising in connection with the Agreement and which cannot be resolved through negotiation shall be resolved by the competent courts of Frankfurt am Main.

20. Country specific terms for Merchants for other countries

20.1. Introduction

20.1.1. The terms of this section 20 apply to Merchants in other countries than Denmark, Finland, Germany, Norway and Sweden. The General Terms and Conditions also apply. In case of conflict between the General Terms and Conditions and the terms in this section, the terms of this section shall prevail.

20.2. Choice of law and jurisdiction

20.2.1. The Agreement is subject to Danish law. Any disputes that arise between the parties and which cannot be resolved through negotiation may be brought before the Danish courts, in which case Glostrup City Court will be the venue.

21. Special Terms

21.1. The Special Terms which contain the terms and conditions applicable specifically to a certain Payment Method are available on Nets' website, currently published at: <https://support.nets.eu/article/terms-and-conditions-for-webshop-payment-modules>.

