

Merchant Portal – Terms of Use

Please read these terms of use (Terms of Use) carefully before accessing the Merchant Portal (the Service).

Acceptance

When you (the Customer) tick the field or equivalent action, indicating your acceptance of these Terms of Use, the Terms of Use will govern the Customer's use of all functions and services available via the Service. The Terms of Use will, together with the service agreement you have with Nets (Agreement) entered into by and between the Customer and Nets, constitute an agreement between the Customer and Nets, defining the Customer's and Nets' rights and responsibilities with respect to the Service. Nets shall for the purposes of these Terms of Use mean Nets Branch Sweden, including its main company and affiliates (collectively Nets).

Registration

To use the Service, the Customer, or a party authorised by the Customer, needs to register and create an account with a personal username and a password. The Customer may need to provide Nets with certain personal and other information. Nets may verify the Customers email address before the account can be used. What is stipulated regarding the Customer in these Terms of Use shall also apply to a third party authorised by the Customer.

The Customer agrees to provide truthful and complete information when the Customer registers for the Service and to keep that information updated. The Customer must take due care to protect the username and password against misuse by others and promptly notify Nets about any misuse.

The Customer may terminate its registration if it no longer wishes to use the Service. After termination, the Customer will no longer have access to the Service. Nets may terminate the Customer's registration, or restrict the Customer's access to certain parts of the Service, if Nets reasonably believes that the Customer has breached the Terms of Use, or if Nets needs to shut down the Service entirely.

Intellectual property and license

All rights to the Service and associated material, and to the copyright, trademarks and other intellectual property rights regarding the Service, shall belong to Nets or its contractual partners.

Nets grants the Customer a non-exclusive, non-transferable license, revocable at any time at Nets' sole discretion, to access and use the Service strictly in accordance with the Terms of Use. Use of the Service does not grant the Customer any intellectual property rights to the Service.

Personal data

The privacy policy made available on the frontpage of the Service governs the use of personal data.

Payment

Parts of the Service may be subject to charges. Any part of the Service subject to charges is invoiced in accordance with the Agreement and the then-current Nets price list.

Using the Service

The Customer is responsible for protecting its hardware and software from unauthorised access, viruses, spyware and all other forms of harmful code. The Customer must log out of the Service when it is not being used.

The Customer shall only have access to its own information. The Customer shall notify Nets immediately if the Customer discovers that the data the Customer is accessing does not belong to the Customer. The use of data accessed without authorisation may give rise to criminal and civil liability.

The Customer is responsible for its actions and communication, as well as their consequences, in connection with the use of the Service. The Customer undertakes to use the Service only as intended. For avoidance of doubt, the Customer is also responsible for any actions and communications of any authorised party in connection with the use of the Service.

The Customer using the Service undertakes to comply with applicable legislation and regulations, in addition to the rules and other conditions stipulated in these Terms of Use or in other instructions from Nets. If Nets discovers changes or additions that do not appear to be compatible with these Terms of Use or applicable legislation, Nets is entitled to investigate and unilaterally decide whether or not the information should be deleted.

The Service must not be used in a way that may damage Nets or Nets' partners. The Customer is liable for any loss, claim or damage sustained by Nets as a result of the Customer's misuse of the Service. The Customer additionally undertakes not to damage, deactivate, overload or adversely affect the Service (or the network linked to the Service), nor to interrupt the use of the Service by others, transfer, make available or otherwise disseminate any part of the Service to a third party.

The Customer is liable for all charges (e.g. charges for broadband) associated with the use of the Service.

Availability and changes

The availability of content and the Service may vary and is subject to Nets' sole discretion. Nets expressly disclaims any representation or warranty that any particular content or Service will be available. The Service may not be available in all countries and may be provided only in selected languages. The Service, operations and some features may also be dependent on the network, compatibility of the devices used and the content formats supported.

Nets may, in its sole discretion, change, correct or discontinue the Service in whole or in part. The Service may not be available during maintenance breaks and other times.

If the Customer is opposed to changes in the Service, the Customer is entitled to terminate its registration to the Service and must cease using the Service before the change takes place. If the Customer continues to use the Service after being informed of the change, the Customer is deemed to have accepted the change.

The Service may – temporarily and without warning – be taken out of use due to system faults, maintenance or repairs, or for reasons beyond Nets' control.

The Service is provided on “as is” and “as available” basis. Nets does not warrant that the Service will be uninterrupted or error or virus-free. No warranty of any kind, either express or implied, including but not limited to warranties of title, non-infringement, Customerability, or fitness for a particular purpose, is made in relation to the availability, accuracy, reliability, information or content of the Service. The Customer expressly agrees and acknowledged that the use of the Service is at the Customer's sole risk.

Except for liability for death or personal injury caused by its gross negligence or intentional misconduct, in no case will Nets be liable for any indirect, incidental, punitive or consequential damages resulting from the Customer's use or inability to use the Service.

Changes to the Terms of Use

Nets is entitled to change these Terms of Use at any time without prior notice. When making material adverse changes, Nets must inform the Customer about the change(s) at least thirty (30) days before such change(s) take(s) effect. Nets is always entitled to make changes with immediate effect when these arise from legislation, regulations or other decisions by the authorities, including directions from the national and international card organisations. The same applies to changes to the Nets' agreements with the acquirers or issuers.

Assignment

Nets is entitled to transfer its rights and obligations in respect of these Terms of Use to a third party, either in whole or in part.

The Customer may not transfer its rights and obligations in respect of the Service without the written consent of Nets.

Notices

Nets may send notices to the Customer in the ways described in the Service. The Customer undertakes to study the content of notices sent to the Customer by Nets. Notices sent by e-mail are deemed to have been received by the Customer three (3) days after the date on which they were sent. Notices posted within the Service are considered to have been received by the Customer seven (7) days after the publication date.

Choice of law

Disputes arising in connection with these Terms of Use will be settled by a court of domicile of the Nets entity the Customer has entered into Agreement with and in accordance with the law of the country of the competent court, excluding applicable conflicts of law rules.

Entry into force

These Terms of Use enter into force beginning on December 2019 and shall remain in force until they are replaced by new terms of use.

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