

1. Introduction

- 1.1. The terms of this document only apply to Nets' delivery of the International Cards Payment Method to the Merchant. The General Terms also apply.
- 1.2. Nets shall only deliver the International Cards Payment Method to the Merchant, if it is comprised by the Agreement as a Payment Method.
- 1.3. This document forms an integrated part of the Agreement.
- 1.4. In case of discrepancies between the text of the Special Terms and other parts of the Terms and Conditions, the interpretation priority order set out in Section 1.1 of the General Terms shall apply.

2. Definitions

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

Authorisation

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

Cardholder

The holder of an International Card.

Card Not Present-Transactions

A payment with an International Card where magnetic stripe, chip or contactless payment technology is not read.

Full SCA

A Strong Customer Authentication where neither the issuer nor the Merchant utilized one of the exemptions pursuant to the EU Commission's delegated regulation 2018/389

International Cards

Payment Instrument issued in accordance with the Visa and Mastercard's rules and regulation.

Merchant Initiated Transactions (MIT)

Payments with International Cards that are initiated by the Merchant, pursuant to an agreement between that

Merchant and the Cardholder, allowing the Merchant to initiate payments using the Data provided by the Cardholder.

Pre-Authorisation

The process of checking the International Cards' status and reserving an estimated amount.

Strong Customer Authentication (SCA)

An authentication based on the use of two or more elements categorised as knowledge (something only the user knows), possession (something only the user possesses) and inherence (something the user is) that are independent, in that the breach of one does not compromise the reliability of the others, and is designed in such a way as to protect the confidentiality of the authentication data and which fulfil the requirements set out in the EU Commission's delegated regulation 2018/389.

3. Nets' role

- 3.1. Nets will in respect of delivery of the International Cards Payment Method to the Merchant (i) ensure that payment with International Cards is available as an option in the Checkout Interface, (ii) transfer of Transaction Data between the Merchant and the relevant Payment Processor, (iii) acquiring of Transactions made with International Cards and (iv) settlement of the Transaction Amounts with the Merchant.

4. General requirements

4.1. Scheme rules and regulations

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

5. Acceptance

5.1. General

- 5.1.1. The Merchant must accept transactions with all valid International 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.

5.2. Authorisation

5.2.1. An Authorisation obtained up to seven (7) calendar days prior to Charge is implemented for Maestro, Mastercard and Visa.

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

5.3. Pre-Authorisations on Maestro or Mastercard

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

5.3.2. 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.

5.3.3. 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.

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

5.4. Fees when accepting International Cards

5.4.1. If a Merchant desires to impose a charge (surcharge) in connection with the use of International Cards 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.

5.5. Fraud

5.5.1. Nets is entitled to withhold settlement and/or suspend acquiring of International Cards transactions if the amount of transactions where the Merchant has used 3-D Secure and the Cardholder denies having participated 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 shall notify the Merchant if Nets exercise its right pursuant to this Section.

5.6. Strong Customer Authentication (SCA)

5.6.1. SCA requirements

5.6.1.1. The Merchant shall, except where explicitly exempted in this Section 5.5, apply SCA in all cases where the Cardholder:

- a) initiates a payment with an International Card;
- b) provides the Merchant with Data which will be used at a later stage, e.g. MITs.
- c) carries out any action through a remote channel which may imply a risk of payment fraud or other abuses.

5.6.1.2. In addition, the Merchant shall apply SCA if required for a specific card payment by the issuer of the International Cards used to complete the card payment.

5.6.1.3. SCA cannot be used for Mail and Telephone Order card payments.

5.6.1.4. The Merchant's payment solution must have implemented and shall support SCA. The foregoing applies even if the Merchant intends to only complete SCA exempted card payments.

5.6.1.5. The Merchant shall only use a type of SCA that is approved by Nets. Nets has approved the following types:

- For Card Not Present-transactions: 3-D Secure.

5.6.1.6. The Merchant shall always use a version of 3-D Secure which is compliant with the rules of the relevant Scheme(s).

5.6.1.7. The Merchant is responsible for ensuring that all transactions are marked correctly, including with respect to submitting the transaction indicator.

5.6.1.8. If the Merchant is using third parties to carry out card payments or otherwise handle Data, the Merchant is responsible for ensuring that such third parties apply SCA in accordance with the Agreement. For example, if the Merchant is using third parties for bookings, e.g. lodging merchants, vehicle rental merchants, tour operators, and airlines, the Merchant is responsible for ensuring that SCA is applied by the third parties.

5.6.2. SCA-exemptions and delegated authentication

5.6.2.1. The Merchant is not obliged to apply SCA where the Cardholder initiates a Card Not Present-Transactions and the amount of the Card Not Present-transaction does not exceed EUR 30.

5.6.2.2. Merchants that in Nets' opinion accept payments for activities, products or services considered to be low risk, may utilize transaction risk analysis and be exempted from using SCA or may utilize delegated authentication, upon Nets written approval. Irrespective of Nets written approval, card issuers may still require SCA on these transactions.

5.6.2.3. Even if the Merchant is not obliged to apply SCA, the Issuer of the International Cards used to complete a card payment may require it.

5.6.3. Merchant Initiated Transactions (MIT)

5.6.3.1. For MIT, Full SCA shall be used to set up the agreement between the Merchant and the Cardholder governing the terms of the MIT agreement and may be carried out as an account verification or in combination with first card payment under the MIT agreement. SCA shall not be used for subsequent MIT.

5.6.4. Requirement for SCA on all or specific card payments

5.6.4.1. Notwithstanding anything to the contrary in these terms and conditions, Nets is entitled, with immediate effect, to require that SCA is used for all or specific card payments if:

- a) The number of disputes in which the Merchant is involved is disproportionately large compared to the number or volume of card payments;
- b) The risk assessment of the Merchant is not satisfactory to Nets;
- c) The activities, products or services offered by the Merchant in Nets' opinion is not considered to be low risk;
- d) The Schemes requires it; or
- e) It is in Nets' reasonable opinion required by applicable law.

5.6.5. Suspensions and rejected card payments

5.6.5.1. If the Merchant does not comply with the requirements for applying SCA in this Section 5.5, Nets may with immediate effect and without notice suspend the provision of acquiring services pursuant to the Agreement and/or reject the non-compliant card payments, until the Merchant is compliant with the requirements.

5.6.6. Liability

5.6.6.1. The Merchant is fully liable for all disputed card payments where the Merchant has not applied SCA and will be charged the full transaction amount and possible associated fees for such disputed card payments.

6. Issuing credits (refunds)

6.1. 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.

6.2. 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.

7. Complaints (chargebacks) of Transactions

7.1. 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) The Merchant has breached the Special Terms for the disputed transaction; 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).

8. Accounting and reports for card payments

8.1. 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) A reference number to the card transaction;
- b) The amount of the transaction and the currency in which the Merchant's bank account is credited; and
- c) The amount of any fees for the individual card transaction, where the fees are divided into service fees and interchange fees, if applicable.

8.2. 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.

8.3. 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.

9. Personal data

- 9.1. Neither Party is processing personal data on behalf on the other Party in connection with Nets' delivery of International Card payments to the Merchant.
- 9.2. Information on Nets' general handling of personal data is stated in the General Terms.