

### 1. Introduction

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- 1.1. The terms of this document only apply to Nets' delivery of SOFORT to the Merchant. The General Terms also apply.
- 1.2. Nets shall only deliver SOFORT 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

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- 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:  
**SOFORT**  
The account to account payment method operated by SOFORT GmbH and Klarna Bank AB as a Scheme.

### 3. Nets' Role

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- 3.1. Nets will with respect to the provision of SOFORT to the Merchant (i) make SOFORT available as a Payment Method in the Checkout Interface, (ii) forward and receive Transaction Data to/from the Payment Processor for SOFORT and (iii) receive funds for the SOFORT Transactions and (iv) settle the received funds 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

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- 4.1. It is a requirement for the Merchant's acceptance of SOFORT as a Payment Method that the Merchant fulfils rules and regulations of SOFORT.
- 4.2. The use of SOFORT is subject to a Transaction minimum amount of EUR 1.00 per Transaction.

### 5. Liability

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- 5.1. The Merchant is aware of and confirms, that:
  - a) SOFORT 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 SOFORT ; 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 SOFORT GmbH or other third parties.

### 6. Personal Data

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