

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 Customers 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.