

General Terms and Conditions for the Use of Netaxept Service



1. Scope of Application

These general terms and conditions for the Netaxept service (**General Terms and Conditions**) apply to the contractual relationship between the Merchant and Nets on the basis of which Nets provides Netaxept service to the Merchant and govern the parties' rights and obligations relating to the use of Netaxept service. Together, these General Terms and Conditions and the agreement form constitute the agreement on the use of Netaxept service (**Agreement**).

The Agreement will enter into force when the parties have signed the Agreement or when Nets has otherwise approved the Agreement signed by the Merchant.

The following order of priority is observed in the application of the Agreement:

1. Agreement
2. General Terms and Conditions
3. Price List

2. Definitions

Merchant means the entity that has concluded the Agreement with Nets.

Netaxept means service that can be used to make ecommerce payments using payment cards and/or other means of payment for which the Merchant has entered into agreements with one or more card payment acquirers and/or providers of payment services.

Nets means a company belonging to Nets group of companies that has concluded the Agreement with Merchant.

3. The Merchant's Rights and Obligations

The Merchant must provide and carry out the necessary implementation of/adaptation to its ecommerce solution to enable communication with Netaxept.

The Merchant must carry out testing of the integration of Merchant's ecommerce solution with Netaxept in accordance with Nets' instructions before the Netaxept can be put into use. The Merchant will be responsible for all its implementation and testing expenses.

The Merchant's equipment and ecommerce solution must at all times comply with the requirements and specifications specified by Nets for the use of Netaxept and available to the Merchant on website <https://shop.nets.eu/partners>

The use of Netaxept requires at all times that the Merchant has a valid agreement(s) with acquirer(s) of card payment transactions and/or provider(s) of payment services.

The Merchant must inform Nets in writing and without delay of any change in Merchant information that may affect the Agreement or Netaxept, including changes to the Merchant's address, telephone number, e-mail address, etc. The Merchant must also inform Nets of the termination or signing of agreements with acquirers of card payments and/or providers of payment services. Merchant is responsible for the accuracy and completeness of the information supplied to Nets. Nets is under no obligation to verify or supplement the information provided by the Merchant.

The Merchant shall notify Nets immediately and no later than within 24 hours of any data breach or attempts thereof known or suspected by the Merchant that have caused or may cause damage to Nets or cardholder / end-customers.

4. Nets' Rights and Obligations

Nets will make Netaxept available to the Merchant for the purpose of the Merchant's exchange of ecommerce payment transactions with acquirer(s) of card payment transactions and/or provider(s) of payment services that have approved Netaxept for use in making ecommerce payments.

Netaxept will meet the requirements in respect of functionality and security imposed by acquirer(s) of card payment transactions and/or provider(s) of payment services that have approved Netaxept for use in making ecommerce payments.

Nets undertakes that Netaxept complies with the security requirements applicable at any given time with regard to payment systems, currently PCI DSS (Payment Card Industry Data Security Standard).

Netaxept is available 24 hours a day for the exchange of transactions. Nets will endeavour to provide availability of 99 %.

Nets is entitled to interrupt the use of Netaxept if this is necessary for the maintenance, repair or development of the Netaxept or if there is another justified cause for an interruption. Nets notifies the Merchant of any interruption in the use of Netaxept in advance, if possible.

Nets undertakes to inform the Merchant of significant changes to Netaxept that require changes to the Merchant's ecommerce solution integration with Netaxept. One (1) month's notice will be provided for these changes. On receipt of this notice, the Merchant undertakes to update its own ecommerce solution within the deadline specified by Nets. Merchant is responsible for its own costs in respect of changes to its own systems.

Nets is not responsible for the functionality or availability of third party services or systems that connect to the Netaxept, or for other obligations pertaining to said services or systems.

5. Support

In conjunction with the integration of Merchant's ecommerce solution with Netaxept, Nets offers up to four (4) hours support free of charge for the following: The establishment of communication connection between the Merchant's ecommerce solution and Netaxept and error identification.

Support in excess of four (4) hours will be agreed in writing between the Merchant and Nets and will be invoiced in accordance with the hourly fee of the Nets price list currently in force.

6. Tokenisation Solutions

If tokenisation solutions (Recurring Payments / EasyPayment) are in use, it is the Merchant's responsibility to store tokens in a secure way and restrict access to data on need to know basis. It is under no circumstances allowed to store tokens on a frontend system exposed to the internet or directly on mobile devices.

The Merchant shall notify Nets immediately and no later than within 24 hours of any data breach or attempts thereof known or suspected by the Merchant that have caused or may cause damage to Nets or cardholder / end-customers.

7. Prices and Terms of Payment

The prices for the Merchant's use of Netaxept and any additional services are shown on the Agreement form and/or Nets' price list as valid at any given time. Nets may amend the prices as specified in the price list or after the initial period by notifying the Merchant thereof in writing or by some other permanent manner no later than two (2) months prior to the entry into force of the amendment. All prices are exclusive of value added tax.

- The setup and the first monthly subscription will be invoiced on conclusion of the Agreement.
- The monthly subscription fee will be invoiced monthly in advance.
- Transactions are invoiced monthly in arrears.

The term of payment is fourteen (14) days net from the invoice date. Interest for late payment shall be interest set forth in the applicable act on overdue payments. Nets has the right to assign any overdue, unpaid amount to a third party for debt collection. Merchant is responsible of any collection costs incurred.

8. Amendments to the Agreement

Nets may amend this Agreement by notifying the Merchant thereof in writing or by some other permanent manner no later than three (3) months prior to the amendment taking effect.

If the amendment is not attributable to laws, decrees, orders or decisions of the public authorities or to the rules of the international card organisations or the requirements of acquirer(s) of card payments and/or provider(s) of payment services, and the amendment is unfavourable to the Merchant, the Merchant is entitled to terminate the Agreement by a written notice to Nets prior to the amendment taking effect. If the Merchant has not terminated the Agreement in writing prior to the amendment taking effect, the Merchant will be deemed to have approved the amendment and the Agreement will be binding upon the Merchant in its amended form.

9. Intellectual Property Rights

All intellectual property rights to Netaxept and its associated documentation are property of Nets and/or third parties, and no such rights will be transferred to the Merchant under this Agreement.

For the term of this Agreement Nets grants the Merchant a non-exclusive, limited right to use Netaxept as indicated in this Agreement. Merchant is not entitled to change, copy, sell or otherwise make Netaxept available to others.

10. Limitation of Liability

Each party shall be liable to the other party for damage caused by the breach of this Agreement subject to limitations set out below.

Under no circumstances Nets is liable for any indirect or consequential damage and/or loss, including loss of goodwill, loss of earnings, third party claims, operating losses, service interruptions, loss of income, loss of savings, loss of data, loss of interest and similar.

Nets' liability for an error in or delay of the Netaxept is limited to rectifying the error, or alternatively, to the re-performance of an erroneous or delayed service. However, Nets is liable for direct damage caused to the Merchant through negligent breach of this Agreement and demonstrated by the Merchant, to an amount that is limited, as per each such event to a maximum of the fees paid by the Merchant for Netaxept three (3) months immediately preceding such event, and as per each contract year, to a maximum of twelve (12) months fees for Netaxept.

Nets is solely responsible for its own services and actions. Nets is therefore under no circumstances liable for any errors/defects or delays, or otherwise for failure to fulfil its obligations, to the extent that this is the result of the actions of the Merchant or a third party.

11. Term and Termination

This Agreement is valid for an initial period of twelve (12) months from its conclusion and will, after the initial period, remain valid until further notice. After the initial period the Agreement may be terminated by either party by giving three (3) months' written notice to the other party.

Each party may terminate the Agreement with immediate effect by giving a written notice to the other party:

1. in the event of any material breach of the Agreement by the other party; or
2. where the other party is declared bankrupt, files a petition for bankruptcy, requests for restructuring or similar insolvency proceedings.

In addition, Nets is entitled to terminate the Agreement with immediate effect if in Nets' opinion the hardware, software or communication connections used by the Merchant may pose risk to the security of the Netaxept, or the Merchant's operations otherwise entail a data security risk, and the Merchant has not rectified the situation despite a written notification by Nets.

12. Suspension of Netaxept

Instead or in addition to the right of termination set out in section 11 or in case the Merchant has not paid Nets' invoice on due date, Nets is entitled to suspend or close Netaxept and all other services provided to the Merchant under the Agreement. Re-opening the Netaxept or continuance of any other service is subject to a separate fee as set out in the then-current price list. Nets must notify the Merchant, without undue delay, of any action taken under section 12.

13. Data protection

13.1 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, iv) for marketing purposes (subject to applicable law) of Nets group companies towards the Merchant, v) in relation to recordings of calls as set out in the terms and conditions of this Agreement and for the purposes set out therein, and v) to check the Merchant's credit rating in accordance with the terms and conditions of this Agreement. The personal data include details of contact persons processed for the purposes of onboarding, support, etc. The Merchant accepts an obligation to inform its employees and other representatives about the disclosure, etc. of personal data to Nets as part of the agreement for the above purposes and that information about the processing of personal data by Nets can be found on Nets' website. A list of the companies that are in the same group as Nets can also be found on Nets' website.

13.2 Personal data of individuals who are customers of Merchant will be processed by Nets as data processor on behalf of the Merchant. The personal data include transaction data, including card and other payment data. This processing is governed by the Data Processing Agreement, which is part of this Agreement and available at www.nets.eu/payments/terms

14. Governing Law and Dispute Resolution

The Agreement is subject to Swedish law, excluding its choice of law provisions. Any disputes will be settled, as a first instance, by the District Court of domicile of Nets.

15. Other Terms

Neither party may be held liable to the other party for circumstances that are beyond its control and which the party would not have been able to reasonably take into consideration or avoid on entering into the Agreement, including labour disputes (strike and lockout), inability to work of key personnel, war, acts of terrorism, civil unrest, natural disasters, fire, currency restrictions, official confiscation, import or export bans as well as disruption of normal trade or breakdown/disruption of infrastructure, telecommunication lines, networks, Internet connections, electricity supply or other energy supply. The above also correspondingly applies to force majeure at relevant subcontractors.

Merchant is not entitled to assign or transfer the Agreement or part thereof without the prior written consent of Nets. Any assignment or transfer by the Merchant of the Agreement or part thereof Nets has given its consent to, is subject to separate fee as specified in the Nets' price list currently in force. Nets is entitled to assign or transfer the Agreement or part thereof to an entity belonging to the same group of companies as Nets or in connection with Nets' transfer of relevant business activities to a third party with a written notice to the Merchant.

Nets may record calls to its service numbers. The recorded calls will be processed by the authorised personnel only. Recordings will be used, among others, in the processing of claims and staff training.

16. Validity of the General Terms and Conditions

These General Terms and Conditions will enter into force on 1 May 2014 and will be in force until further notice.

