

# GENERAL TERMS AND CONDITIONS FOR NETS PAYMENT TERMINALS AND PAYMENT TERMINAL SERVICES



## 1 APPLICATION OF THE TERMS AND CONDITIONS OF CONTRACT

These general terms and conditions of contract for payment terminals and payment terminal services (hereinafter referred to as the "**General Terms and Conditions of Contract**") shall apply to the contract between the Customer and Supplier regarding the provision of products and services (hereinafter referred to as the "**Contract**"). The Contract shall become effective when it is signed by both parties or when the Supplier otherwise approves the Contract that is signed or an order that is placed by the Customer.

When interpreting the Contract, the following priority shall apply:

1. Contract
2. Price list
3. General Terms and Conditions of Contract.

## 2 DEFINITIONS

The following definitions shall apply to these General Terms and Conditions of Contract:

"**Customer**" refers to the party that orders the Payment Terminal Service and Products.

"**Customer Information**" refers to the contact, billing, and other information of the Customer and its contact person that the Supplier needs for the provision of Services and Products.

"**Payment Terminal Service**" refers to the transmission, support, and reporting services that the Supplier provides to the Customer according to the Contract for acquiring, verification, and routing of card transactions.

"**Service**" refers to the Payment Terminal Service and Replacement Service.

"**Supplier**" refers to **Nets Finland Oy**.

"**Product**" refers to a payment terminal unit and its installed software.

"**Replacement Service**" refers to the service for correcting errors in Products under the General Terms and Conditions that the Supplier provides to the Customer who has leased a Product.

## 3 OBJECT OF CONTRACT

The Supplier shall provide to the Customer Products and Services as agreed in the Contract.

The Supplier shall ensure that, where the Payment Terminal Service involves processing payment card data, the Payment Terminal Service meets the certificate and security requirements

specified by card associations and the authorities.

## 4 DELIVERY

The Supplier shall deliver the Products and Services to the Customer as per the Contract. The Customer shall be obliged to inspect the Products and Services at its own expense immediately after the delivery. Delivery shall be considered accepted if the Customer does not submit a written complaint of any errors it detects within seven (7) days from the delivery.

If the delivery is delayed due to the Customer, the Supplier shall be entitled to specify a new delivery time. The Supplier shall be entitled to collect from the Customer any expenses incurred due to such delay.

If the Products delivered to the Customer include Products that are integrated into the Customer's cash register system, the Customer shall, at its own expense, be responsible for the integration by using the Supplier's interface specification, as well as for system testing.

## 5 PROVISION OF CUSTOMER INFORMATION

The Customer shall provide Customer Information to the Supplier before the requested delivery time of the Products as specified in the Contract in order to enable the delivery schedule as per the Contract. The Customer shall provide the required information in the form specified by the Supplier.

The Customer shall ensure the accuracy of its own information that affects the availability and security of the Products and the Payment Terminal Service and communicate any changes in the information to the Supplier. The Customer shall be obliged to notify the Supplier of any significant information and changes therein, including changes in the Customer's bank details, address, settlement bank, or the acquirer of transactions. The Customer shall ensure that the information it provides to the Supplier is free of errors and always up-to-date. The Customer shall be responsible for any delays, security risks, and any other risks due to incorrect information. The Customer shall ensure that it is entitled to provide the aforementioned information to the Supplier.

## 6 INTELLECTUAL PROPERTY RIGHTS

The software installed on the Products at any given time and the other components of the Payment Terminal Service are the property of the Supplier, and the Supplier and/or third parties own all the intellectual property rights to the Payment Terminal Service and the software contained in the Products.

The Supplier grants the Customer, for a fee that is specified in the Contract, a non-exclusive right to use the software contained in the Products in Finland during the validity of the Contract for the purposes specified in the Contract. The Customer shall not be entitled to reassign, modify, change, or copy the software.

## 7 TERM AND TERMINATION OF THE CONTRACT

When the Contract enters into force, it shall be valid for a fixed contract period of thirty-six (36) months (hereinafter referred to as the "**Fixed Contract Period**"), and after the Fixed Contract Period it shall remain in force until further notice.

When the Contract is in force until further notice, the period of notice shall be three (3) months. The notice of termination shall be submitted in writing.

If the Customer has purchased a separate termination option from the Supplier, the Customer shall be entitled to terminate the Contract for the Product in question after twelve (12) months from the start date of the Contract, subject to a three-month (3) period of notice. The notice of termination shall be submitted in writing.

The Supplier shall be entitled to immediately terminate the Contract at any time without a period of notice if:

- a) The Customer has not paid an overdue invoice within thirty (30) days of the invoice due date;
- b) The Customer has otherwise breached the Contract or these General Terms and Conditions of Contract;
- c) The Customer has filed for bankruptcy or applied for reorganisation, it has been put into liquidation, or it is otherwise declared to be unable to meet its contractual obligations;
- d) The Supplier has grounds to suspect that the Customer operates illegally or uses

the Payment Terminal Service, Products, payment cards, or card data in illegal activities, in violation of the law, or otherwise in a way that may harm the Supplier, cardholders, or third parties;

- e) The Customer disturbs the Supplier's Payment Terminal Service or other users of the Payment Terminal Service, modifies the functionality of the Payment Terminal Service, or uses the Payment Terminal Service against the instructions provided by the Supplier.

If the Contract is terminated due to the Customer during the Fixed Contract Period (excluding the termination option specified in Section 7), the Supplier shall be entitled to invoice all the service fees for the remaining Fixed Contract Period at once to the Customer.

When the Contract is terminated, any fees paid in advance shall not be reimbursed.

## 8 DISCONTINUATION OF THE PAYMENT TERMINAL SERVICE

If the Customer has an unpaid overdue invoice, the Supplier shall be entitled to prevent the use of the Payment Terminal Service and reject any verification and card transactions from the Customer or an individual Product used by the Customer. The Customer shall be liable for any and all damage due to the discontinuation of the Payment Terminal Service, including the loss of payment transactions that remain in the Product. The Supplier shall also be entitled to prevent the use of the Payment Terminal Service and reject any verification and card transactions from the Customer or an individual Product used by the Customer instead of or in addition to the termination option specified in Section 7. The Supplier shall notify the Customer without undue delay of any measures it takes under this Section 8.

Fees that are not charged on a pay-per-use basis will continue to be charged even if the use of the Payment Terminal Service is discontinued. The provision of the Payment Terminal Service may be continued if the Customer has paid the overdue amounts with applicable interest and collection fees and otherwise meets the criteria of the Contract.

If the discontinuation of the Payment Terminal Service was due to the Customer, the Supplier shall be entitled to charge a fee for restoring the Payment Terminal Service from the Customer according to the valid price list.

## **9 TERMS AND CONDITIONS FOR RENTAL OF PRODUCTS**

The provisions of Sections 9 and 10 shall only apply if the Customer has rented a Product as per the Contract.

The Product is and shall be the property of the Supplier. During the validity of the Contract, the Customer shall be entitled to hold the Product and use it in its own business operations for accepting card payments, provided that the Customer abides by the valid terms and conditions of Contract and pays the applicable fees as per the Contract.

The Customer shall not be entitled to sell, lease, pawn, or otherwise assign the Product or its possession to a third party or use the Product for a purpose other than the one specified in the Contract. As required by the Supplier, the Customer shall provide all the Products it receives under the Contract with markings indicating that they are the property of the Supplier.

The Customer shall handle the Product with care and according to the valid instructions issued by the Supplier and ensure that the Product is not damaged or lost.

The Supplier shall be notified without delay if the Product is damaged or lost. In addition, the Customer shall be liable for any expenses and damage that the Supplier incurs due to a damaged or lost Product. The Customer's liability for service fees that are not charged on a pay-per-use basis shall continue as per the Contract even if the Payment Terminal Service is discontinued due to a damaged or lost Product.

The Customer undertakes, at its own risk and expense, to return the Product to the Supplier within one (1) month of the termination of the Contract in a condition specified in these General Terms and Conditions of Contract. For detailed information on returning the Product, please refer to the Supplier's website at [www.nets.fi](http://www.nets.fi). If the Customer fails to return the Product as per the Contract, the Supplier shall be entitled to pick up the Product at the Customer's expense or invoice the sales price of the Product to the Customer according to the price list.

## **10 DAMAGED PRODUCTS AND REPLACEMENT SERVICE**

If a Product that is rented by the Customer breaks during the Fixed Contract Period due to a technical fault, the Supplier shall, without delay, provide the Customer with a similar replacement Product that has been used for the same duration or less upon receiving a written notice of

the broken Product from the Customer. The Replacement Service does not cover a) faults due to an action or negligence in violation of these General Terms and Conditions of Contract or a force majeure event experienced by the Customer, b) normal Product wear and tear, the supplies used, or c) repairs due to a fault or an error that has been caused by an external reason, such as an accident, disturbance of electrical or air-conditioning systems, lightning damage, fire, or water damage. A service fee according to the valid price list shall be charged for the delivery of the replacement unit, and the valid rental price shall apply to the replacement unit.

The Customer undertakes to, at its own expense, return the broken Product to the Supplier without delay and no later than fourteen (14) days from notifying the Supplier of the broken Product.

The Supplier's liability for Product faults and errors shall be limited to the fulfilment of its obligations as per this Section 10.

## **11 TERMS AND CONDITIONS OF PRODUCT PURCHASES**

The provisions of this Section 11 shall only apply when the Customer purchases a Product.

Ownership of the Product, excluding the software installed into the product, shall be assigned when the Customer has paid the sale price in full. The liability for risk regarding the Product shall be assigned to the Customer upon delivery. The Customer's right to use the software related to the Product shall be subject to Section 6.

The Supplier undertakes to correct, free of charge and without undue delay, any faults and errors in the Product that the Customer reports in writing during the warranty period and that occur due to materials, structural, or manufacturing defects or the use, service, and cleaning instructions provided by the Product manufacturer or Supplier. Such a correction may include providing the Customer with a replacement Product. The warranty period shall be twelve (12) months from the Product delivery date.

The Customer shall, at its own risk and expense, deliver the Product to the Supplier's location for repairs. The Supplier shall pay the expenses for returning the repaired Product to the Customer.

The warranty does not cover normal Product wear and tear or repairs due to a fault or an error that has been caused by (a) an external reason, such as an accident, disturbance of electrical or air-conditioning systems, lightning damage, fire, or water damage; (b) inappropriate use of the Product or negligence or neglect in re-

lation to the use, service, and cleaning instructions of the Product; (c) modifications or repairs carried out or supplies used by the Customer or a third party in violation of the instructions; or (d) neglect in relation to the usage environment requirements for the Product.

If it is found that the fault or error reported by the Customer is not covered by the warranty, the Supplier shall be entitled to charge the Customer for investigating and identifying the fault and error according to its price list. Furthermore, the Supplier shall be entitled to charge the Customer for agreed repairs of faults or errors that are not covered by the warranty.

The Supplier's liability for Product faults and errors shall be limited to the fulfilment of its warranty obligations as per this Section 11.

## **12 USE OF THE PAYMENT TERMINAL SERVICE**

The Customer shall not be entitled to modify the Product or use it with software that the Supplier has not approved.

The Payment Terminal Service shall be provided by using the Supplier's methods and as the Supplier deems fit. The Supplier shall be entitled to interrupt the use of the Payment Terminal Service as necessary for the repair, service, or improvement of the Payment Terminal Service or due to another justified reason. The Supplier shall attempt to communicate any interruptions in the Payment Terminal Service in advance to the Customer.

The Customer shall follow the Supplier's written instructions on the use of the Payment Terminal Service.

The Customer shall ensure that it has made the agreements that are necessary for the use of the Payment Terminal Service with the acquirer of transactions and its settlement bank, among others.

The Supplier shall not be responsible for the functionality or availability of the third-party services or systems related to the Payment Terminal Service or any other such obligations. Such services include, among others:

- a) Telecommunications external to the Supplier's Payment Terminal Service, including those of the Customer's cash register systems;
- b) Card issuers' verification systems and the related telecommunications;

c) Depending on the terminal model, the Internet connection, the Customer's wireless connections, wireless telecommunications networks; and/or

d) Any other services and/or service-related additional components provided by third parties.

## **13 SERVICE CHARGES AND FEES**

The Customer shall pay the fees for Products and Services as per the Supplier's valid price list. The Supplier shall be entitled to change the pricing and invoicing bases by notifying the Customer at least two (2) months prior to enforcing the change.

The Customer shall be liable for the provision, delivery, and other expenses for a Product it receives under the Contract.

The payment term is fourteen (14) days net from the invoice date. Any comments on the invoice shall be submitted and the indisputable sum paid on the due date, at the latest. The comments shall be submitted in writing. Unit-specific handling fees, replacement unit charges, and postage shall be charged in connection with unit and replacement unit deliveries.

The Supplier shall be entitled to collect overdue payments as well as the collection and processing fees and penalty interest according to the valid provisions of the Interest Act or assign them to a third party for the purposes of collection.

## **14 SUPPORT SERVICE**

The contact information and business hours for the Supplier's telephone support are available at the Supplier's website. The Supplier shall charge a fee for the telephone support according to the valid price list.

## **15 REPORTING SERVICE**

The Customer shall carefully store the reporting system credentials that it receives from the Supplier and be liable for any damage due to the misuse of the credentials.

## **16 CHANGES TO THE SERVICES AND PRODUCTS**

Considering the development in the field, the Supplier shall be entitled to change and update the Products and/or Services and, as necessary, replace the Customer's Product with a new one.

## **17 LIMITATION OF LIABILITY**

The Supplier shall not be liable for any indirect damage, expenses, or losses incurred by the Customer, such as loss of profit or income, third party claims, or damages due to a reduction or interruption in production, sales, or turnover. The Supplier shall not be liable to the Customer for any damage due to the discontinuation of the Payment Terminal Service.

The Supplier's maximum liability for direct damages shall be limited to a sum that is equivalent to the service charges that the Customer has paid for the Payment Terminal Service under the Contract in the six (6) months prior to the damage. The Supplier shall not be responsible for Product distribution or delivery schedules.

The Supplier shall not be liable for expenses incurred by the Customer or a third party due to the Customer's areas of responsibility or an error unrelated to the Supplier. The Supplier shall be entitled to charge the Customer in full for the expenses for correcting the error scenarios such as those mentioned hereinabove.

## **18 CHANGES TO THE GENERAL TERMS AND CONDITIONS**

The Supplier shall be entitled to change these General Terms and Conditions of Contract by notifying the Customer in writing at least two (2) months prior to enforcing the change. If the change is not due to a compelling requirement by card associations, legislation, regulation, or an order or decision by an authority and the change is unfavourable for the Customer, the Customer shall be entitled to terminate the Contract before the change becomes effective by submitting a written notice to the Supplier. If the Customer has not terminated the Contract in writing before the change becomes effective, the Customer shall be deemed to have agreed to the new terms and conditions and the Customer shall be bound by the new provisions of the Contract.

## **19 CONFIDENTIALITY**

Both parties shall treat as confidential the other party's information, negotiation information, and documents that should be understood as confidential. The Supplier, however, shall be entitled to assign confidential information pertaining to the Customer to its group companies and, as necessary for maintaining the Payment Terminal Service or securing the availability thereof, to third parties.

The Supplier shall be entitled to use any information pertaining to the Customer stored in its

customer database in the marketing of its group companies.

The non-disclosure obligation shall be effective for the period of validity of the Contract and for three (3) years after the termination of the Contract unless there is a statutory requirement of extended confidentiality of certain types of information.

## **20 OTHER TERMS AND CONDITIONS**

The Supplier shall be entitled to record any calls placed to or from its service numbers. The recorded calls shall only be handled by the persons with the necessary authorisation. The recorded calls may be used, for example, when investigating complaints and training customer service representatives.

The Supplier shall be entitled to use the Customer as a reference in its marketing.

The Customer shall not be entitled to assign or transfer the Contract to a third party without the prior written consent of the Supplier. For any assignment or transfers of Contract that the Supplier has approved, a transfer fee and processing fee shall be charged according to the valid price list from the original Customer and the new Customer, respectively. The Supplier shall be entitled to assign or transfer its rights and obligations in relation to the Contract, in part or in full, to another company in the same group of companies and, in connection with a company restructuring, to a third party by notifying the Customer of the assignment or transfer.

Neither party shall be liable for any delays or damage due to a reason that it cannot influence, that it could not have reasonably anticipated at the time of signing the Contract and whose consequences could not have been reasonably avoided or overcome. Force majeure events shall include, among others, fire, war, uprising, requisition, riot, confiscation, strike, embargo, boycott, and other industrial actions, even those that a contracting party experiences or is involved in, as well as the disruption of general telecommunications or payment transactions.

## **21 APPLICABLE LAW AND RESOLUTION OF CONFLICTS**

This Contract shall be subject to Finnish law. Any conflicts due to the Contract shall be primarily resolved through negotiations between the parties. If an agreement cannot be reached, the conflict shall be resolved in the Helsinki District Court.

**22 THE VALIDITY OF THE GENERAL TERMS AND CONDITIONS OF CONTRACT**

The General Terms and Conditions of Contract shall enter into force on 1 October 2014 and remain in force until further notice. The General Terms and Conditions of Contract shall replace any previous provisions applied between the Supplier and the Customer when they enter into force.