

SPECIAL TERMS AND CONDITIONS FOR SURCHARGE SERVICE

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 Data

Data on 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.

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. Nets is responsible for the Pre-fix – and MSC-data used in the Surcharge Service by the Merchant's terminal.
- 3.1.3. When the Merchant is onboarded for Surcharge Services in accordance with its acquiring agreement and the Merchant's terminal is activated for Surcharge Service, the Surcharge Service will automatically check whether each card used on the terminal is eligible for Surcharge and calculate the transaction amount including the applicable MSC. See further on calculation on the Surcharge and transactions amounts in Section 3.3 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.
- 3.2.3. The Merchant is responsible for making sure that it is onboarded with Nets for Surcharge Services in accordance with its acquiring agreement with Nets and for activating the Surcharge function on the terminal to ensure that the Surcharge Service on the terminal is functional and correctly setup with e.g. via the Merchant's integrator. This also apply if the merchant is having new terminals.
- 3.2.4. In addition to the above the Merchant is responsible to inform the Cardholder which Cards are subject to Surcharge and the Surcharge fee applicable for such Cards before the Cardholder initiates payment

3.3. Calculation of Surcharge and Transactions Amounts

3.3.1. The Surcharge Service entails the following flows and calculations:

- i. Surcharge Transaction Amount = Original Transaction Amount + MSC
- ii. Surcharge MSC = MSC calculated based on Surcharge Transaction Amount
- iii. Settlement Amount = Surcharge Transaction Amount – Surcharge MSC

3.3.2. 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

3.4. Update and Adjustment of Pre-fix Data

- 3.4.1. Nets updates the Pre-fix Data, when Nets have received new Pre-fix Data information from the Card Organisations and processed it.
- 3.4.2. Nets may in its own discretion adjust the Pre-fix Data 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 ensure it can be stored on all terminal types.

4. **PRICES**

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

5. **COMPLIANCE**

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

6. **CARDHOLDER COMPLAINTS**

6.1. 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.

6.2. 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.

7. LIABILITY

7.1. 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.

7.2. 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 Data; and
- b) The Card Organisations' (and card issuers') use of pre-fixes and how they have categorised the pre-fixes towards Nets.

8. TERMINATION

8.1. Each Party can terminate the Surcharge Service with one (1) month written notice to the other Party.

8.2. Possible prepaid amounts for the Surcharge Service will not be refunded.

9. PERSONAL DATA

9.1. Neither Party is processing personal data on behalf on the other Party in connection with Nets' delivery of Surcharge Service to the Merchant.

9.2. Information on Nets' general handling of personal data is stated in the General Terms and Conditions.

oo0oo