

Special Terms and Conditions for **Surcharge Service**

October 2022

1. Introduction

- 1.1. The terms of this document apply to Nets' provision of the Surcharge Service to the Merchant. The General Terms and Conditions for acquiring also apply.
- 1.2. This document is an integrated part of the Agreement.
- 1.3. In order to receive the Surcharge Service, the Merchant must have entered into an agreement with Nets in that respect.
- 1.4. In case of discrepancies between the text of the General Terms and Conditions and the special terms and conditions laid down in this document, the special terms and conditions in this document will take precedence.

2. Definitions

- 2.1. The defined terms in the Agreement and the General Terms and Conditions shall have the same meaning in this document unless otherwise is stated.
- 2.2. The following terms are defined in this document:

Original Transaction Amount

The amount payable by the payer without Surcharging.

Pre-fix List

A list over pre-fixes identified by the Card Organisations as belonging to corporate cards or private cards issued outside EEA.

MSC

The merchant service charge payable by the Merchant to Nets (as acquirer) for acquiring the payment transaction as agreed between Acquirer and the Merchant.

MSC File

A file containing the MSC payable by the Merchant to be loaded to the Merchant's payment solution.

Settlement Amount

The amount settled by Nets (as acquirer) to the Merchant after applying the Surcharge Service.

Surcharging

The Merchant charging the payer for the use of a given payment instrument for payment.

Surcharge MCS

The merchant service charge payable by the Merchant to Nets (as acquirer) after applying the Surcharge Service.

Surcharge Service

Nets' service which enables the Merchant to Surcharge as described in this document.

Surcharge Transaction Amount

The transaction amount payable by the payer with the addition of Surcharging.

3. The Surcharge Service

3.1. General

- 3.1.1. The Surcharge Service enables the Merchant to Surcharge its customers.
- 3.1.2. The Surcharge Service entails that Nets creates Pre-fix List and MSC File and forwards the lists to the Merchant's terminal.
- 3.1.3. When the Pre-Fix List and MSC File have been loaded to the terminal and the Surcharge Service activated, the terminal will check whether each card used on the terminal is on the Pre-fix List and if it is on the list change the transaction amount to include the applicable MSC. See further on calculation on the Surcharge and transactions amounts in Section 3.4 below.

3.2. Scope

- 3.2.1. The Surcharge Service only works for transactions acquired by Nets and may not be used in connection with transactions acquired by third Parties.
- 3.2.2. Not all payment terminals or payment solutions are supported by the Surcharge Service. The Merchant can contact Nets to get information on whether the Merchant's payment solution is supported.

3.3. Loading of Pre-Fix List and MSC File and activating the Surcharge Service

- 3.3.1. The Pre-fix List and MSC File are forwarded to the Merchant's terminal supplier, integrator and/or terminal solution as agreed between Nets and the Merchant for the purpose of being loaded to the terminal.
- 3.3.2. The Merchant is responsible for activating the Surcharge function on the terminal.

3.4. Calculation of Surcharge and transactions amounts

- 3.4.1. The Surcharge Service entails the following flows and calculations:

$$\text{Surcharge Transaction Amount} = \text{Original Transaction Amount} + \text{MSC}$$

$$\text{Surcharge MSC} = \text{MSC calculated based on Surcharge Transaction Amount}$$

$$\text{Settlement Amount} = \text{Surcharge Transaction Amount} - \text{Surcharge MSC}$$

- 3.4.2. As an illustrative example on applying the Surcharge Service to a transaction refer to the table below (all figures are examples):

Surcharge Transaction Example	
Original Transaction Amount	10.000,00
MSC	2%
Surcharge Transaction Amount	10.200,00
Surcharge MSC	204,00
Settlement Amount (to merchant)	9.996,00

3.5. Update and adjustment of Pre-fix List

- 3.5.1. Nets updates and forwards a new version of the Pre-fix List, when Nets have received new Pre-fix List information from the Card Organisations and processed it. Nets may consolidate several pre-fix updates into one update of the list.
- 3.5.2. Nets may in its own discretion adjust the Pre-fix List to optimise it in relation to what jurisdictions it is used and to minimise the risk of errors. Furthermore, Nets may reduce the number of pre-fixes on the list to ensure it can be stored on all terminal types.
- 3.5.3. It is the Merchant's responsibility to ensure, for example via its integrator, that any updated Pre-fix List or MSC File is loaded to the payment solution without undue delay as delays may result in incorrect Surcharging.

4. Prices

- 4.1. For the Surcharge Service, the Merchant shall pay the prices set out in the Agreement.

5. Intellectual Property Rights

- 5.1. The Merchant receives no ownership rights to the Pre-fix List or MSC File, but only a use right in accordance with this document and the Agreement.
- 5.2. The Merchant shall not copy or reproduce the Pre-fix List or MSC File.
- 5.3. The Merchant shall delete the Pre-fix List or MSC File if the Merchant no longer receives the Surcharge Service from Nets.

6. Compliance

- 6.1. The Merchant shall only Surcharge in accordance with applicable law.
- 6.2. It is the Merchant's responsibility to use the Surcharge Service in accordance with applicable law.

7. Cardholder complaints

- 7.1. If a Cardholder complains over a Surcharge, the Merchant shall try to handle the complaint itself or otherwise direct the Cardholder to dispute the Surcharge to the issuer of the Cardholder's card.
- 7.2. The Merchant shall not direct the Cardholder to contact Nets, as Nets has no relationship with the Cardholder or the necessary information to handle the dispute.

8. Liability

- 8.1. Each Party is liable for its acts and omissions pursuant to this document in accordance with applicable law with the limitations set out in the Agreement and below.
- 8.2. Nets has no liability for:
 - a) whether the Merchant's Surcharge is compliant with applicable law, including whether the Merchant may Surcharge the Cards comprised by the Pre-fix List; and
 - b) The Card Organisations' (and card issuers') use of pre-fixes and how they have categorised the pre-fixes towards Nets.

9. Termination

- 9.1. Each Party can terminate the Surcharge Service with one (1) month written notice to the other Party.
- 9.2. Possible prepaid amounts for the Surcharge Service will not be refunded.

10. Personal Data

- 10.1. Neither Party is processing personal data on behalf of the other Party in connection with Nets' delivery of Surcharge Service to the Merchant.
- 10.2. Information on Nets' general handling of personal data is stated in the General Terms and Conditions.

