

Overview of changes terms and conditions for Nets Easy

Please note that this overview is not exhaustive and includes what is deemed significant changes to the Terms and Conditions.

Subject	Section	Description
General	-	Defined terms have been capitalised throughout the Terms and Conditions. Terms that are not defined are no longer capitalised. Additionally, there are minor changes to the formatting.
Prohibition on using settlement funds as collateral	Section 2.5.11	The merchant is prohibited from transporting or providing security in settlement funds and cannot be used as collateral or for any form of security.
Merchant's responsibility for payment method presentation	Section 3.6.4	When presenting payment methods on the merchant's website, where the merchant controls the order of presentation, it is the merchant's responsibility to ensure that the presentation and use of these payment methods comply with all applicable laws and regulations.

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Nets' right to use the Merchant as a reference	Section 10.2.10	Unless otherwise agreed in writing, Nets is entitled to use the Merchant as a reference in its marketing.
Introduction of new payment methods	Section 12.2.1	We continuously strive to improve the checkous experience for our users and to maximize conversion rates for merchants. To support this, we may introduce new payment methods, including Alternative Payment Methods ('APMs') such as Apple Pay, Google Pay, Click to Pay, and similar payment methods, digital wallets or services.
Automatic enablement of APMs	Section 12.2.2	Unless explicitly opted out by the Merchant, we reserve the right to enable new APMs within the checkout environment by default. The purpose of this automatic enablement is to ensure frictionless customer experiences and optimize conversion performance.
Notification and opt-out right for APMs	Section 12.2.3	We will provide reasonable prior notice, through email or platform notification, before enabling any new APM. Merchants may opt out of any specific APM at any time by following the opt-out instructions provided in the notice or through their account settings. Opting out may affect the availability or performance of the checkout experience.
Acceptance of third-party terms for APMs	Section 12.2.4	Where required by an APM provider, enabling an APM may include the Merchant's acceptance of that provider's separate terms and conditions for use of the payment method. These terms may be presented either directly by the APM provider or via a link or reference in our notice. By continuing to use the checkout with such APM enabled, the Merchant agrees to be bound by the applicable third-party terms unless the Merchant has opted out.
Fees and terms for APMs	Section 12.2.5	Any transaction fees, processing terms, or conditions applicable to specific APMs will be made available in advance of enablement. Continued use of the checkout with such APMs enabled shall constitute acceptance of those applicable terms. Merchants opting out of a specific APM will not be subject to its associated fees.

Technical integration of APMs	Section 12.2.6	All technical integration and operational deployment of APMs will be managed by Nets Easy, requiring no additional action from the Merchant unless otherwise stated. In cases where configuration is necessary, we will provide reasonable support and guidance to facilitate integration.
Merchant's responsibility for compliance with APMs	Section 12.2.7	Merchants remain responsible for ensuring that any enabled APMs comply with their local regulatory requirements and business practices. We disclaim liability for any legal or compliance obligations arising from the use of APMs, except as required by applicable law.
Termination due to inactivity	Section 13.3.4	If no transaction has been carried out through the Service during a continuous period of twelve (12) months, Nets shall have the right to terminate this agreement with immediate effect. Such inactivity is deemed to constitute an obstacle to fulfilling requirements under applicable legislation on anti-money laundering and counter-terrorist financing (AML), including the obligation to conduct ongoing customer due diligence and risk assessments. The Provider is not obliged to provide the Service if the basis for such assessments is lacking due to inactivity.