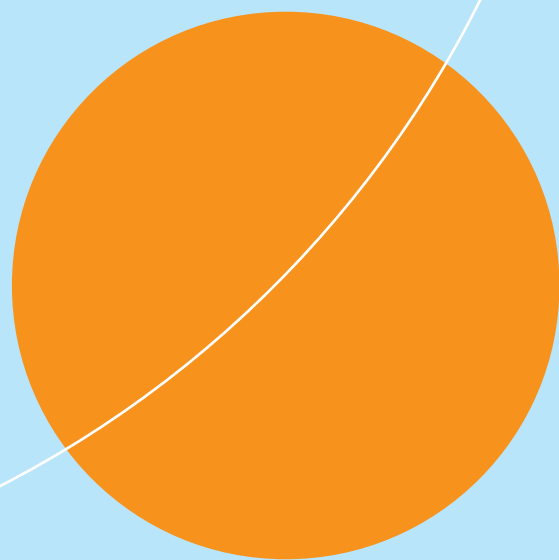


Terms and conditions for Easy

2020



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Definitions

Agreement

The Agreement between Nets and the Merchant, including the Application, 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.

Authorisation

The process of verifying that the Card is valid, that the 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.

Card

A payment card issued by an authorised/licensed card issuer pursuant to agreement with a Scheme.

Cardholder

A natural person or legal entity in whose name a Card has been issued.

Card Data

The data used to identify and verify a Card, e.g. the card number, expiry date and the Card's security code.

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.

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.

Dankort

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

General Terms

The terms and conditions set out in sections 1-14 of these Terms and Conditions. In the event of conflict between the General Terms and the Special Terms with regard to a specific situation, the Special Terms take precedence.

International Cards

Cards issued in accordance with the Visa and Mastercard schemes.

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 as specified in the Application.

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.

PCI DSS

The Payment Card Industry Data Security Standard, in its prevailing version published at www.pcisecuritystandards.org.

Parties

Nets and the Merchant jointly.

Party

Nets or the Merchant, separately.

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.

Pre-authorisation

The process of checking the Card's status and reserving an estimated amount.

Schemes

The organisations that establish rules, practices, standards and/or implementation guidelines for the execution of payment transactions. For example Visa and Mastercard.

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 set out in sections 15 - 23 of these Terms and Conditions. In the event of conflict between the General Terms and the Special Terms with regard to a specific situation, the Special Terms take precedence.

Terms and Conditions

These terms and conditions for Easy, including 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 Card Data and other information received in connection with the payment, e.g. the transaction amount and transaction date.

1. INTRODUCTION AND SCOPE

- 1.1. These Terms and Conditions form an integral part of the Agreement entered into between the Merchant and Nets for the Service.
- 1.2. 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.
- 1.3. The Merchant shall have the right to use the Website from which the goods/services are sold. The Website must be registered in the Merchant's name as stated in the Agreement.
- 1.4. The Merchant is not permitted to use the Agreement or Services for the following:
 - a) Accepting Transactions that arise from sales or activities offered by anyone other than the Merchant
 - b) 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
 - c) Make multiple Transactions with the same payment method at one and the same time for the same purchase
 - d) Activities that may damage the brand and/or reputation of Nets and/or the Schemes
 - e) Immoral or unethical purposes, or a purpose that in any way or manner contravenes applicable laws and regulations
 - f) The sale of pornographic material involving children, animals, rape or any other form of brutality
 - g) The sale of products or services that infringe intellectual property rights
 - h) In general, the provision of goods or services in violation of the Schemes' rules and/or Nets' Instructions.
- 1.5. 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 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 may be relevant for all Payment Methods, cf. the Special Terms.
- 2.1.2. The Service only comprise 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 in the check-out window.

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 set out in the Agreement, 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:
- Nets has reasons to believe that a Transaction may become subject to a complaint or claim, may be deemed to be fraudulent, or
 - there are otherwise circumstances requiring an investigation, or
 - 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. The Merchant instructs Nets to contract for technical support on behalf of the Merchant in order facilitate

the placing the Service into operation, for example, by delivering integration keys and/or by answering questions. However, it is the responsibility of the Merchant to integrate their own systems vis-à-vis Nets' systems, even if Nets' partners are engaged, unless otherwise stated in specific terms. The Merchant must notify Nets in writing when they intend to commence their sales and begin using Nets' Service for live transactions.

- 2.6.3. If, at the commencement of the Service or upon its termination, Card 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. Limits

- 2.7.1. Nets may set limits on the value of individual transactions that are authorised, or that limits Nets' obligation to purchase Transactions that exceed certain amounts during a particular period of time, in order to prevent fraud. These amounts are discretionally determined by Nets and are not notified to the Merchant.
- 2.7.2. In the event that the Merchant's annual sales exceed the Schemes' current amount limits at any time, this Agreement shall be transferred, if Nets so requests, to the Payment Processor designated by Nets, in whole or in part, or alternatively a separate agreement will be entered into with such Payment Processor of card transactions which Nets directs, whereby the Agreement in this part is terminated.

2.8. Continuing development of the Service

- 2.8.1. 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.
- 2.8.2. Nets strives to continuously further develop and improve the Service 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.

2.9. Backups

- 2.9.1. 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 a minimum of twelve (12) months from the date of receipt of the information received by Nets.

2.10. Accounting and reports for card payments

- 2.10.1. 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 reference number to the card transaction.
 - The amount of the transaction and the currency in which the Merchant's bank account is credited.
 - The amount of any fees for the individual card transaction, where the fees are divided into service fees and interchange fees, if applicable.
- 2.10.2. 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.
- 2.10.3. 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.

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. All Merchants are subject to the requirements laid down in PCI DSS, and the Merchant is responsible for all costs related to compliance with requirements in PCI DSS.
- 3.4.2. The Merchant is obliged to inform Nets in the event that it handles/stores Card Data, for instance if payment solutions allowing for such handling or storage are used.
- 3.4.3. The Merchant must present PCI DSS validation, for instance an attestation of compliance (AOC) or a report of compliance (ROC) completed by a certified data security firm (Qualified Security Assessor) and a pass result for a vulnerability scan performed by a certified

data security firm (Approved Scanning Vendor) in line with Nets' and the Schemes' validation requirements. Refer to the Instructions in that respect.

- 3.4.4. Merchants that do not handle/store Card Data are nonetheless obliged to present PCI DSS certification if required to do so pursuant to Nets' and the Scheme's validation requirements; see nets.eu/payments.
- 3.4.5. 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.
- 3.4.6. The Card's security code and other sensitive Card Data must not be stored under any circumstances once the Authorisation is complete.
- 3.4.7. The Instructions provide additional information about PCI DSS, as well as a description of what the Merchant must generally observe in the management of Card Data.

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 Card Data in the event of compromise of Card 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 Card 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 Card 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 Card usage, the cost of issuing new Cards, 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 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 Cardholder'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 Cardholder has approved the Merchant's terms and conditions and return/refund policies
 - f) It must state that the Cardholder may pay by payment Card
 - g) The card 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 Card 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 contain the following information (at a minimum):
- 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 Card is used as a payment method. The authorisation code when a Card is used as a payment method.
 - e) The delivery address

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 applicable rules and provisions pursuant to statutes and regulations that have been adopted, and notify their users regarding the cookies being used by Nets. In this connection, the Merchant may provide a link to Nets' information page about cookies.

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 i.a. 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% 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 Card Payments, 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 should 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 currency 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.

6. MONITORING, FRAUD, ETC.

- 6.1. Nets monitors Authorisations and 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 card 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 that the card issuer has 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 payment terminals, 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.

7. LIABILITY AND LIMITATION OF LIABILITY

7.1. Generally

- 7.1.1. A Party's liability for deviation is specifically governed by the Agreement; however, what is stated about force majeure should be applicable. 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.
- 7.1.2. Nets' total liability for compensation for damages vis-à-vis the Merchant, within a calendar year, may amount to a maximum of the amount corresponding to the fees paid by the Merchant for the Monthly Fees during the past twelve (12) month period.

- 7.1.3. 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.

7.2. 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. So as to not lose any rights they may have to a price reduction, 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 neither included in the Service nor is part of the Nets System;
- 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 7.1.2 during a calendar year, this is 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. Each respective Party undertakes not to disclose information about the Agreement and/or such information about the business activities of the other Party, or the status of the business activities, including the Party's business or professional secrets, or information that is otherwise considered confidential, to third parties, without the Party's written consent, during the term of the agreement and for an additional period of three (3) years thereafter. Information that a Party has stated to be confidential, secret or similar, but not exclusively this, shall always be deemed to be a business or professional secret. If the Merchant has been designated by a technical partner to Nets, such Merchant shall not be considered to be a third party, but rather Nets shall be free to share such information.
- 8.2. The obligation of confidentiality does not, however, apply to such information that a Party may be aware of, or that was generally known or disclosed, with the consent of the other Party.
- 8.3. The duty of confidentiality also applies in the event that a Party is obligated in accordance with applicable legislation, governmental decision, financial exchange contract or similar situation, to disclose such information. However, a Party shall, prior to such disclosure, inform the other Party of this, if feasible.
- 8.4. Each Party shall ensure that employees and other retained or contracted staff, consultants, subcontractors and others are subjected to a similar obligation to maintain confidentiality, to the extent that they need

access to comprehensive information, via requisite confidentiality agreements.

- 8.5. However, notwithstanding the above, Nets shall be free to share information with other companies within the Nets Group, not only for the implementation of the services, but also for sales and marketing purposes. In addition, Nets shall be entitled to share information with the Payment Processor for the performance of the Service or its monitoring.

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 representatives 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 customers of Merchant will also be processed by Nets as data controller. The personal data include transaction data, including card and other payment 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. 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.

- 10.2. 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.
- 10.3. 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.
- 10.4. 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.
- 10.5. Nets is entitled, during the term of the agreement, to use the Merchant's trademark/brand name and logo for marketing purposes and otherwise in accordance with the Merchant's reasonable instructions.

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. Subcontractors

- 11.2.1. Nets is entitled to engage subcontractors, including personal data processors to perform certain or all of the obligations pursuant to the Agreement. Nets is responsible itself vis-à-vis the Merchant for any subcontractors engaged by Nets.

11.3. Warranties

- 11.3.1. Unless explicitly stated in the Special Terms, Nets gives no warranties in relation to the Service.

11.4. Trade control

- 11.4.1. The Merchant acknowledges that the Services may be subject to Trade Control Laws.
- 11.4.2. 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.

11.5. Assignment

- 11.5.1. 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.

12.2. Annual adjustment

- 12.2.1. 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.

12.3. Adjustment based on events outside Nets' control

- 12.3.1. 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 30 days after notification.

13. TERM AND TERMINATION

13.1. Term

- 13.2. The Agreement enters into force when Nets has approved the Merchant's application and notified the Merchant in this respect.
- 13.3. The Agreement continues to be in force until termination for cause or convenience in accordance with the terms of the Agreement.

13.4. Termination for convenience

- 13.5. 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.
- 13.6. The Merchant's notice of termination must be made through a web interface designated by Nets or as otherwise set out on Nets' webpage.
- 13.7. 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.

13.8. Termination for cause

- 13.9. Either Party is entitled to give notice of termination of this Agreement for early termination with immediate effect if:
- the other Party commits a material breach of contract and fails to remedy the material deficiency within thirty (30) days; or
 - 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 24 hours.
- 13.10. Nets also has the right to cease provision of the Service and/or terminate the Agreement with immediate effect, if:
- There is a change in control of the Merchant or a change in the ownership of more than 25% of the Merchant's share capital,
 - The Merchant is past due or otherwise in delay with its payments,
 - The Merchant does not observe or comply with applicable laws, regulations, governmental decisions, or Instructions
 - The Merchant, in Nets' well-founded opinion, has damaged, via its conduct/business activities, Nets/ the Payment Processor's reputation.
 - The risk assessment of the Merchant is not satisfactory to Nets

- One or more Schemes or Payment Processors requires Nets to amend, suspend or terminate the Agreement
- A Transaction(s) which, in Nets' reasonable assessment, is/are not allowed under existing card rules; the number of complaints due to fraud, unauthorised purchases or complaints from the Cardholder relating to Transactions has reached an unacceptable high level, or the proportion of credits is excessively large, according to Nets' assessment
- The Merchant sells services or products in violation of the Scheme's rules,
- 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
- 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).
- 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.

- 13.10.1. If Nets has ceased provision of the Service pursuant to section 13.10, 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 currency equivalent.

13.11. Consequences of expiry of the Agreement

- 13.12. 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 of 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.
- 13.13. 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 and Sweden and in other countries.

15. SPECIAL 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. SPECIAL 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. SPECIAL 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, Hoffsvæien 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. SPECIAL 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. SPECIAL TERMS FOR OTHER COUNTRIES

19.1. Introduction

19.1.1. The terms of this section 19 apply to Merchants in other countries than Denmark, Finland, 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.

19.2. Choice of law and jurisdiction

19.2.1. 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.

20. SPECIAL TERMS FOR INTERNATIONAL CARDS

20.1. Introduction

20.1.1. The terms of this section 20 apply to Nets delivery of Internal Cards payment to the Merchant only. The General Terms also apply. In case of conflict between

the General Terms and the terms laid down in this section, the terms of this section will take precedence.

20.1.2. Nets shall only deliver International Cards payments to the Merchant, if it is comprised by the Agreement as a Payment Method.

20.2. Nets' role

20.2.1. Nets will in respect of delivery of International Card Payments to the Merchant, be the acquirer of the International Cards.

20.3. General requirements cards

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

20.4. Acceptance of payment card transactions

20.4.1. The Merchant must accept card transactions with all valid 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.

20.5. Authorisation

20.5.1. An Authorisation obtained up to seven calendar days prior to Charge is implemented for Maestro, Mastercard and Visa.

20.5.2. An authorisation for Maestro or Mastercard cannot be reversed, and the amount cannot be changed.

20.6. Pre-authorisations on Maestro or Mastercard.

20.6.1. 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 21 days, and for Maestro for seven (7) days. Pre-Authorisation is not permitted with Visa cards.

20.6.2. 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.

20.6.3. 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.

20.6.4. Authorised and Pre-authorized amounts that are not reversed are to correspond to the final amount of the transaction.

20.7. Fees when accepting a Card for payment

20.7.1. If a Merchant desires to impose a charge (surcharge) in connection with the use of a payment card 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.

20.8. Issuing credits (refunds)

20.8.1. 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.

20.8.2. 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.

20.9. Complaints (chargebacks) of Transactions

20.9.1. 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) Any of the Merchant's warranties as set out in section 22.2.1 below are not fulfilled, 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).

20.10. Right to settlement

20.11. The Merchant's right to settlement of payments with Cards where the Merchant has used 3-D Secure may lapse if the Cardholder denies having participated in the payment and the fraud reported to Visa and/or Mastercard 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 will advise the Merchant if its right to transaction settlement has lapsed.

20.12. Personal data

20.12.1. Neither Party is processing Personal Data on behalf on the other Party in connection with Nets' delivery of International Card payments to the Merchant.

20.12.2. Information on Nets' general handling of Personal Data is stated in section 9 (Data Protection) of the General Terms.

21. SPECIAL TERMS FOR PAYMENTS WITH SWISH

21.1. Introduction

21.1.1. The terms of this section 21 apply to Nets' delivery of Swish payment to the Merchant only. The General Terms also apply. In case of conflict between the General Terms and the terms laid down in this section, the terms of this section will take precedence.

21.1.2. Nets shall only deliver Swish payments to the Merchant, if it is comprised by the Agreement as a Payment Method.

21.2. General requirements Swish

21.2.1. For methods of payment, Swish is subject to handling in accordance with the agreement and regulations of the designated bank for such provision. Furthermore, the Merchant undertakes to observe and follow the prevailing Instructions issued by Nets for payment method Swish.

21.3. Personal data

21.3.1. Neither Party is processing Personal Data on behalf on the other Party in connection with Nets' delivery of Swish payment to the Merchant.

21.3.2. Information on Nets' general handling of Personal Data is stated in section 9 (Data Protection) of the General Terms.

22. SPECIAL TERMS FOR INVOICE PAYMENTS

22.1. Introduction

22.1.1. The terms of this section 22 apply to Nets' delivery of invoice payment to the Merchant only. The General Terms also apply. In case of conflict between the General Terms and the terms laid down in this section, the terms of this section will take precedence.

22.1.2. Nets shall only deliver invoice payments to the Merchant, if it is comprised by the Agreement as a Payment Method.

22.2. General

22.2.1. For the invoice method of payment, the Merchant guarantees, 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 by the provisions of the Swedish Distance and Off Premises Contract Act,
- 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

- 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 the Swedish Distance and Off Premises Contract Act, and that the End Customer's period for the right of withdrawal is thus fourteen (14) days,
 - i) 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 which has approved (at the time of the entry into this Agreement, this encompasses Norway and Sweden) and is issued in a currency approved by Nets (at the time of the entry into this Agreement, this includes NOK and SEK), 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 22.3.

22.3. To the extent that the Distributor 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»INSERT SWEDISH.»

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, til hvem fordringen er overdraget. Ved betaling bedes leverandørnavn og fakturanr. angivet. Betaling skal ske til bankkonto 4073 4073033993 i Danske Bank».

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, konto 1503 08 25141».

22.4. Personal data

22.4.1. Neither Party is processing Personal Data on behalf on the other Party in connection with Nets' delivery of invoice payment to the Merchant.

22.4.2. Information on Nets' general handling of Personal Data is stated in section 9 (Data Protection) of the General Terms.

23. SPECIAL TERMS FOR DANKORT PAYMENTS

23.1. Introduction

23.1.1. The terms of this Section 23 apply to Nets delivery of Dankort Payments to the Merchant only. The General Terms also apply. In case of conflict between the General Terms and the terms laid down in this section, the terms of this section will take precedence.

23.1.2. Nets shall only deliver Dankort Payments to the Merchant, if it is comprised by the Agreement as a Payment Method.

23.2. Nets' role

23.2.1. Nets is in respect of delivery of Dankort payment to the Merchant, the acquirer of the Dankort.

23.3. The Merchant

23.3.1. General requirements

23.3.1.1. The Merchant shall be established and registered in Denmark.

23.3.1.2. The Merchant Outlet shall be available in a Danish language version and directed towards Danish End Customers.

- 23.3.2. Accepting Dankort
- 23.3.2.1. The Merchant may not refuse to accept Dankort with reference to the issuer's or the End Customer's identity.
- 23.3.2.2. All payments must be completed in Danish kroner.
- 23.3.2.3. The transaction amount must not be rounded off.
- 23.3.3. Security requirements
- 23.3.3.1. 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.
- 23.3.4. Retention period applicable to Dankort card and Transaction data
- 23.3.4.1. In consideration of End Customer disputes, etc., the Merchant must retain transaction documentation, including signed vouchers, for 20 months from the date of Payment.
- 23.3.4.2. Storage requirements also apply if the Merchant has ceased trading
- 23.3.4.3. 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.
- 23.3.5. Use of and rights to trademarks
- 23.3.5.1. All rights to Dankort trademarks, including copyrights, the right to the trademark and any other rights, belong to Nets. Any and all rights derived from the Merchant's use of Dankort trademarks will be deemed to belong to Nets and any derived rights shall be promptly transferred to Nets when required.
- 23.3.5.2. In entering into the present Agreement, the Merchant shall be entitled to use Dankort trademarks in accordance with the provisions of the Agreement. This right is inherent in the Agreement and may not be transferred to other parties in whole or in part.
- 23.3.5.3. At the Merchant Outlet, the Merchant shall display clear signs using Dankort trademarks (logos).
- 23.3.5.4. The trademarks must always be displayed in the correct, original design. Cards depicted in marketing material may not contain a valid card number or card issuer name.
- 23.3.5.5. The trademarks can be found at and downloaded from dankort.dk
- 23.3.5.6. The Merchant may use the trademarks in connection with marketing of goods and services that can be paid for by Dankort under this Agreement.
- 23.3.5.7. The trademarks may not be used for any other purpose.
- 23.3.5.8. Upon entering into this Agreement, the Merchant undertakes always to use Dankort trademarks in accordance with Nets' instructions.
- 23.3.5.9. Use of the trademarks may not infringe Nets' rights to the trademark and may not create the impression that goods and services are sponsored, produced, offered, sold or in any other way supported by Nets.
- 23.3.5.10. Beyond the right of use described above, the Merchant is not granted any other rights to Dankort trademarks.
- 23.3.5.11. The Merchant may not on its own initiative take steps to counter any third party's unauthorised use of the trademarks
- 23.3.5.12. The Merchant may not apply for registration of the trademarks or any similar trademarks.
- 23.3.5.13. The Merchant may not register this Agreement in any official register without Nets' prior written acceptance.
- 23.3.5.14. On cessation of the Agreement, the Merchant shall refrain from any and all use of the trademarks, including signage, advertising online or in other media, or in any other type of marketing.
- 23.4. Payment Guarantee**
- 23.4.1. 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.
- 23.4.2. 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.
- 23.4.3. If the Dankort payment is divided into two or more payments (serial transactions), the guarantee limits remain unchanged in respect of the combined payment.
- 23.4.4. 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 Payment and the dispute is not refused
 - The Payment 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.

- f) The Merchant has received a Payment that was not registered as active with Nets at the time of payment.
 - g) The Merchant provides debt collection services.
 - h) the Cardholder claims that the payment was made by a non-authorized third party (third party fraud)
 - i) the Cardholder claims that the product and service the Cardholder purchased from the Merchant was not delivered
- 23.4.5. 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.
- 23.5. Disputed Payments**
- 23.5.1. End Customer disputes
- 23.5.1.1. If Nets receives an End Customer dispute regarding a 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.
- 23.5.1.2. The Merchant is under an obligation to respond to all disputes from an End Customer.
- 23.5.1.3. If Nets receives an End Customer dispute where the End Customer claims that the End Customer did not make the Payment, Nets may withdraw the disputed amount from the Merchant's bank account or settlement amount.
- 23.5.1.4. If Nets receives an End Customer dispute where the End Customer claims that, in connection with purchases of goods and services through distance selling:
- a) The card transaction exceeds the amount accepted by the End Customer, or
 - b) the goods/services ordered were not delivered, for example, or
 - c) 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.
- 23.5.1.5. If Nets receives notification that the End Customer claims that the End Customer did not know the exact amount on approval of the Payment, and the 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.
- 23.5.1.6. The Merchant will be charged upon receipt of the End Customer dispute.
- 23.5.1.7. 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.
- 23.5.1.8. End Customer disputes may be sent to the Merchant up to 14 months after the transaction was completed or when goods or services was expected to be delivered.
- 23.5.2. Documentation of End Customer disputes
- 23.5.3. If the Merchant disagrees with the charge, the Merchant must contact Nets within 30 days with documentation showing the basis for refuting the End Customer dispute.
- 23.5.4. 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 credited to the Merchant's bank account.
- 23.5.5. If the Merchant fails to provide the documentation as stated in the request, Nets can uphold the Chargeback.
- 23.5.6. Nets is under no obligation to provide the Merchant with documentation of the End Customer dispute.
- 23.6. Documentation of payment**
- 23.6.1. 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.
- 23.6.2. 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).
- 23.6.3. If the Merchant does not submit the necessary documentation, the payment may be immediately withdrawn from the Merchant's bank account.
- 23.6.4. 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
- 23.7. Use and submission of Dankort data and Transaction Data**
- 23.7.1. The Merchant may only use Dankort data to complete Payments. Therefore, Dankort and/or Dankort data must not be used for identification of customers in connection with access control, etc.
- 23.7.2. The Merchant may only submit Transaction data to Nets originating from Payments completed by the Merchant and may not assign Dankort data, including vouchers, to a third party.
- 23.7.3. The Merchant warrants that the Transaction data submitted to Nets is genuine and correct.
- 23.7.4. 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.
- 23.7.5. Nets may refuse to process, or honour Payments submitted after expiry of the time limit.
- 23.7.6. 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.
- 23.7.7. The Merchant may not pass on Transaction data to other parties unless this is necessary for the purpose of correcting Payments, for law enforcement purposes or in response to other legislation.
- 23.7.8. Costs relating to control request and submission of Transaction data between Nets and the Merchant shall be paid by the Merchant.
- 23.8. Receipt**
- 23.8.1. The End Customer is entitled to a Receipt for any Payment. The Merchant must provide/send a Receipt to the End Customer when the Payment is completed. If, in the event of a fault, the terminal cannot print a Receipt, the Merchant must send a receipt if the End Customer asks for one.
- 23.8.2. The Receipt must include the Merchant name, the place of the transaction and contact information.
- 23.8.3. Subject to a separate agreement with Nets, a Receipt may be omitted for transactions where the amount is limited in End Customer-activated terminals (CAT) without a PIN code.
- 23.9. Cancellation of a payment**
- 23.9.1. If a Payment was a mistake, the Merchant must cancel the Payment, if possible. If cancellation is not possible, the Merchant must complete a credit transaction. If this cannot be done, the Merchant must contact Nets.
- 23.9.2. The Merchant must hand over/submit a receipt for the credit transaction to the End Customer.
- 23.10. Returns**
- 23.10.1. 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.
- 23.11. Settlement**
- 23.11.1. The Dankort Payments will be settled to the Merchant as part of the settlement on the Service.
- 23.11.2. Settlement is in batches (bundles) or as single items (per transaction).
- 23.12. Requirements regarding the Merchant website
- 23.12.1. As a minimum, the following information must be displayed on the Merchant website:
- The Merchant's name, CVR number and address
 - E-mail address and telephone number for customer service or similar
 - Description of the goods/services the Merchant sells (including prices, taxes and duties)
 - Terms and conditions of delivery (including rules concerning the End Customer's right of cancellation) and shipment costs
 - The fact that End Customers can pay by Dankort
 - The trademarks of Dankort. The trademarks must also be displayed where the End Customer can choose payment methods.
 - Transaction currency (must always be Danish kroner)
 - Any export restrictions.
- 23.12.2. The Merchant website must also contain a function to enable the End Customer to enter his/her CVV code (typically three digits on the reverse of the card, either on the signature strip or directly beside it).
- 23.12.3. The End Customer must actively express the End Customer's acceptance of the Merchant's terms and conditions of sale and supply before Payment is made. This could be done, for example, by the End Customer ticking a box on the Merchant's website, where it is clearly stated that the End Customer is thereby accepting the terms and conditions of sale including shipment. The box may not be pre-ticked.
- 23.12.4. The Merchant's website may not give the End Customer the opportunity to enter the card PIN code or any other Dankort data without encryption. The End Customer may not be able to submit orders containing Dankort data via e-mail, unless in encrypted form. If this is used, the encryption method must be approved by Nets.
- 23.13. Order acceptance**
- 23.13.1. Before the End Customer accepts the order, the following information must be displayed on the screen, as a minimum requirement:
- A clear description and the price of the individual goods/services the End Customer has ordered
 - The total amount the End Customer must pay (including specification of any taxes/duties, shipment costs and other charges)
 - Transaction currency (must be Danish kroner)
 - The fact that payment is to be by Dankort
 - Estimated delivery date
 - Terms and conditions of delivery, including rules on the End Customer's right to cancel
 - Name of the recipient of the goods/service
 - Delivery address
- 23.14. Procedure for paying with Dankort**
- 23.14.1. The following procedure must be followed in connection with a payment transaction on the internet:
- The End Customer places an order and enters the required information for use in completing the payment transaction
 - Card number
 - Expiry date
 - CVV Code

- e) A query will be sent to Nets with a view to approval of the transaction and the Merchant will receive the reply: approved or rejected
- f) Depending on the amount involved, the End Customer will be asked to verify the purchase using Dankort Secured by Nets
- g) If the card has been blocked or the transaction cannot be approved – the answer is “rejected” – the Payment may not under any circumstances be completed.

23.14.2. Data must be entered in an encrypted session.

23.14.3. If the CVV Code is not correct, Nets may reject the transaction.

23.14.4. CVV Codes may never be stored, and the Merchant must therefore delete any CVV Codes received with an End Customer’s order once the payment has been controlled. In the case of late deliveries, part deliveries and subscriptions, CVV Codes will only be sent with the first request.

23.14.5. If the Merchant is unable to deliver the goods ordered by the End Customer within just a few days after the order was placed, or if the delivery is to be divided into several part deliveries, follow the procedure below:

- a) Send the control request to Nets at DKK 0 to check the card and the CVV Code
- b) When the Merchant is ready to send the product or a part delivery, the Merchant must send a request to Nets for the full amount of the order (not just the amount corresponding to the part delivery)
- c) The transaction will then be forwarded (as the amount corresponding to the goods delivered) for settlement with Nets
- d) If there is a part delivery, at the time of the next delivery, the Merchant must submit a request to Nets for DKK 0 and subsequently send a transaction for settlement (corresponding to the amount the of goods supplied)
- e) Repeat this procedure until the order has been fulfilled.

23.14.6. Dankort Secured by Nets must be used for payments. The Merchant is responsible for ensuring that the Merchant’s PSP uses Dankort Secured by Nets.

23.15. Order confirmation/receipt

23.15.1. The electronic Receipt to the End Customer must include at least the following information:

- a) Merchant name
- b) Merchant e-mail address
- c) Description of the goods/services ordered
- d) Order number/transaction number
- e) Transaction date
- f) Transaction amount
- g) Transaction currency (must be Danish kroner)
- h) Transaction type (debit/credit)
- i) Delivery date
- j) Any parts of a card number (truncated)

- k) The fact that payment transaction has been completed (if this is a receipt).

23.15.2. The amount may not exceed the amount the End Customer agreed to.

23.16. Submission

23.16.1. Transactions must be submitted electronically to Nets as quickly as possible; however, no earlier than when the product/service will be sent.

23.16.2. The Transaction data must arrive at Nets no later than seven calendar days after the date of delivery.

23.17. Personal data

23.17.1. Neither Party is processing Personal Data on behalf on the other Party in connection with Nets’ delivery of Dankort Payment to the Merchant.

23.17.2. Information on Nets’ general handling of Personal Data is stated in section 9 (Data Protection) of the General Terms.

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