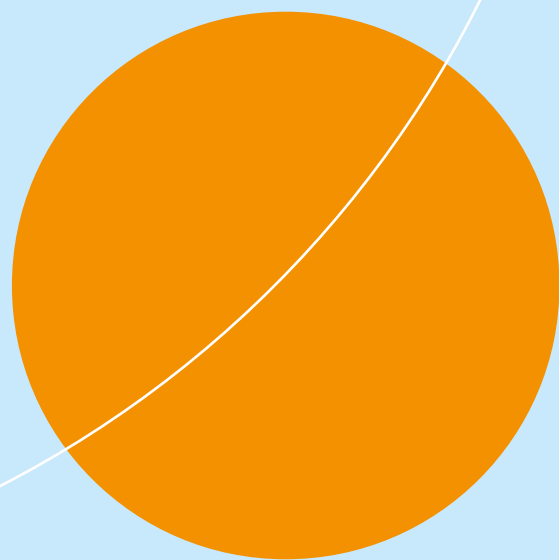


Nets Easy

General Terms and Conditions

JANUARY 2022



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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
 - Invite or 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 products or services that infringe intellectual property rights, including any Scheme Trademarks

- In general, the provision of goods or services in violation of the Schemes' rules and/or Nets' Instructions.

- 1.2.4. The above enumeration is not exhaustive and the full and currently applicable list is available on Nets' website.

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 hereby pledges all the funds it will be due pursuant to this Agreement as security for all of its present and future obligations to vis-à-vis Nets Group. This right shall apply with the best right after Nets' right to set off.
- 2.5.9. 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.
- 2.5.10. 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.
- 2.5.11. 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 become subject to a complaint or claim, may be deemed to be fraudulent, or
- 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
- 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 as payment card is used as a Payment Instrument. The authorisation code when a Card is used as a payment method.
 - e) 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 Service (or by other 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
- 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
 - 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 Agreement 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 eCommerce 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 END CUSTOMER

- 4.1. The Merchant is liable to the End Customer for all defects/deviations in the goods and services sold concerning quality, condition and design/execution, as well as missing or inadequate delivery of goods/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 product/ service. 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 products 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 act 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 discretionarily 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:
 - i. the Merchant's use of the Service with any equipment, software or accessories other than that recommended or approved by Nets;

- ii. the changes or interventions the Merchant has made in the Service, or other software, have been made without Nets' prior written approval;
- iii. 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;
- iv. 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:
- a) is publicly available by no fault of or breach by the receiving Party;
 - b) is rightfully received by the receiving Party from a third party without a duty of confidentiality;
 - c) was rightfully known to the receiving Party prior to receipt from disclosing Party; or
 - d) 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 Clause 8.1.3 above, the receiving Party may disclose Confidential Information:
- (i) 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

- (ii) 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 Company 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 Clause 1 (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 repre-

sentatives 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 Transaction 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 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:

- a) the other Party commits a material breach of contract and fails to remedy the material deficiency within thirty (30) days; or
- b) 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:

- a) 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,
- b) The Merchant is past due or otherwise in delay with its payments,
- c) The Merchant does not observe or comply with applicable laws, regulations, governmental decisions, or Instructions

- d) The Merchant, in Nets' well-founded opinion, has damaged, via its conduct/business activities, Nets/ the Payment Processor's reputation.
- e) The risk assessment of the Merchant is not satisfactory to Nets
- f) One or more Schemes or Payment Processors requires Nets to amend, suspend or terminate the Agreement
- g) 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
- h) The Merchant sells services or products in violation of the Scheme's rules,
- i) 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 SND or the EU's list of financial sanction against persons, groups or entities involved in terrorism); or
- j) The Merchant does not provide the necessary documentation, information etc. required by Nets pursuant to [section 3.8 \(Prevention of money laundering or terrorist financing\)](#).
- 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, or 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, Hoffsvvein 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 eCommerce

- 18.3.1. The Merchant shall in eCommerce 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 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

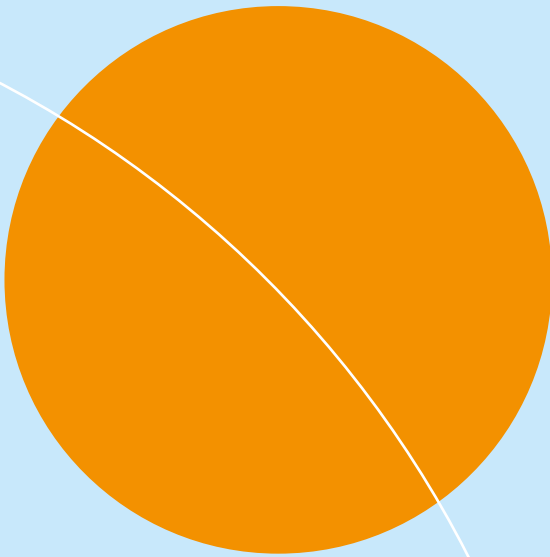
20.2.1. The Agreement is subject to Danish law. Any disputes that arise between the parties and which cannot be resolved through negotiation may be brought before the Danish courts, in which case Glostrup City Court will be the venue.

21. SPECIAL TERMS

21.1. The Special Terms which contains the terms and conditions applicable specifically to a certain Payment Method is available at <https://support.nets.eu/article/terms-and-conditions-for-webshop-payment-modules>.

nets

nets.eu



Nets Easy – Special Terms

Afterpay

JANUARY 2022

1. INTRODUCTION

- 1.1. The terms of this document only apply to Nets' delivery of Afterpay to the Merchant. The General Terms also apply.
- 1.2. Nets shall only deliver Afterpay to the Merchant if it is comprised by the Agreement as a Payment Method.
- 1.3. This document forms an integrated part of the Agreement.
- 1.4. In case of discrepancies between the text of the Special Terms and other parts of the Terms and Conditions, the interpretation priority order set out in Section 1.1 of the General Terms shall apply.

2. DEFINITIONS

- 2.1. The defined terms in the Agreement and the General Terms shall have the same meaning in this document unless otherwise is stated.

Afterpay

A Payment Method allowing the End Customer by paying by invoice.

3. NETS' ROLE

- 3.1. Nets will with respect to the provision of Afterpay make pay by invoice available as a Payment Method in the Checkout Interface and transmit the relevant Transaction Data to invoice payment provider.

4. GENERAL

- 4.1. The Merchant warrants, with respect to the Transactions transferred to Nets:
 - a) that the Transaction does not relate to an "open purchase" (right to return), commission sales, instalment sales, or cash-on-delivery sales, or purchases where the End Customer otherwise has the right to return purchased goods except as set out in applicable distance and offpremise sales legislation,
 - b) that the Transaction has not been pledged or transferred to another party, nor is there otherwise a barrier to the transfer of the claim that the Transaction represents,
 - c) that the End Customer has no right of set-off from other receivables concerning the Merchant or the right to a discount/rebate or other deduction from the final amount of the Transaction, for instance

- d) as a consequence of a legitimate claim from a complaint,
- d) that, for the Transaction with the End Customer, the Merchant has agreed on payment terms of fourteen (14) days net, penalty interest not lower than statutory interest in End Customer's domicile, invoicing fees, and written payment reminder fee have been agreed to prior to the obligation relating to the debt having arisen,
- e) that the End Customer has ordered a product or service, and that it has been delivered to and received by the End Customer,
- f) that there is no dispute between the Merchant and the End Customer nor that such a dispute can be expected to arise,
- g) that the Transaction refers to products or services that are naturally present or occurring in the Merchant's business, and does not relate to compensation for damages, interest or the like, and are encompassed within this Agreement,
- h) that no special debt instrument has been issued for the Transaction, such as a promissory note or similar instrument,
- i) that the Merchant has informed the End Customer in the manner as specified in applicable distance and off premises sales legislation, and that the End Customer's period for the right of withdrawal is thus fourteen (14) days,
- j) that the Transaction does not relate to sales to a subsidiary or parent company, nor other company with which the Merchant has a significant joint financial interest in, nor to a company whose business is leased by such company, or by an employee of such a company or of the Merchant,
- k) that the Transaction does not concern sales to close relatives such as husband, wife, cohabitants, children, grandchildren or other individuals in an in-law relationship,
- l) that the sale and marketing of products or services which the Transaction concerns has not occurred in violation of applicable marketing legislation, industry standards, ethical codes or similar provisions,
- m) that the Merchant has complied with Nets' prevailing delivery instructions - "Delivery and Fraud Instruction,"
- n) that the debt concerns an End Customer with a domicile/registered office within the geographic area approved by Nets and is issued in a currency approved by Nets, and

- o) that the Merchant, if is responsible for distributing invoices in the same shipment as the delivery, clearly stated on the invoice the "notification" as specified in Section 3.2.
- 4.2. To the extent that the Merchant distributes invoices, the following text must be clearly stated:
- i. To Swedish End Customers:
«Fordran enligt denna faktura har överlåtit till Arvato Finance AB, org nr 556495-1704. Betalning kan därför med befriande verkan endast ske till Arvato Finance AB, Järngatan 2, 43232 Varberg, 0340-596101, kundservice@afterpay.se».
 - ii. To Danish End Customers
«Fordringen er overdraget til Arvato Finance A/S til ejendom. Betaling, indsigelser samt alle øvrige henvendelser kan kun ske med frigørende virkning til Arvato Finance A/S, Østbanegade 55, 2. tv, DK-2100 København Ø, tlf.nr. 70 27 27 95, e-mail: finans.dk@arvato.com».
 - iii. To Norwegian End Customers
«Denne faktura, ekskl. evt. kreditnotaer, er overdratt Arvato Finance AS, org. nr. 994 210 130 til eiendom. Betaling med befriende virkning kan kun skje til Arvato Finance AS, Postboks 154 Furuset, 1001 Oslo, kundeservice@afterpay.no.»

5. PERSONAL DATA

- 5.1. Neither Party is processing Personal Data on behalf on the other Party in connection with Nets' delivery of Afterpay to the Merchant.
- 5.2. Information on Nets' general handling of Personal Data is stated in the General Terms.

Nets Easy – Special Terms

Dankort

JANUARY 2022

1. INTRODUCTION

- 1.1. The terms of this document only apply to Nets' delivery of the Dankort Payment Method to the Merchant. The General Terms also apply.
- 1.2. Nets shall only deliver the Dankort Payment Method to the Merchant if it is comprised by the Agreement as a Payment Method.
- 1.3. This document forms an integrated part of the Agreement.
- 1.4. In case of discrepancies between the text of the Special Terms and other parts of the Terms and Conditions, the interpretation priority order set out in Section 1.1 of the General Terms shall apply.

2. DEFINITIONS

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

Cardholder

The holder of a Dankort.

Card Payment

A Transaction between the Cardholder and the Merchant using Dankort.

Dankort

A Dankort payment instrument issued in accordance with the Dankort Scheme rules.

3. NETS' ROLE

- 3.1. Nets will in respect of delivery of the Dankort Payment Method to the Merchant (i) ensure that payment with Dankort is available as an Payment Method in the Checkout Interface, (ii) transfer of Transaction Data between the Merchant and the relevant Payment Processor, (iii) acquiring of Transactions made with Dankort and (iv) settlement of the Transaction Amounts with the Merchant.

4. GENERAL REQUIREMENTS

4.1. General Merchant requirements

- 4.1.1. The Merchant shall be established and registered in Denmark.
- 4.1.2. The Merchant Outlet shall be available in a Danish language version and directed towards Danish End Customers.

4.2. Accepting Dankort

- 4.2.1. The Merchant may not refuse to accept Dankort with reference to the issuer's or the End Customer's identity.
- 4.2.2. All payments must be completed in Danish kroner.
- 4.2.3. The transaction amount must not be rounded off.
- 4.2.4. Dankort Secured by Nets will be used for transactions completed with Dankort.

4.3. Security requirements

- 4.3.1. To the extent that the Merchant and/or its external suppliers process – including transmitting or storing – Dankort data, the Merchant must ensure compliance with the security requirements in force from time to time, including PCI DSS.

4.4. Retention period applicable to Dankort card and Transaction data

- 4.4.1. In consideration of End Customer disputes, etc., the Merchant must retain transaction documentation, including signed vouchers, for twenty (20) months from the date of Payment.
- 4.4.2. Storage requirements also apply if the Merchant has ceased trading
- 4.4.3. Once the retention period has expired, the transaction documentation/memoranda must be suitably destroyed, cf. PCI DSS, in such a manner that unauthorised parties are unable to gain access to the data contained in the documentation. Any media, such as hard disks, floppy disks and magnetic tapes, containing Transaction data must be erased, overwritten (a minimum of eight times) or destroyed before the equipment can be transferred or discarded.

5. PAYMENT GUARANTEE

- 5.1. Nets warrants to the Merchant that transactions completed by connection to Nets (online payment transactions) covered by this Agreement will be honoured up to DKK 2,000 where there are insufficient funds on End Customer's bank account from which the Dankort payment is deducted.
- 5.2. If there are insufficient funds for the transaction on the End Customer's account, the amount exceeding the payment guarantee may be debited directly from the Merchant's settlement amount.
- 5.3. If the Dankort payment is divided into two or more payments (serial transactions), the guarantee limits remain unchanged in respect of the combined payment.

- 5.4. The above-mentioned payment guarantee does not apply if:
- The Merchant knew or should have known that the End Customer was not entitled to use the card.
 - The Merchant did not complete the transaction in accordance with the Agreement, including attempting to have payments honoured by Nets under this Agreement where such transactions originate from the End Customer's purchases from other companies.
 - The card issuer/End Customer disputes the Card Payment and the dispute is not refused
 - The Transaction exceeds the amount accepted by the End Customer.
 - The Merchant has not submitted the Transaction for settlement with Nets before expiry of the deadline set out in the Agreement.
 - The Merchant has received a Transaction which was not registered as active with Nets at the time of payment.
 - The Merchant provides debt collection services.
 - the Cardholder claims that the payment was made by a non-authorized third party (third party fraud)
 - the Cardholder claims that the product and service the Cardholder purchased from the Merchant was not delivered

5.5. If the payment guarantee does not apply due to the circumstances cited above, the full amount may be debited directly from the settlement amount to the Merchant.

6. DISPUTED PAYMENTS

6.1. End Customer disputes

- 6.1.1. If Nets receives an End Customer dispute regarding a Card Payment and Nets cannot reject the dispute as unjustified, then Nets may withdraw the amount due, with the addition of fees, from the Merchant's settlement amount in accordance with the rules below. If there are insufficient funds in the Merchant's bank account, Nets may invoice the Merchant.
- 6.1.2. The Merchant is under an obligation to respond to all disputes from an End Customer.
- 6.1.3. If Nets receives an End Customer dispute where the End Customer claims that the End Customer did not make the Card Payment, Nets may withdraw the disputed amount from the Merchant's bank account or settlement amount.
- 6.1.4. If Nets receives an End Customer dispute where the End Customer claims that, in connection with purchases of goods and services through distance selling:
- The Card Payment exceeds the amount accepted by the End Customer, or
 - the goods/services ordered were not delivered, for example, or
 - the End Customer or the recipient of the product/service in connection with online shopping, mail

order or telephone order is making use of a statutory or contractual right of cancellation,

and the Merchant has not repaid the disputed amount, Nets may withdraw the amount from the Merchant's bank account. The payment guarantees do not apply to such End Customer disputes.

- 6.1.5. If Nets receives notification that the End Customer claims that the End Customer did not know the exact amount on approval of the Card Payment, and the Card Payment exceeds the amount that the End Customer could reasonably expect to be deducted, Nets may withdraw the full amount of the transaction from the Merchant's bank account. The payment guarantees do not apply to such End Customer disputes.
- 6.1.6. The Merchant will be charged upon receipt of the End Customer dispute.
- 6.1.7. The Merchant may pay a fee to Nets for Nets' processing of justified End Customer disputes. The size of the fee is set out in the price list.
- 6.1.8. End Customer disputes may be sent to the Merchant up to fourteen (14) months after the transaction was completed or when goods or services was expected to be delivered.

6.2. Documentation of End Customer disputes

- 6.2.1. If the Merchant disagrees with the charge, the Merchant must contact Nets within thirty (30) days with documentation showing the basis for refuting the End Customer dispute.
- 6.2.2. If Nets requests documentation of the payment, the Merchant must deliver this to Nets by the expiry of the time limit stated in the request (7-14 calendar days). If, on the basis of this documentation, Nets is able to reject the End Customer dispute, the amount will be recredited to the Merchant's bank account.
- 6.2.3. If the Merchant fails to provide the documentation as stated in the request, Nets can uphold the chargeback.
- 6.2.4. Nets is under no obligation to provide the Merchant with documentation of the End Customer dispute.

7. DOCUMENTATION OF PAYMENT

- 7.1. At Nets' request, the Merchant shall provide documentary evidence of payment, such as a copy of a receipt, a rental contract for car rental, a subscription agreement, etc., forming the basis of the payment.
- 7.2. The Merchant must deliver the documentation to Nets by the expiry of the time limit set out in Nets' request for documentation (7-14 calendar days).
- 7.3. If the Merchant does not submit the necessary documentation, the payment may be immediately withdrawn from the Merchant's bank account.
- 7.4. If, on the basis of a request for documentation of a payment, the Merchant completes a credit transaction, the Merchant must inform Nets to this effect within the time limit specified above.

8. USE AND SUBMISSION OF DANKORT DATA AND TRANSACTION DATA

- 8.1. The Merchant may only use Data to complete payments. Therefore, Dankort and/or Data must not be used for identification of customers in connection with access control, etc.
- 8.2. The Merchant may only submit Transaction Data to Nets originating from payments completed by the Merchant and may not assign Data, including vouchers, to a third party.
- 8.3. The Merchant warrants that the Transaction Data submitted to Nets is genuine and correct.
- 8.4. The Merchant must submit Transaction data to Nets as quickly as possible. Transaction data must be in Nets' possession no later than the seventh calendar day after the transaction date. However, the Merchant may not submit Transaction data to Nets for settlement until the goods/services have been dispatched or delivered to the End Customer or the End Customer's designated recipient.
- 8.5. Nets may refuse to process, or honour Card Payments submitted after expiry of the time limit.
- 8.6. It is the Merchant's responsibility to ensure that transactions are submitted to Nets, and that transactions are submitted in accordance with the time limits.
- 8.7. The Merchant may not pass on Transaction Data to other parties unless this is necessary for the purpose of correcting Card Payments, for law enforcement purposes or in response to other legislation.
- 8.8. Costs relating to control request and submission of Transaction Data between Nets and the Merchant shall be paid by the Merchant.

9. CANCELLATION OF A PAYMENT

- 9.1. If a Transaction was a mistake, the Merchant must cancel the Transaction, if possible. If cancellation is not possible, the Merchant must complete a credit transaction. If this cannot be done, the Merchant must contact Nets.

- 9.2. The Merchant must hand over/submit a receipt for the credit transaction to the End Customer.

10. RETURNS

- 10.1. If the End Customer or recipient of the goods/service exercises a statutory right of cancellation for sales online, mail order or telephone orders, or if the End Customer exercises any other agreed right of cancellation, the Merchant must complete a credit transaction or otherwise recompense the End Customer for the amount pursuant to written agreement with Nets.

11. SETTLEMENT

- 11.1. The Card Payments will be settled to the Merchant as part of the settlement on the Service.
- 11.2. Settlement is in batches (bundles) or as single items (per transaction).

12. ACCOUNTING AND REPORTS FOR CARD PAYMENTS

- 12.1. Nets shall provide the Merchant with the following information at least once a month for the Transactions implemented by the Merchant during the previous period:
 - a) A reference number to the card transaction.
 - b) The amount of the transaction and the currency in which the Merchant's bank account is credited.
 - c) The amount of any fees for the individual card transaction, where the fees are divided into service fees and interchange fees, if applicable.
- 12.2. The information may be provided via Nets' portal in a format that allows the Merchant to store and recreate the information in unchanged format, such as in PDF format.
- 12.3. The Merchant has consented that the information may be aggregated by trademark, application, card category, and the interchange fee that is applicable to the card transactions.

13. PERSONAL DATA

- 13.1. Neither Party is processing Personal Data on behalf of the other Party in connection with Nets' delivery of Dankort Payment to the Merchant.
- 13.2. Information on Nets' general handling of Personal Data is stated in the General Terms.

Nets Easy – Special Terms

International Cards

JANUARY 2022

1. INTRODUCTION

- 1.1. The terms of this document only apply to Nets' delivery of the International Cards Payment Method to the Merchant. The General Terms also apply.
- 1.2. Nets shall only deliver the International Cards Payment Method to the Merchant, if it is comprised by the Agreement as a Payment Method.
- 1.3. This document forms an integrated part of the Agreement.
- 1.4. In case of discrepancies between the text of the Special Terms and other parts of the Terms and Conditions, the interpretation priority order set out in Section 1.1 of the General Terms shall apply.

2. DEFINITIONS

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

Authorisation

The process of verifying that the International Card is valid, that the International Card is not blocked/suspended, that there are sufficient funds to complete the Transaction, and the amount for the Transaction is reserved. Not all parts may be carried out for all Schemes.

Cardholder

The holder of an International Card.

Card Not Present-Transactions

A payment with an International Card where magnetic stripe, chip or contactless payment technology is not read.

Full SCA

A Strong Customer Authentication where neither the issuer nor the Merchant utilized one of the exemptions pursuant to the EU Commission's delegated regulation 2018/389

International Cards

Payment Instrument issued in accordance with the Visa and Mastercard's rules and regulation.

Merchant Initiated Transactions (MIT)

Payments with International Cards that are initiated by the Merchant, pursuant to an agreement between that Merchant and the Cardholder, allowing the Merchant to initiate payments using the Data provided by the Cardholder.

Pre-Authorisation

The process of checking the International Cards' status and reserving an estimated amount.

Strong Customer Authentication (SCA)

An authentication based on the use of two or more elements categorised as knowledge (something only the user knows), possession (something only the user possesses) and inherence (something the user is) that are independent, in that the breach of one does not compromise the reliability of the others, and is designed in such a way as to protect the confidentiality of the authentication data and which fulfil the requirements set out in the EU Commission's delegated regulation 2018/389.

3. NETS' ROLE

- 3.1. Nets will in respect of delivery of the International Cards Payment Method to the Merchant (i) ensure that payment with International Cards is available as an option in the Checkout Interface, (ii) transfer of Transaction Data between the Merchant and the relevant Payment Processor, (iii) acquiring of Transactions made with International Cards and (iv) settlement of the Transaction Amounts with the Merchant.

4. GENERAL REQUIREMENTS

4.1. Scheme rules and regulations

- 4.1.1. For methods of payment, the International Cards are subject to handling in accordance with the rules and regulations of the Schemes. Furthermore, the Merchant undertakes to observe and follow the prevailing Instructions issued by Nets for International Cards.

5. ACCEPTANCE

5.1. General

- 5.1.1. The Merchant must accept transactions with all valid International Cards of the card types that the Merchant has chosen to accept as a means of payment for the sale of goods and services from the Merchant by entering into this Agreement.

5.2. Authorisation

- 5.2.1. An Authorisation obtained up to seven (7) calendar days prior to Charge is implemented for Maestro, Mastercard and Visa.
- 5.2.2. An authorisation for Maestro or Mastercard cannot be reversed, and the amount cannot be changed.

5.3. Pre-Authorisations on Maestro or Mastercard

- 5.3.1. If a Merchant is not sure they will be able to implement a Charge within seven (7) calendar days after the Authorisation was obtained, or if the amount of the transaction is not known at the time of the Authorisation, the Merchant shall instead perform a Pre-Authorisation. A Pre-Authorisation of a Mastercard is valid for twenty-one (21) days, and for Maestro for seven (7) days. Pre-Authorisation is not permitted with Visa cards.
- 5.3.2. If the Merchant performs a Pre-Authorisation, the Merchant is obligated to inform the Cardholder of the amount for which a Pre-Authorisation is sought.
- 5.3.3. If a Charge is not performed, the Authorisation with the use of a Visa Card, and the Pre-authorisation with the use of a Maestro or a Mastercard card, must be reversed within twenty-four (24) hours after the Transaction is terminated. If the final amount of the transaction is less than the amount initially Authorised or Pre-authorized, the excess amount is to be reversed immediately.
- 5.3.4. Authorised and Pre-authorized amounts that are not reversed are to correspond to the final amount of the transaction.

5.4. Fees when accepting International Cards

- 5.4.1. If a Merchant desires to impose a charge (surcharge) in connection with the use of International Cards for transactions, this must be done in accordance with applicable law, and the Merchant must inform the Cardholder of the surcharge being imposed prior to the card transaction being implemented.

5.5. Fraud

- 5.5.1. Nets is entitled to withhold settlement and/or suspend acquiring of International Cards transactions if the amount of transactions where the Merchant has used 3-D Secure and the Cardholder denies having participated exceeds 0.5% of the Merchant's revenue from Visa and Mastercard, respectively. Fraud, chargebacks and disputes may be calculated on the basis of domestic, European or international card use and/or number of transactions. Nets shall notify the Merchant if Nets exercise its right pursuant to this Section.

5.6. Strong Customer Authentication (SCA)

- 5.6.1. SCA requirements
- 5.6.1.1. The Merchant shall, except where explicitly exempted in this Section 5.5, apply SCA in all cases where the Cardholder:
- initiates a payment with an International Card;
 - provides the Merchant with Data which will be used at a later stage, e.g. MITs.
 - carries out any action through a remote channel which may imply a risk of payment fraud or other abuses.
- 5.6.1.2. In addition, the Merchant shall apply SCA if required for a specific card payment by the issuer of the International Cards used to complete the card payment.

- 5.6.1.3. SCA cannot be used for Mail and Telephone Order card payments.
- 5.6.1.4. The Merchant's payment solution must have implemented and shall support SCA. The foregoing applies even if the Merchant intends to only complete SCA exempted card payments.
- 5.6.1.5. The Merchant shall only use a type of SCA that is approved by Nets. Nets has approved the following types:
- For Card Not Present-transactions: 3-D Secure.
- 5.6.1.6. The Merchant shall always use a version of 3-D Secure which is compliant with the rules of the relevant Scheme(s).
- 5.6.1.7. The Merchant is responsible for ensuring that all transactions are marked correctly, including with respect to submitting the transaction indicator.
- 5.6.1.8. If the Merchant is using third parties to carry out card payments or otherwise handle Data, the Merchant is responsible for ensuring that such third parties apply SCA in accordance with the Agreement. For example, if the Merchant is using third parties for bookings, e.g. lodging merchants, vehicle rental merchants, tour operators, and airlines, the Merchant is responsible for ensuring that SCA is applied by the third parties.
- 5.6.2. SCA-exemptions and delegated authentication
- 5.6.2.1. The Merchant is not obliged to apply SCA where the Cardholder initiates a Card Not Present-Transactions and the amount of the Card Not Present-transaction does not exceed EUR 30.
- 5.6.2.2. Merchants that in Nets' opinion accept payments for activities, products or services considered to be low risk, may utilize transaction risk analysis and be exempted from using SCA or may utilize delegated authentication, upon Nets written approval. Irrespective of Nets written approval, card issuers may still require SCA on these transactions.
- 5.6.2.3. Even if the Merchant is not obliged to apply SCA, the Issuer of the International Cards used to complete a card payment may require it.
- 5.6.3. Merchant Initiated Transactions (MIT)
- 5.6.3.1. For MIT, Full SCA shall be used to set up the agreement between the Merchant and the Cardholder governing the terms of the MIT agreement and may be carried out as an Account Verification or in combination with first card payment under the MIT agreement. SCA shall not be used for subsequent MIT.
- 5.6.4. Requirement for SCA on all or specific card payments
- 5.6.4.1. Notwithstanding anything to the contrary in these terms and conditions, Nets is entitled, with immediate effect, to require that SCA is used for all or specific card payments if:

- a) The number of disputes in which the Merchant is involved is disproportionately large compared to the number or volume of card payments.
- b) The risk assessment of the Merchant is not satisfactory to Nets.
- c) The activities, products or services offered by the Merchant in Nets' opinion is not considered to be low risk.
- d) The Schemes requires it.
- e) It is in Nets' reasonable opinion required by applicable law.

5.6.5. Suspensions and rejected card payments

5.6.5.1. If the Merchant does not comply with the requirements for applying SCA in this Section 5.5, Nets may with immediate effect and without notice suspend the provision of acquiring services pursuant to the Agreement and/or reject the non-compliant card payments, until the Merchant is compliant with the requirements.

5.6.6. Liability

5.6.6.1. The Merchant is fully liable for all disputed card payments where the Merchant has not applied SCA and will be charged the full transaction amount and possible associated fees for such disputed card payments.

6. ISSUING CREDITS (REFUNDS)

- 6.1. Issuing credits (refund of Transactions) may only be made if the End Customer returns the goods pursuant to a right set out in statutory law, or if the End Customer is entitled to a full or partial reduction in price, and in addition must relate to a previously implemented Transaction. The amount of the credit (refund) may not exceed the amount of the Transaction. The issue of credit must be made using the method of payment used by End Customer in making the original Transaction. Fees that the Merchant has been charged are not refunded upon issuing credits/refunds, and an additional refund fee may be charged.
- 6.2. Upon issuing a credit, the Merchant is required to pay back to Nets the nominal value of the transaction including VAT, together with any accrued interest, accrued debt collection costs, and reasonable handling costs that Nets has to repay or will repay to the Payment Processor.

7. COMPLAINTS (CHARGEBACKS) OF TRANSACTIONS

- 7.1. Even if the Merchant does not issue a credit upon Nets' request, the Merchant is obligated to refund to Nets the nominal value of the transaction including VAT, together with interest, accrued debt collection costs, and reasonable handling costs if:
 - a) The Merchant has breached the Special Terms for the disputed transaction, and/or
 - b) A card-issuing bank or Cardholder has made a complaint, in accordance with the Schemes' prevailing regulations, concerning a transaction that Nets has not been able to reject as unjustified (chargeback).

8. ACCOUNTING AND REPORTS FOR CARD PAYMENTS

- 8.1. Nets shall provide the Merchant with the following information at least once a month for the payment card transactions implemented by the Merchant during the previous period:
 - a) A reference number to the card transaction.
 - b) The amount of the transaction and the currency in which the Merchant's bank account is credited.
 - c) The amount of any fees for the individual card transaction, where the fees are divided into service fees and interchange fees, if applicable.
- 8.2. The information may be provided via Nets' portal in a format that allows the Merchant to store and recreate the information in unchanged format, such as in PDF format.
- 8.3. The Merchant has consented that the information may be aggregated by trademark, application, card category, and the interchange fee that is applicable to the card transactions.

9. PERSONAL DATA

- 9.1. Neither Party is processing Personal Data on behalf on the other Party in connection with Nets' delivery of International Card payments to the Merchant.
- 9.2. Information on Nets' general handling of Personal Data is stated in the General Terms.

Nets Easy – Special Terms

MobilePay Online

JANUARY 2022

1. INTRODUCTION

- 1.1. The terms of this document only apply to Nets' delivery of MobilePay Online to the Merchant. The General Terms also apply.
- 1.2. Nets shall only deliver MobilePay Online to the Merchant if it is comprised by the Agreement as a Payment Method.
- 1.3. This document forms an integrated part of the Agreement.
- 1.4. In case of discrepancies between the text of the Special Terms and other parts of the Terms and Conditions, the interpretation priority order set out in Section 1.1 of the General Terms shall apply.

2. DEFINITIONS

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

MobilePay App

The application allowing End Users to via their phone pay with payment cards at Merchant which has implemented and enabled MobilePay Online.

MobilePay Online

A solution which allows the Merchant to accept payments from End Users using the MobilePay App.

3. NETS' ROLE

- 3.1. Nets will in respect of delivery of MobilePay Online to the Merchant (i), ensure that payment with the MobilePay App is available as a Payment Method in the Checkout Interface and (ii) transfer of Transaction Data between the Merchant and Nets as acquirer.

4. MOBILEPAY

- 4.1. The MobilePay App is a pass-through digital wallet meaning that transactions completed via MobilePay Online with the application of payment card transactions. The type of transaction depends on the type of payment card enrolled in MobilePay App.
- 4.2. MobilePay Online does not in itself include acquiring of the payment transactions made with the MobilePay App. Nets has a provider of the MobilePay Online Payment Method no responsibility or liability for the acquiring of the transactions.
- 4.3. The MobilePay Online Payment Method only supports Nets as acquirer. Transactions made with MobilePay Online will be acquired by Nets in accordance with the terms and conditions agreed for acquiring of the payment card in question.
- 4.4. Nets does not support all Schemes which can be enrolled in MobilePay App. The Merchant may contact Nets for a list of the Schemes Nets support in MobilePay Online.

5. PERSONAL DATA

- 5.1. Neither Party is processing Personal Data on behalf on the other Party in connection with Nets' delivery of the MobilePay Online to the Merchant.
- 5.2. Information on Nets' general handling of Personal Data is stated in the General Terms.

Nets Easy – Special Terms

Paylink

JANUARY 2022

1. INTRODUCTION

- 1.1. The terms of this document only apply to Nets' delivery of Paylink Services to the Merchant. The General Terms also apply.
- 1.2. Nets shall only deliver Paylink Services to the Merchant if it is comprised by the Agreement as a Payment Method.
- 1.3. This document forms an integrated part of the Agreement.
- 1.4. In case of discrepancies between the text of the Special Terms and other parts of the Terms and Conditions, the interpretation priority order set out in Section 1.1 of the General Terms shall apply.

2. DEFINITIONS

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

Paylink

An order-unique http-link which directs the End Customer to the Paylink Checkout Interface for completion of purchase and payment with selected Payment Method.

Paylink Checkout Interface

Checkout Interface prepopulated with order information and available payment methods for the End Customer's to choose and complete the payment.

Paylink Portal

An online portal allowing the Merchant to creating and distributing Paylinks and to set up and administer users of Paylink Service. Separate terms and conditions for Paylink portal and related tools/services apply.

Paylink Services

The delivery of the Paylink Portal and the Paylink Checkout Interface.

3. NETS' ROLE

- 3.1. Nets shall deliver the Paylink Services to the Merchant and process the payment transactions initiated in the Paylink Checkout Interface in accordance with the applicable terms and conditions for the selected Payment Methods.

4. PAYLINK

- 4.1. Nets shall provide access to the Paylink Portal by sending access credentials to Merchant. Merchant needs to configure Paylink Service and register individual user accounts in accordance with the provided instructions for enabling generation and distribution of Paylinks.
- 4.2. The Paylink Service may not support all Payment Methods. The Merchant may contact Nets for a list of the Payment Methods supported by the Paylink Service.
- 4.3. Nets charges the Merchant for the Paylink Service in accordance with the agreed prices. Additional charges for each Payment Method will be charged in accordance with the Agreement.

5. PERSONAL DATA

- 5.1. Neither Party is processing Personal Data on behalf on the other Party in connection with Nets' delivery of the Paylink Service to the Merchant.
- 5.2. Information on Nets' general handling of Personal Data is stated in the General Terms.

Nets Easy – Special Terms

Paypal

JANUARY 2022

1. INTRODUCTION

- 1.1. The terms of this document only apply to Nets' delivery of the Paypal Payment Method to the Merchant. The General Terms also apply.
- 1.2. Nets shall only deliver the Paypal Payment Method to the Merchant if it is comprised by the Agreement as a Payment Method.
- 1.3. This document forms an integrated part of the Agreement.
- 1.4. In case of discrepancies between the text of the Special Terms and other parts of the Terms and Conditions, the interpretation priority order set out in Section 1.1 of the General Terms shall apply.

2. DEFINITIONS

- 2.1. The defined terms in the Agreement and the General Terms shall have the same meaning in this document unless otherwise is stated.

3. NETS' ROLE

- 3.1. Nets will with respect to the provision of the PayPal Payment Method make PayPal available as a Payment Method in the Checkout Interface and transmit the relevant Transaction Data to PayPal.
- 3.2. The payment transaction is then handled and completed or rejected by PayPal. Nets will in the Checkout Interface show whether the PayPal payment transaction has been completed or rejected. The further handling of the transaction is done by PayPal, including settlement. For the sake of clarity, it is noted that the Service Nets deliver with respect to the PayPal Payment Method does not comprise any transfer of funds.

4. GENERAL REQUIREMENTS

- 4.1. It is a requirement for the Merchant's acceptance of PayPal as a Payment Method that the Merchant is approved by PayPal and enters into an agreement with PayPal in this respect. For this purpose, Nets collect and forward required information about the Merchant to PayPal.
- 4.2. The agreement between PayPal and the Merchant is solely a matter between PayPal and the Merchant. Nets has no liabilities in that respect.

5. LIABILITY

- 5.1. Nets has no liability or responsibility for the functionality or availability of payment methods or services provided by PayPal, including with respect to settlement of PayPal payments.

6. PERSONAL DATA

- 6.1. Neither Party is processing Personal Data on behalf on the other Party in connection with Nets' delivery of PayPal payments to the Merchant.
- 6.2. Information on Nets' general handling of Personal Data is stated in the General Terms.

Nets Easy – Special Terms

Ratepay

JANUARY 2022

1. INTRODUCTION

- 1.1. The terms of this document only apply to Nets' delivery of Ratepay Payment Methods to the Merchant. The General Terms also apply.
- 1.2. Nets shall only deliver Ratepay Payment Methods to the Merchant if it is comprised by the Agreement as a Payment Method.
- 1.3. This document forms an integrated part of the Agreement.
- 1.4. In case of discrepancies between the text of the Special Terms and other parts of the Terms and Conditions, the interpretation priority order set out in Section 1.1 of the General Terms shall apply.
- 1.5. Nets will in respect of delivery of Ratepay Payment Methods to the Merchant (i) ensure that payment with Ratepay Payment Methods is available as a Payment Method in the Checkout Interface and (ii) fulfil its other obligations as set out in the Ratepay Rules for Merchants.
- 1.6. For the avoidance of doubt, it is noted that Ratepay is not a party to the Agreement of the Ratepay Rules for Merchants.

2. DEFINITIONS

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

Ratepay

Ratepay GmbH - a registered payment institution and is subject to the regulation and supervision of the Federal Financial Supervisory Authority and the Deutsche Bundesbank

Ratepay Payment Methods

Open Invoice, payment by SEPA Direct Debit, Prepayment, 0% Financing and Payment by Installment.

Ratepay Rules for Merchants

The rights and obligations set out in Sections 3 – 17 below.

- 2.3. Further terms are defined in the Ratepay Rules for Merchants.

3. PURCHASE OF MERCHANT RECEIVABLES THROUGH NETS

- 3.1. The Merchant shall submit any Receivables against its End Customers potentially arising from agreements to be concluded between the Merchant and the End Customer in the online shop where the End Customer has opted for Ratepay Payment Methods, for approval by Nets using the Nets API ("Payment Request"). Nets shall evaluate the probability of payment of the offered receivables in cooperation with Ratepay (scoring, cf. Section 4) in real time and inform the Merchant whether the claim has been accepted for processing by Nets in accordance with these Ratepay Rules for Merchants ("Payment Acceptance") or whether processing by Nets has been rejected in accordance with these Ratepay Rules for Merchants ("Rejection"). In the case of Payment Acceptance, the End Customer is able to conclude the agreement with the Merchant in the online shop with the desired Ratepay Payment Method ("Customer Contract"). Payment Acceptance only confirms that the respective receivable meets the review criteria; it does not constitute an offer by Nets to purchase the respective receivable from the Merchant.
 - 3.2. Nets is obliged to purchase all receivables from the Customer Contracts, provided that these receivables meet the following criteria as a whole ("Nets Purchase Obligation"):
 - 3.2.1. a Payment Acceptance is available for the Receivables;
 - 3.2.2. the Receivables are in Euros or Swiss francs; ("Merchant Receivable(s)")
 - 3.3. Merchant Receivables include the shopping cart value owed by the End Customer from the Customer Contract plus any shipping costs incurred and include statutory value added tax ("Nominal Amount"). In the case of the Payment Method Ratepay Payment by Installment, the Merchant Receivables also include, in addition to the Nominal Amount, any interest receivables owed by the End Customer for the payment of the Purchase Price in instalments ("Interest") and, if applicable, any fees for conclusion of the Customer Contract.
- 3.4. Immediately after dispatch of the goods or provision of the service according to the Customer Contract by the Merchant or, in the case of Prepayment, immediately after the conclusion of the Customer Contract, the Merchant shall inform Nets about the conclusion of the Customer Contract in a separate message

(“Confirmation Deliver”). Nets shall send the Merchant a response which includes an acceptance of the Confirmation Deliver with a transaction ID or a Rejection of the Confirmation Deliver. A Rejection is only possible if the information required for acceptance has not been correctly transferred for technical reasons. In such a case, Nets shall undertake to purchase the corresponding Merchant Receivables when the Merchant sends a new (correct) Confirmation Deliver to Nets and Nets sends the acceptance of the Confirmation Deliver.

- 3.5. By submitting the Confirmation Deliver, the Merchant offers Nets the respective Merchant Receivables in accordance with Section 3.4. Nets accepts the respective offer by transferring the acceptance of the Confirmation Deliver. The offer and acceptance establish a purchase agreement (“Individual Receivables Purchase Agreement”) for the relevant Merchant Receivables, including all ancillary rights (as defined below).

4. SCORING PROCEDURE

- 4.1. In cooperation with Ratepay, Nets shall carry out a software-based scoring process to determine the probability of payment for all Merchant Receivables. During the scoring process, the End Customer’s identity, creditworthiness and likelihood of fraud are assessed on the basis of risk settings for individual transactions. A decision (Rejection or Payment Acceptance) is made for each Payment Request based on the respective risk settings. Nets is entitled to adjust the risk settings and change the scoring procedure at any time without consent of the Merchant in order to minimise the risk of fraud or default in payment.
- 4.2. The Merchant is required to transmit the required data via the Nets API. The required data includes:
- 4.2.1. End Customer data (in particular personal data such as first name, surname, date of birth, invoice and delivery address, e-mail address, telephone numbers);
- 4.2.2. only with Direct Debit: Bank account data (account holder, account number IBAN, routing number BIC, bank name);
- 4.2.3. transaction data, in particular shopping cart items and prices; and
- 4.2.4. technical data, in particular IP address and device information (such as information on device finger printing).
- 4.3. If Nets deems further data to be necessary for the scoring process, Nets shall coordinate with the Merchant to transfer the data to Nets in a suitable form. The Merchant may only refuse to consent to the transfer for good cause (e.g. legal inadmissibility).
- 4.4. Nets is obliged to comply with the Customer’s rights in connection with the scoring procedure in accordance with applicable data protection law (e.g. rights to information, transfer and erasure of data). Ratepay and other external service providers who are involved in the scoring process and who themselves act as

data controllers are disclosed to End Customers in the Ratepay Data Privacy Policy.

5. ASSIGNMENT OF MERCHANT RECEIVABLES TO NETS

- 5.1. Subject to the conditions precedent in Section 5.5 of these Special Terms, the Merchant hereby assigns all future Merchant Receivables, including all ancillary rights (as defined below), to Nets, and Nets hereby accepts this assignment.
- 5.2. “Ancillary Rights” in relation to the Merchant Receivables refer to:
- 5.2.1. rights relating to securities and collateral for Merchant Receivables;
- 5.2.2. receivables from transport and default insurance;
- 5.2.3. contingent claims of the Merchant as well as claims for the surrender or repossession from a direct possessor;
- 5.2.4. priority claims, design rights, rights of withdrawal and rights of appeal as well as all other legal positions, interest claims, claims for compensation, warranty claims, claims for contractual penalties against Customers or third parties who are the direct owners of the goods; and/or
- 5.2.5. other claims against third parties relating to the Merchant Receivables (such as trade credit, transport, burglary, theft and fire insurance, claims against central regulators and purchasing associations, claims against carriers), as well as all other ancillary rights or other ancillary rights in connection with the Merchant Receivables and/or the underlying legal transactions and contracts.
- 5.3. In each case regardless of whether these are transferred together with the Merchant Receivables by virtue of law in accordance with Section 401 BGB.
- 5.4. Additional or new receivables against the End Customer from the reversal of Customer Contracts (such as return costs) are not Ancillary Rights. These receivables are not transferred from the Merchant to Nets within the scope of the Merchant Receivables.
- 5.5. The assignment of the respective Merchant Receivables described in Section 5.1 of these Special Terms, including all aforementioned Ancillary Rights, is subject to the condition precedent of the conclusion of an Individual Receivables Purchase Agreement for the respective Merchant Receivables in accordance with Section 3.5 of these Special Terms.
- 5.6. In the case of Merchant Receivables which the Merchant has already assigned to a supplier of goods within the scope of an extended retention of title, the transfer of receivables, including all Ancillary Rights, takes place at the point in time at which the Merchant Receivables pass back to the Merchant due to the lapse of the extended retention of title (in particular by settling the goods supplier’s claims or waiver of the security).

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

6. COLLECTION RISK AND RECOVERY

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

7. END CUSTOMER INVOICING

- 7.1. The Merchant is responsible for invoicing the End Customer. The Merchant must (i) provide the bank details transferred by Ratepay, (ii) specify Ratepay as the payee and (iii) notify the End Customer that the Merchant Receivables have been assigned to Ratepay.
- 7.2. If offered by Ratepay, the Merchant can instruct Ratepay via Nets to send e-mails to process the Ratepay Payment Methods, e.g. in order to send invoices and

order confirmations to the End Customer. Ratepay shall provide the appropriate IT infrastructure for this in the form of the e-mail server. The Merchant is responsible for the content of the e-mails and the correct transfer of the necessary information to Nets.

- 7.3. Nets shall inform the Merchant about the receipt of Merchant Receivables if the Ratepay Payment Method Prepayment is used, and the Merchant shall immediately send the goods to the End Customer.
- 7.4. The Merchant is not permitted to charge End Customers an additional fee in the form of a surcharge for using the Ratepay Payment Methods. Section 675f (6) BGB remains unaffected.

8. DEALING WITH END CUSTOMER OBJECTIONS AND FRAUD REPORTS, DUNNING BLOCKS

- 8.1. Within the scope of the 1st level support, Merchant and Nets shall take over communication with End Customers relating to all objections and other enquiries regarding Merchant Receivables ("Customer Objections"). Nets shall support the Merchant with the processing upon request (2nd Level Support). The contact provided by Ratepay during the integration process shall be available to Nets for all queries of the Merchant.
- 8.2. If a End Customer contacts Ratepay with a Customer Objection relating to the guaranteed service according to the Customer Contract (Section 10.1.6 of these Special Terms), Ratepay shall ask the End Customer to contact Nets directly with their Customer Objection and shall provide the End Customer with the contact to the Nets ecomm support department provided by Nets, apart from in the case of a Fraud Report in accordance with section 8.3 of these Special Terms.
- 8.3. If a recipient of the End Customer communication contacts the Merchant to report that a Customer Contract was not concluded by the End Customer or at their instigation ("Fraud Report"), the Merchant is obliged to report such fraud immediately to Nets by contacting the person named for this purpose and stating the relevant Merchant Receivables. In the case of a Fraud Report, Nets shall inform Ratepay to take over the further processing of the case.
- 8.4. If a Customer Objection or Fraud Report is received by the Merchant, the Merchant can report the relevant Merchant Receivables to Nets in order to suspend further reminders or collection correspondence ("Dunning Block"). For this purpose, the Merchant shall transfer the relevant Merchant Receivables, including the transaction ID, to Nets. Nets shall forward the information immediately to Ratepay via the Ratepay API. Nets shall inform Ratepay to set a Dunning Block of twenty-one (21) days for the reported Merchant Receivables. The Merchant shall attempt to clarify the Customer Objection before expiry of the Dunning Block. In the event of a Fraud Report, the Merchant

shall (in accordance with Section 9.2 of these Special Terms) submit the Documentation to Nets no later than fourteen (14) days after the Dunning Block is reported. Nets shall forward the Documentation immediately to Ratepay via the Ratepay API.

- 8.5. If Nets receives a Fraud Report, Nets shall inform the Merchant and Ratepay via the Ratepay API (tbc). Nets shall inform Ratepay to set a Dunning Block of twenty-one (21) days for the relevant Merchant Receivables and request the documentation via Nets (in accordance with Section 9.2 of these Special Terms). The Merchant is obliged to send the Documentation to Nets within fourteen (14) days of this notification. Nets shall forward the Documentation immediately to Ratepay via the Ratepay API.
- 8.6. In the event of a Customer Objection, the Merchant is entitled to report the same Merchant Receivables to Nets. Nets shall inform Ratepay a second time before the first Dunning Block expires, in order to set a second Dunning Block for another twenty-one (21) days. Ratepay shall set a Dunning Block of twenty-one (21) days for the reported Merchant Receivables. An additional, even longer Dunning Block for the same Merchant Receivables must be expressly requested from Nets by the Merchant and it is up to Ratepay to decide whether a third Dunning Block should be set for the same Merchant Receivables and how long it will last. Nets shall immediately inform the Merchant about this decision.
- 8.7. If clarification between the Merchant and the End Customer leads to the conclusion that a Customer Objection is justified or if the Merchant grants the End Customer a right of withdrawal, the Merchant shall inform Nets via the Nets API by reporting a Payment Change Request. The confirmation sent by the Nets API to the Merchant is deemed to be a declaration of withdrawal from Nets in accordance with Section 12.3 of these Special Terms. To clarify, this rule does not apply to Fraud Reports. Unless otherwise agreed between Nets and the Merchant, the reversals of services provided by the Merchant for the End Customer (in part or in whole) takes place directly between the Merchant and the End Customer only, even in the case of Merchant Receivables fully served by the End Customer.
- 8.8. If the clarification between the Merchant and the End Customer leads to the conclusion that a Customer Objection is unjustified, the Merchant shall inform Nets immediately, but always before expiry of the Dunning Block. Nets shall forward the information immediately to Ratepay via the Ratepay API. The notification must include the relevant Merchant Receivables, the Documentation (cf. Section 9.2 of these Special Terms) as well as a reason. Nets shall then continue with collection of the Merchant Receivables and shall take over communication with the End Customer. If, within the scope of the recovery process for Merchant Receivables, it is established that a Customer Objection was justified even though the Merchant

reported the Customer Objection to Nets as unjustified, Nets can withdraw from the Individual Receivables Purchase Agreement in accordance with Section 12.3 of these Special Terms. This rule also applies accordingly in cases where the Merchant has not reported a Customer Objection or the assessment of a Customer Objection to Nets or has not done so in good time.

- 8.9. The Merchant is also obliged to inform Nets immediately as soon as it experiences any delays with shipping, the delivery of orders or the processing of returns or Customer Objections. Nets shall forward the information immediately to Ratepay via the Ratepay API. If there is a possibility that Nets may remind affected End Customers during the delay about default of payment or submit Merchant Receivables to the debt collection service provider, the Merchant must report the relevant Merchant Receivables to Nets. Nets shall inform Ratepay to set a Dunning Block. Ratepay shall then set a Dunning Block of twenty-one (21) days for the reported Merchant Receivables ("Preventive Dunning Block").

9. INFORMATION REQUIREMENTS / FURTHER SUPPORT

- 9.1. The Merchant shall inform Nets about any reversals, cancellations, returns, reductions or other changes immediately in a Payment Change Request.
- 9.2. Within fourteen (14) calendar days of a request to do so by Nets, the Merchant shall transfer to Nets all information, records and documents available to the Merchant or a representative of the Merchant which are necessary or useful for the verification and enforcement of the Merchant Receivables. The following documents must be submitted in all cases ("Documentation"):

Documents Minimum requirements

- Open Invoice Invoice number
- Order number
- Surname and first name of the buyer
- Surname and first name of the seller
- Invoice address
- Delivery address
- Item number
- Item description
- Item quantity
- Invoice amount
- Purchase date
- User ID of the buyer
- Proof of delivery Tracking number / tracking details
- Tracking events
- First name and surname of the recipient
- Delivery address
- Signature of the recipient
- Event type description
- Event date
- Event location

- 9.3. Should Nets require additional, special evidence or documents which are necessary for enforcement

(especially judicial enforcement) of the Merchant Receivables, the Merchant shall provide these documents within one month of a request by Nets, provided that the Merchant or a vicarious agent appointed by the Merchant is in possession of the required documents.

- 9.4. If Nets informs the Merchant after the conclusion of the Customer Contract that there is suspicion of fraud or another criminal offence (in particular money laundering) due to a subsequent fraud check, the Merchant must immediately cancel the Customer Contract if possible and in particular prevent the dispatch of goods. If cancellation is no longer possible or the goods have already been dispatched, the Merchant shall support Nets in enforcing all civil and criminal claims, in particular by providing all of the data available to the Merchant.
- 9.5. If the Merchant receives payments in connection with the Merchant Receivables, the Merchant shall reject the payments received and notify the payer that the payments must be made to Ratepay instead.

10. GUARANTEES

- 10.1. Upon conclusion of these Ratepay Rules for Merchants, as well as upon each conclusion of an Individual Receivables Purchase Agreement, the Merchant shall assure by means of an independent guarantee promise and guarantee that at the time of the conclusion of an Individual Receivables Purchase Agreement:
- 10.1.1. the Merchant Receivables fulfil the criteria described in Section 3.2 of these Special Terms;
- 10.1.2. the Merchant Receivables exist (subject to Section 10.3 of these Special Terms);
- 10.1.3. the Merchant Receivables have not yet been assigned or transferred to third parties, unless this assignment was made in accordance with a customary retention of title agreed between the Merchant and the respective goods supplier;
- 10.1.4. the Merchant is the owner of the Merchant Receivables, the Merchant is permitted to assign the Merchant Receivables and the Merchant Receivables are free from third party rights;
- 10.1.5. the Merchant Receivables are not the subject of third party liability claims, in particular claims according to Section 13c UStG;
- 10.1.6. the service resulting from the Customer Contract shall be provided in full, on time and free of defects and no objections or defences can be raised against the Merchant Receivables due to other contractual relationships between the Merchant and the End Customer;
- 10.1.7. the Merchant Receivables are not based on a Customer Contract for an (i) excluded service without the consent of Nets in accordance with Section 11 of these Special Terms or (ii) services which infringe

other immoral, illegal or third-party property rights, in particular copyright or trademark rights.

- 10.2. Furthermore, Nets is entitled to claim damages for the breach of a guarantee after the deadline has expired without success, unless the Merchant is not responsible for the breach of the guarantee.
- 10.3. However, the existence of Merchant Receivables is not guaranteed (Section 10.1.2 of these Special Terms) in the event of fraud despite (i) securing the online shop with appropriate state-of-the-art measures, such as encryption technology ("TLS"), regular security updates, suitable password guidelines, access protection for the IT infrastructure and, if applicable, (ii) secure web development.

11. EXCLUDED SERVICES

- 11.1. Use of the Ratepay Payment Methods is excluded for goods and services in the industries and/or business sectors listed below ("Excluded Services"):
- a) Gambling and/or betting without a license in Germany;
 - b) Distribution of vouchers for a fee;
 - c) The manufacturing, use, trade, storage and service of weapons and ammunition;
 - d) Transactions related to pornography or prostitution;
 - e) The manufacturing, use or trade in unrestricted asbestos fibres and products containing asbestos, with the exception of asbestos-cement boards if the asbestos content is less than 20%;
 - f) The manufacturing of or trade in products containing PCBs (polychlorinated biphenyls);
 - g) The manufacturing, distribution, sale and trade of pesticides, herbicides, pharmaceuticals and other dangerous substances subject to international export or ban regulations;
 - h) The manufacturing, use or trade in chlorofluorocarbons (CFCs), halons and other chemical or ozone-depleting substances which are not in accordance with international treaties such as the Montreal Protocol or the Stockholm Convention;
 - i) Cross-border trade in and disposal of hazardous waste, chemicals or pesticides which are not in accordance with the Basel Convention or the Rotterdam Convention;
 - j) Trade in wild fauna and flora covered by the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES);
 - k) Overfishing and harmful fishing techniques such as dynamite, shark fin and driftnet fishing in the marine environment with nets more than two and a half (2,5) km in length;
 - l) Animal experiments, other than for medical purposes;
 - m) The production, distribution, sale and trading of articles of fur;
 - n) The use of wildlife for entertainment.

11.2. If and to the extent that the Merchant intends to offer the Ratepay Payment Methods for Excluded Services to its Customers, the Merchant shall obtain the consent of Nets. Approval or rejection by Nets shall be granted informally by e-mail at its own discretion.

12. REVERSAL OF PURCHASED MERCHANT RECEIVABLES

12.1. An Individual Receivables Purchase Agreement shall be reversed in accordance with this Section 12 of these Special Terms if and insofar that the Merchant Receivables fulfil one of the criteria specified in Section 12.2 of these Special Terms ("Defective Receivables") and if Nets withdraws from the Individual Receivables Purchase Agreement in accordance with the process described in Section 12.3 of these Special Terms ("Nets Withdrawal").

12.2. Defective Receivables exist under the following conditions:

12.2.1. An End Customer effectively exercises their statutory right of withdrawal with regard to the Customer Contract or effectively withdraws from the Customer Contract on the basis of a contractual right of withdrawal granted by the Merchant (such as a 100-day right of return);

12.2.2. An End Customer exercises a right of withdrawal granted by a Merchant in an individual case or an End Customer raises a justified Customer Objection in relation to the guarantee in accordance with Section 10.1.6 of these Special Terms (cf. Sections 8.7 and 8.8 of these Special Terms);

12.2.3. The Merchant does not transfer the Documentation within fourteen (14) calendar days in accordance with Section 9.2 of these Special Terms or does not transfer additional special evidence or documents to Nets within one month of being requested to do so by Nets;

12.2.4. The period between the transfer of the Confirmation Deliver to the Nets API and the actual dispatch of the goods is longer than two (2) working days;

12.2.5. The Merchant delivered the goods after Nets informed the Merchant that there was a suspicion of fraud and despite the fact that the Merchant could have prevented the delivery by reacting immediately to such a notification;

12.2.6. The goods are shipped express, i.e. the goods are handed over to the Merchant's shipping service provider or the End Customer within less than twelve (12) hours after Payment Acceptance;

12.2.7. The data specified in Section 4.2.1 of these Special Terms changed after the Payment Acceptance was transferred;

12.2.8. In the case of the Ratepay Payment Method Prepayment, the End Customer did not pay the Merchant Receivables to Ratepay within seven (7) calendar days of the conclusion of the Customer Contract;

12.2.9. The Merchant Receivables' underlying conditions deviate from the conditions for End Customers specified in Section 2.4 of these Special Terms;

12.2.10. The Customer Contract was concluded with an End Customer who is not of legal age;

12.2.11. The Merchant Receivables are not governed by German, Austrian, Swiss or Dutch law or any other applicable national law expressly accepted by Nets; or

12.2.12. The Merchant violates a guarantee relating to the Merchant Receivables in accordance with Section 10 of these Special Terms (with the exception of Section 10.1.6 of these Special Terms).

12.3. In the event of Defective Receivables, Nets Withdrawal takes place as follows:

12.3.1. The Merchant immediately transfers a change notification for the Defective Receivables ("Payment Change Request") to Nets via the Nets API, especially in the case of Section 12.2.1 and Section 12.2.2 of these Special Terms. The confirmation sent to the Merchant via the Nets API is considered to be a declaration of withdrawal; or

12.3.2. Nets sends the Merchant a list of the relevant Defective Receivables (including the transaction ID) as a declaration of withdrawal. After receiving the declaration of withdrawal, the Merchant is obliged to initiate the Payment Change Request for the relevant Defective Receivables via the Nets API.

12.4. As a result of Nets Withdrawal, the respective Individual Receivables Purchase Agreement is (in some cases partially) reversed and the Merchant owes the repayment of the Purchase Price for the respective Merchant Receivables to Nets as well as reimbursement of any collection costs. Section 6.3 of these Special Terms does not apply in this case.

12.5. Under the condition precedent that the Nets Withdrawal according to Section 12.3 of these Special Terms is declared in relation to the relevant Defective Receivables, Nets hereby assigns all current and future Defective Receivables (unless otherwise extinguished by operation of law) to the Merchant, and the Merchant hereby accepts this assignment.

12.6. If the End Customer has already made payments on Defective Receivables to Nets before Nets' Withdrawal, Nets shall refund the End Customer on behalf of and for the Merchant instead of to the Merchant in the event of Nets' Withdrawal. The refund to the End Customer discharges the debt in the relationship between Nets and the Merchant. The refund is always paid to End Customers by Nets with the agreement of Ratepay.

13. RESTRICTION OF THE RATEPAY PAYMENT METHODS / SAFEGUARDING MEASURES

13.1. Nets is entitled to temporarily block the use of the Ratepay Payment Methods for the Merchant if

- Ratepay obliges Nets to do so due to a change in the law or a judicial, official or supervisory decision. In this case, the Merchant is entitled to terminate the Payment Service Contract in connection with these Ratepay Rules for Merchants with immediate effect.
- 13.2. The Nets Purchase Obligation according to Sections 3.2 and 3.4 of these Special Terms does not apply to Merchant Receivables which, following a purchase of Receivables, would count as Defective Receivables under the conditions of Sections 12.2.4 to 12.2.12 of these Special Terms.
- 13.3. Nets is entitled to take the measures stipulated in Section 12.4 of these Special Terms ("Safeguarding Measures"), provided that at least one of the following conditions is met:
- 13.3.1. A relevant deterioration in the Merchant scoring has occurred. A relevant deterioration within the meaning of the preceding sentence exists if
- 13.3.1.1. The Creditreform credit rating index 2.0 of a Merchant based in Germany is three hundred (300) or more; or
- 13.3.1.2. The Creditreform credit rating index of a Merchant based in another country is three hundred (300) or more.
- 13.3.1.3. The Creditreform credit rating is cancelled, so the credit rating is no longer shown;
- 13.3.2. The Merchant repeatedly fails to transfer a Payment Change Request to Nets immediately after receiving a declaration from the Customer in accordance with Section 12.2.1 or 12.2.2 of these Special Terms;
- 13.3.3. The actual return rate (ratio of the value of all Payment Change Requests and the value of all Payment Requests) differs from the average return rate of the previous month
- 13.3.3.1. by more than five (5) percentage points, provided that the average return rate does not exceed twenty per cent (20%); or
- 13.3.3.2. by more than ten (10) percentage points, provided that the average return rate is more than twenty per cent (20%).
- If the value of the previous month is not available, for example if the contractual period is not sufficiently long, the average return rate initially specified by the Merchant for Nets is used as a reference;
- 13.3.4. The Payment Service Contract has been effectively terminated in connection with these Ratepay Rules for the Merchants and the End Customers have a right according to Section 12.2.1 of these Special Terms in relation to the Customer Contracts.
- 13.4. Under the conditions of Section 13.3 of these Special Terms, Nets is entitled at its own discretion, taking into account the legitimate interests of the Merchant, to take the following Safeguarding Measures and notify the Merchant by e-mail:
- 13.4.1. Extension of the Purchase Price payment term as agreed by a maximum of ninety (90) additional days;
- 13.4.2. Retention of the Purchase Price owed by Nets for the Merchant Receivables, either in full or in part.
- 13.5. The Merchant can avert the Safeguarding Measures by providing a bank guarantee accepted by Nets or a cash security, the amount of which is determined by Nets and presented to the Merchant as a substantiated calculation, or the Merchant can take other suitable measures to which Nets has expressly agreed.
- 13.6. Nets shall cease taking the Safeguarding Measures within two weeks after the preconditions for the Safeguarding Measures according to Section 13.3 of these Special Terms are no longer applicable and shall notify the Merchant by e-mail.
- 14. DATA PROTECTION**
- 14.1. The Merchant undertakes to handle data with care and adhere to all relevant legislation and judicial regulations. The Merchant shall act in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons (GDPR) when handling personal data.
- 14.2. Neither Party is processing Personal Data on behalf of the other Party in connection with Nets' delivery of the Ratepay Payment Methods to the Merchant.
- 14.3. Information on Nets' general handling of Personal Data is stated in the General Terms.
- 15. AMENDMENTS TO THE PAYMENT SERVICE CONTRACT**
- 15.1. Amendments to these Ratepay Rules for Merchants shall be offered to the Merchant in writing no later than two (2) months before the proposed date of their entry into force. The Merchant's consent is deemed to have been given if the Merchant has not indicated its rejection prior to the proposed time for the changes to take effect. Nets shall specifically point out this deemed approval in the offer. If the Merchant rejects the offered amendments, the Merchant has the right to terminate the Payment Service Contract in connection with these Ratepay Rules for Merchants without notice and free of charge before the changes take effect. Nets shall specifically point out this right of termination in the offer.
- 16. TERMINATION OR SUSPENSION**
- 16.1. Nets is entitled to suspend the offering of Ratepay Payment Methods to Merchants and/or terminate the Payment Service Contract with regard to the provision of Ratepay Payment Methods with a Merchant if the respective Merchant no longer meets the Ratepay Rules for Merchants.

- 16.2. Nets is entitled to suspend if Ratepay requests Nets to terminate or suspend a specific Payment Service Contract.
- 16.3. Ratepay is entitled to check the correct implementation of the Ratepay Rules for Merchants by the Merchant. Ratepay shall inform Nets in the event of incorrect implementation by the Merchant. Nets shall ask the Merchant to comply with the checkout requirements and demand compliance within the period specified by Ratepay. Nets must immediately disable the Merchant on the Platform at the request of Ratepay until the Merchant can prove the correct implementation of the checkout requirements.

17. MISCELLANEOUS

- 17.1. These Ratepay Rules for Merchants are subject to the law of the Federal Republic of Germany.
- 17.2. These Ratepay Rules for Merchants do not constitute a contract in favour of third parties within the meaning of Section 328 BGB or a contract with protective effect in favour of third parties. Third parties, especially End Customers, are not entitled to derive claims or rights from these Ratepay Rules for Merchants.

- 17.3. If Nets does not exercise or assert any of the rights or any of the provisions of these Ratepay Rules for Merchants, this shall not be deemed to be a waiver of such rights or provisions.
- 17.4. After termination of the Payment Service Contract in relation to these Ratepay Rules for Merchants, Nets and the Merchant remain entitled and obliged to process Merchant Receivables which have already arisen from Individual Receivables Purchase Agreements but have not yet been fully processed in accordance with these Ratepay Rules for Merchants.
- 17.5. The Parties agree that Section 675f (5) 2 BGB (German Civil Code) (fee for payment services), Section 675h BGB (ordinary termination of a framework contract on payment services), Section 675y BGB (liability of the payment service provider in case of non-execution or defective execution of a payment order; obligation to make enquiries), Section 675z BGB (other claims in case of non-execution or erroneous execution of a payment order or an unauthorised payment transaction) and Section 676 BGB (proof of execution of payment transactions) – insofar that these even apply to these Ratepay Rules for Merchants – are hereby waived.

Nets Easy – Special Terms

Swish

JANUARY 2022

1. INTRODUCTION

- 1.1. The terms of this document only apply to Nets' delivery of the Swish Payment Method to the Merchant. The General Terms also apply.
- 1.2. Nets shall only deliver the Swish Payment Method to the Merchant if it is comprised by the Agreement as a Payment Method.
- 1.3. This document forms an integrated part of the Agreement.
- 1.4. In case of discrepancies between the text of the Special Terms and other parts of the Terms and Conditions, the interpretation priority order set out in Section 1.1 of the General Terms shall apply.

2. DEFINITIONS

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

Swish Bank

A bank or a credit market company that is a participant in Swish scheme and able to offer Swish to merchants.

3. NETS' ROLE

- 3.1. Nets will with respect to the provision of the Swish Payment Method make Swish available as a Payment Method in the Checkout Interface and transmit the relevant Transaction Data to the Swish Bank.
- 3.2. The payment transaction is then handled and completed or rejected by the Swish Bank. Nets will in the Checkout Interface show whether the Swish payment

transaction has been completed or rejected. The further handling of the transaction is done by the Swish Bank, including settlement and settlement reports.

- 3.3. For the sake of clarity, it is noted that the Service Nets deliver with respect to the Swish Payment Method does not comprise any transfer of funds.

4. GENERAL REQUIREMENTS

- 4.1. In order to carry out transactions with the Swish Payment Method the Merchant shall enter into an acceptance agreement with a Swish Bank.
- 4.2. The Swish Payment Method shall be provided and accepted in accordance with the agreement and regulations of the Swish Bank.
- 4.3. The Merchant undertakes to observe and follow the Instructions issued by Nets for integration, access and use of Swish Payment Method.

5. LIABILITY

- 5.1. Nets has no liability or responsibility for the functionality or availability of payment methods or services provided by the Swish Bank, including with respect to settlement of Swish payments.

6. PERSONAL DATA

- 6.1. Neither Party is processing Personal Data on behalf on the other Party in connection with Nets' delivery of Swish Payment Method to the Merchant.
- 6.2. Information on Nets' general handling of Personal Data is stated in the General Terms.

1. Introduction

- 1.1. The terms of this document only apply to Nets' delivery of Trustly to the Merchant. The General Terms also apply.
- 1.2. Nets shall only deliver Trustly to the Merchant if it is comprised by the Agreement as a Payment Method.
- 1.3. This document forms an integrated part of the Agreement.
- 1.4. In case of discrepancies between the text of the Special Terms and other parts of the Terms and Conditions, the interpretation priority order set out in Section 1.1 of the General Terms shall apply.

2. Definitions

- 2.1. The defined terms in the Agreement and the General Terms shall have the same meaning in this document unless otherwise is stated.

Trustly

The account to account payment method operated by Trustly Group AB as a Scheme.

3. Nets' Role

- 3.1. Nets will with respect to the provision of Trustly to the Merchant (i) make Trustly available as a Payment Method in the Checkout Interface, (ii) forward and receive Transaction Data to/from the Payment Processor for Trustly and (iii) receive funds for the Trustly Transactions and (iv) settle the received funds to the Merchant and (v) provide settlement reports to the Merchant.
- 3.2. Nets may in accordance with Agreement deduct fees, charges etc. from the received funds before settling with the Merchant.

4. General Requirements

- 4.1. It is a requirement for the Merchant's acceptance of Trustly as a Payment Method that the Merchant fulfils rules and regulations of Trustly.
- 4.2. The use of Trustly is subject to a Transaction minimum amount set by the Merchant's bank (usually around EUR 0.01 per Transaction).

5. Liability

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

6. Personal Data

- 6.1. Neither Party is processing personal data on behalf of the other Party in connection with Nets' delivery of Trustly payments to the Merchant.
- 6.2. Information on Nets' general handling of personal data is stated in the General Terms.

Nets Easy – Special Terms

Vipps Online

JANUARY 2022

1. INTRODUCTION

- 1.1. The terms of this document only apply to Nets' delivery of Vipps Online to the Merchant. The General Terms also apply.
- 1.2. Nets shall only deliver Vipps Online to the Merchant if it is comprised by the Agreement as a Payment Method.
- 1.3. This document forms an integrated part of the Agreement.
- 1.4. In case of discrepancies between the text of the Special Terms and other parts of the Terms and Conditions, the interpretation priority order set out in Section 1.1 of the General Terms shall apply.

2. DEFINITIONS

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

Vipps App

The application allowing End Customers to via their phone pay with payment cards at Merchant which has implemented and enabled Vipps Online.

Vipps Online

A solution which allows the Merchant to accept payments from End Customers using the Vipps App.

3. NETS' ROLE

- 3.1. Nets will in respect of delivery of Vipps Online to the Merchant (i), ensure that payment with the Vipps App is available as a Payment Method in the Checkout Interface and (ii) transfer of Transaction Data between the Merchant and Nets as acquirer.

4. VIPPS

- 4.1. The Vipps App is a pass-through digital wallet meaning that transactions completed via Vipps Online with the application of payment card transactions. The type of transaction depends on the type of payment card enrolled in Vipps App.
- 4.2. Vipps Online does not in itself include acquiring of the payment transactions made with the Vipps App. Nets has a provider of the Vipps Online Payment Method no responsibility or liability for the acquiring of the transactions
- 4.3. The Vipps Online Payment Method only supports Nets as acquirer. Transactions made with the Vipps App will be acquired by Nets in accordance with the terms and conditions agreed for acquiring of the payment card in question.
- 4.4. Nets does not support all Schemes which can be enrolled in Vipps App. The Merchant may contact Nets for a list of the Schemes Nets support in Vipps Online.

5. PERSONAL DATA

- 5.1. Neither Party is processing Personal Data on behalf on the other Party in connection with Nets' delivery of the Vipps Online to the Merchant.
- 5.2. Information on Nets' general handling of Personal Data is stated in the General Terms.