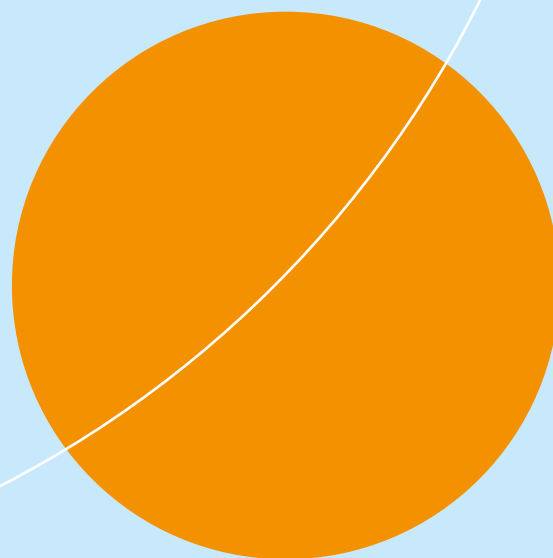


# Acquiring – Terms and Conditions

2020



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## DEFINITIONS

### 3-D Secure

A method for verifying that the Cardholder is the person making the online Card Payment in question. Collective name for J/Secure, Mastercard SecureCode, Verified by Visa and Diners Club International ProtectBuy.

### Agreement

The agreement between the Merchant and Nets, including the Agreement Form, annexes and appendices, including these terms and conditions, the price list and the Merchant Instructions.

### Agreement Form

The Agreement Form concluded between the Merchant and Nets.

### App Payments

Card Payments that are performed over the Internet using Card Data registered in the Merchant's mobile application on smartphones, tablets, etc.

### Authentication

A method of verification using a password, a personal secret code, etc.

### Authorisation

A process verifying that the Card is valid, that there are sufficient funds to make the Card Payment, that the Card is not blocked, and that the amount for the Card Payment will be reserved.

### Authorisation Code

The number generated when performing an Authorisation.

### Card Data

The data used to identify a Payment Card, e.g. the card number, expiry date and the Payment Card's Security Code.

### Card Not Present-Transactions

Card Payments that are performed through a payment solution in which the Payment Card's magnetic stripe, chip or Contactless Payment technology is not read, e.g. E-commerce, Digital Wallet payments, App Payments, Link Payment and Mail and Telephone Orders.

### Card Organisations

The organisations that establish the international rules for payment systems and which have issued Nets' licences for acquiring payments made using Payment Cards, e.g. Mastercard Worldwide, Visa, Japanese Credit Bureau (JCB), UnionPay International, Diners and Discover.

### Card Payment

The transaction between the Cardholder and the Merchant resulting in the transfer of the agreed amount to the Merchant by using a Payment Card.

### Card Present-Transactions

Card Payments that are made via a payment terminal in which the Payment Card's chip, magnetic stripe or contactless payment technology is read.

### Cardholder

The person to whom the Payment Card is issued.

### Cardholder-Activated Terminal

Cardholder-Activated Terminal, e.g. for payment of bridge tolls, tickets and parking, i.e. where the payment terminal is exclu-

sively operated by the Cardholder, regardless of whether or not a PIN is used.

### Chargeback

Reversal of an amount which the Cardholder or Card Issuer disputes.

### Contactless Payments

Payments where the radio transmitter inside the chip in the Payment Card or in a smartphone communicates with the contactless Payment Card reader in the payment terminal. A contactless payment can be made using a Payment Card, a smartphone or a micro ID chip installed in a watch, bracelet, etc.

### Delayed Charging

Charging of the Cardholder for amounts not known at the time of the Card Payment's completion, such as parking fines.

### Digital Wallet

A solution giving the Cardholder the ability to register data relating to one or more Payment Cards for the purpose of making payments to several different companies.

### Dynamic Currency Conversion (DCC)

Conversion of the amount that the Cardholder is to pay from the Merchant's local currency into the Payment Card's local currency.

### E-commerce Transactions

Card Payments performed using a payment solution in which the Cardholder orders and pays for the purchase in a webshop.

### Electronic Receipt

A receipt sent to the Cardholder via e-mail or SMS.

### EMV

A global standard for payments using credit cards and debit cards based on chip card technology. For more information please see [www.emvco.com](http://www.emvco.com).

### General Terms and Conditions

The terms and conditions set out in sections 1–14 of these terms and conditions. In the event of conflict between the General Terms and Conditions and the Special Terms and Conditions with regard to a specific situation, the Special Terms and Conditions take precedence.

### Link Payment

A E-commerce Transaction completed via a process where the Merchant has sent an URL (by e-mail, SMS or otherwise) to the Cardholder which directs the Cardholder to a payment window (page) where the Cardholder can enter Card Data and complete the Card Payment.

### Mail and Telephone Order

A Card Payment where the Cardholder provides their Card Data to the Merchant over the phone or on a mail order form. The Merchant then enters the Card Data into a virtual payment solution.

### Merchant

The natural or legal person who has entered into the Agreement with Nets for the purpose of completing Card Payments.

### Merchant Instructions

The instructions for acquiring Payment Cards, including information on security and the requirements imposed by the Card Organisations, available at [nets.eu/payments](http://nets.eu/payments)

**Merchant Outlet**

The Merchant's store, physical address, URL or application from which the products/services are sold, as stated in the Agreement Form.

**Nets**

The entity with which the Merchant has entered into the Agreement.

**Payment Cards**

The international Payment Cards regarding which the Merchant has entered into an Agreement with Nets and which are thus specified in the Agreement Form, e.g. Mastercard, Maestro, Visa, Visa Electron, VPAY, JCB, UnionPay, Diners and Discover.

**PCI DSS**

The Card Organisations' security standard, known as the Payment Card Industry Data Security Standard. Learn more at <https://www.pcisecuritystandards.org>.

**PIN**

The personal code linked to the Payment Card.

**Pre-Authorisation**

The process of checking the Payment Card's status and reserving an estimated amount, e.g. on hotel check-in or when purchasing petrol in a Cardholder-Activated Terminal.

**Receipt**

Documentation that the transaction was performed.

**Recurring Payments**

Recurring Payments allow the Merchant to complete Card Payments automatically with stored Card Data at regular intervals.

**Security Code**

The Payment Card security code (e.g. CVV2, CVC2, CID, PVV, appears inside or near the signature strip. The security code is made up of digits that appear after the card number or of parts of the card number, e.g. in a separate field, and typically consists of three digits.

**Special Terms and Conditions**

The terms and conditions set out in sections 15–27 of these terms and conditions. In the event of conflict between the General Terms and Conditions and the Special Terms and Conditions with regard to a specific situation, the Special Terms and Conditions take precedence.

**Stored Card**

A solution where the Cardholder has registered with the Merchant with a username and password and in which Card Data is stored by the Merchant's payment solution provider at the time of the first transaction. The Cardholder may subsequently complete Card Payments to the Merchant without entering Payment Card information, simply by entering the username, password and the Security Code.

**Transaction Currency**

The currency in which the Cardholder pays and which is stated on the Receipt.

**Transaction Data**

The data used to complete a Card Payment. These include Card Data and other information received in connection with the Card Payment, e.g. the transaction amount and Transaction Date.

**Transaction Date**

The date on which the transaction takes place. For Card Not Present-Transactions, the Transaction Date is the date on which the goods are dispatched or the service is delivered.

## 1. SCOPE OF THE AGREEMENT

- 1.1. Together with the rest of the Agreement, these terms and conditions govern the cooperation between the Merchant and Nets as regards Nets' acquiring of the Merchant's acceptance of transactions made with the Payment Cards for which the Merchant and Nets have entered into an Agreement.
- 1.2. In addition to these terms and conditions, the Merchant's Agreement with Nets includes the Agreement Form, the price list, the Merchant Instructions and any other annexes and appendices entered into between the Merchant and Nets. These documents are available on [nets.eu/payments](https://nets.eu/payments), or may be obtained by contacting Nets.
- 1.3. The Agreement covers payments made using the Payment Cards that the Merchant has chosen to accept as means of payment and which take place at the Merchant Outlet stated in the Agreement Form. The Agreement establishes the terms and conditions that apply to Card Payments in the Merchant's payment solutions.
- 1.4. The Merchant is responsible for ensuring that the Merchant's sales and all transactions are completed in accordance with relevant domestic and international laws and regulations, including by ensuring that the products/services sold are allowed under applicable legislation.
- 1.5. The Merchant may only accept payments for activities, products or services that have been registered with and approved by Nets as of the conclusion of the Agreement.
- 1.6. The Merchant must have the right of use in respect of the Merchant Outlet from which the products/services are sold, irrespective of whether it is a physical store or website. The Merchant Outlet must be registered in the Merchant's name as it appears in the Agreement Form.
- 1.7. The Merchant must not accept Card Payments for the following purposes:
  - a) To complete payments originating from sales or activities offered by other parties
  - b) To complete payments that are subsequently forwarded to other parties, e.g. by assigning its receivables from Nets to other parties
  - c) Activities that may harm Nets' and/or the Card Organisations' brand and image
  - d) Morally or ethically dubious purposes, or purposes which in any way violate applicable laws and regulations
  - e) The sale of pornographic materials involving children, animals, rape or other forms of brutality
  - f) The sale of modification chips
  - g) The sale of goods and services which infringes intellectual property rights
  - h) The sale of decryption devices for HD DVD and Blu-ray discs

- i) Electronic cigarettes that contain nicotine or tobacco
- j) Debt collection

- 1.8. The Merchant must not accept Card Payments for the following purposes unless otherwise agreed in writing:
  - a) Payment of debt (e.g. payment of outstanding balances on credit cards or loans). The Merchant may seek Nets' approval to be able to accept domestically issued debit cards for payment of debt.
  - b) Gambling, lotteries, betting, etc.
  - c) The sale and rental of pornographic material and pornographic films
  - d) The acceptance of donations on behalf of others
  - e) Card Not Present-Transactions involving tobacco and tobacco-related products
  - f) Electronic cigarettes
  - g) Card Not Present-Transactions involving pharmaceuticals
  - h) Internet-based services, involving the purchase of adult chat, entertainment or dating services
  - i) Prepayments, i.e. sales of products and services to be delivered at a future date, including but not limited to deposits, membership and/or subscription transactions, travel, tickets, educational courses, etc.

## 2. GENERAL REQUIREMENTS APPLICABLE TO THE MERCHANT

### 2.1. Compliance with security requirements

- 2.1.1. General
  - 2.1.1.1. All payment terminals and payment solutions used by the Merchant must comply with the applicable standards established by the Card Organisations and by national legislation at any given time, and must be approved by Nets. The payment terminals must be able to read the Payment Card's chip/magnetic stripe and must be provided with a PIN keypad. If the Merchant wishes to use a Cardholder-Activated Terminal not equipped with a PIN keypad, this requires a written approval from Nets.
  - 2.1.1.2. The Merchant is responsible for ensuring that payment terminals and payment solutions used to complete transactions at all times comply with the technical requirements imposed under this Agreement, including but not limited to those related to obtaining Authorisation for and delivery of transactions.
  - 2.1.1.3. The Merchant is required to comply with the verification procedures and security requirements specified by the Merchant Instructions on [nets.eu/payments](https://nets.eu/payments), or with such rules as Nets may otherwise have informed the Merchant of at any given time.
  - 2.1.1.4. Even if the Merchant uses 3-D Secure, all the necessary verification measures must be implemented in order to avoid fraudulent transactions, cf. Merchant Instructions at [nets.eu/payments](https://nets.eu/payments)
  - 2.1.1.5. The Merchant must ensure that unauthorised persons do not have access to payment terminals or payment solutions.

- 2.1.2. The compromising of systems
- 2.1.2.1. The Merchant must inform Nets immediately of any unauthorised access or suspicion of unauthorised access to the Merchant's systems containing Card Data in case of skimming, attempted skimming, compromising or suspected compromising of Card Data.
- 2.1.2.2. In the event that systems containing Card Data handled by the Merchant or by the Merchant's external suppliers are compromised, or reasonable suspected to be compromised, Nets reserves the right to impose charges on the Merchant to the same extent as those imposed on Nets by the Card Organisations.
- 2.1.2.3. The Merchant is liable for any loss or damage incurred as a result of Payment Card fraud, costs associated with the issuing of new Payment Cards, as well as costs associated with the investigation required into the security breach or a suspected breach. Such investigations as well as the drafting of the associated reports must only be performed by a certified data security firm approved by the Card Organisations. The Merchant is obliged to cooperate with and assist Nets, the chosen data security firm and any relevant public authorities in the event of a compromise or a suspected compromise.
- 2.1.2.4. While the investigation is ongoing, Nets is entitled to suspend the Agreement until such time as the investigation is complete and it can be confirmed that the Merchant complies with the security requirements laid down in PCI DSS.
- 2.1.3. Skimming
- 2.1.3.1. The Merchant is responsible for ensuring that the payment terminals are protected against unauthorised use, including the installation of skimming equipment.
- 2.1.3.2. Merchants that use Cardholder-Activated Terminals must inspect them at least once a day in order to ensure that the payment terminals have not been tampered with. Nets may require that the Merchant install anti-skimming equipment and/or camera surveillance in cases where Nets deems that there is a risk of skimming and/or "money traps". If the Merchant's payment terminals are skimmed, Nets may request the Merchant to inspect the payment terminals more often.
- 2.2. Processing of Payment Card and Transaction Data and other documentation**
- 2.2.1. General
- 2.2.1.1. Card Data must only be used to complete transactions and must not be used, among other things, as tickets, for the purpose of identifying the Cardholder on access control, etc.
- 2.2.1.2. The Merchant must store all documentation in a proper manner, to protect it from unauthorised access.
- 2.2.1.3. The Merchant must store the transaction documentation, including Receipts bearing the Cardholder's signature, for a minimum of 20 months to allow, among other things, for disputes by the Cardholder. Once the retention period has expired, the transaction documentation/settlement documents must be destroyed in a suitable manner, cf. PCI DSS, in such a manner that unauthorised persons are unable to gain access to documentation containing data.
- 2.2.2. Compliance with PCI DSS requirements
- 2.2.2.1. All Merchants are subject to the requirements laid down in PCI DSS, and the Merchant is responsible for all costs related to compliance with requirements in PCI DSS.
- 2.2.2.2. The Merchant is obliged to inform Nets in the event that it handles/stores Card Data, for instance if payment solutions allowing for such handling or storage are used.
- 2.2.2.3. The Merchant must present PCI DSS validation, for instance an attestation of compliance (AOC) or a report of compliance (ROC) completed by a certified data security firm (Qualified Security Assessor) and a pass result for a vulnerability scan performed by a certified data security firm (Approved Scanning Vendor) in line with Nets' and the Card Organisations' validation requirements; see Merchant Instructions at [nets.eu/payments](https://nets.eu/payments).
- 2.2.2.4. Merchants that do not handle/store Card Data are nonetheless obliged to present PCI DSS certification if required to do so pursuant to Nets' and the Card Organisations' validation requirements; see [nets.eu/payments](https://nets.eu/payments).
- 2.2.2.5. If a Merchant is required to report its PCI DSS-compliance, the reporting must take place electronically via Nets' provider of PCI DSS reporting services.
- 2.2.2.6. The Payment Card's Security Code and other sensitive Card Data must not be stored under any circumstances once the Authorisation is complete.
- 2.3. Use of and rights to trademarks**
- 2.3.1. All rights to the trademarks of Payment Cards that the Merchant accepts as means of payment belong to the respective Card Organisations and/or to Nets. All rights to the trademarks of Nets' products belong to Nets.
- 2.3.2. The Merchant is entitled to use the Payment Cards' trademarks in connection with its marketing of products and services that can be paid for using the Payment Cards. Similarly, the Merchant is entitled to use 3-D Secure trademarks.
- 2.3.3. The Merchant must clearly post the trademarks (Logos) of the Payment Cards that it accepts as means of payment. If the Merchant uses 3-D Secure, the relevant 3-D Secure trademarks must be displayed together with the Payment Card logos.
- 2.3.4. The trademarks must not be used for any other purpose.
- 2.3.5. The Merchant may obtain and order the trademarks and stickers for use at the Merchant Outlet and in its marketing materials from [nets.eu/payments](https://nets.eu/payments). The

trademarks must always be displayed in their original, correct layout.

- 2.3.6. Images of Payment Cards used in marketing materials must not contain a valid card number or Cardholder name.
- 2.3.7. The use of the trademarks must not violate the owners' rights to the trademarks and must not create the impression that the products and services are sponsored, produced, offered, sold or otherwise supported by Nets and/or the Card Organisations.
- 2.3.8. The Merchant has no other rights – such as ownership or intellectual property rights – to the trademarks beyond to the above-mentioned right of use.
- 2.3.9. On expiry of the Agreement, the Merchant must cease its use of the trademarks, including in signage, marketing on the Internet or via other media, or any other form of marketing.

## **2.4. Requirements regarding the Merchant's website for E-commerce Transactions**

- 2.4.1. The Merchant's website must contain at least the following information:
    - a) The Merchant's name, company registration number and address (including country)
    - b) E-mail address and telephone number for customer service or similar department
    - c) Description of the products/services that the Merchant sells (including prices, taxes and fees)
    - d) General terms and conditions (including the rules related to Cardholder's right of cancellation, delivery and payment) as well as shipping costs
    - e) A "click to accept" button or another type of confirmation function on the website whereby the Cardholder is required to accept the conditions governing return policy of the products
    - f) It must be evident that customers are able to pay using Payment Cards
    - g) The trademarks of the Payment Cards that the Merchant accepts as means of payment must be apparent. The trademarks must also be displayed in the place where the Cardholder chooses the payment method
    - h) Transaction currency (e.g. DKK, EUR, NOK, SEK)
    - i) Any export restrictions
  - 2.4.2. In addition, the Merchant's payment solution must contain a function for the Cardholders to enter their Security Code.
  - 2.4.3. The Merchant undertakes to install and use 3-D Secure in its payment solution for the acquiring of all E-commerce Transactions, unless otherwise agreed in writing with Nets.
- ## **2.5. External suppliers**
- 2.5.1. The Merchant must inform Nets of any external supplier, e.g. web hosting service, payment solution provider, Digital Wallet, etc., that handles Card Data or which for other reasons has access to Card Data through the Merchant. The Merchant must also inform

Nets of any change in its use of external suppliers, cf. section 2.8 (Changes in the Merchant's circumstances).

- 2.5.2. The Merchant must ensure that any external suppliers with access to the Merchant's Card Data is registered as a Visa Merchant Agent. Read more at [nets.eu/payments](https://nets.eu/payments).
- 2.5.3. The Merchant is responsible for ensuring that all external suppliers that process Card Data on behalf of the Merchant meet the requirements laid down in PCI DSS at all times.
- 2.5.4. The Merchant bears the risk for the actions and omissions of any external suppliers, and must only use external suppliers that meet the security requirements established by Nets and/or the Card Organisations.

## **2.6. Prevention of money laundering or terrorist financing**

- 2.6.1. Nets is as a provider of acquiring services subject to statutory law requiring Nets to take certain customer due diligence measures for preventing use of financial systems for the purpose of money laundering or terrorist financing.
- 2.6.2. As part of the due diligence measures Nets is i.a. obliged to verify the identity of the Merchant as Nets' customer and of the Merchant's beneficial owners.
- 2.6.3. The Merchant shall provide Nets the information, documentation etc. necessary for Nets to comply with its due diligence obligations and shall in good faith cooperate with Nets in that respect.

## **2.7. Risk assessment**

- 2.7.1. Nets reserves the right to perform a risk assessment of the Merchant at any time, including by obtaining credit information relating to the Merchant and its owners, board members, management and authorised signatories, and by requesting the disclosure of financial statements and other information required in order to perform an assessment of the Merchant's creditworthiness and risk profile. This information may include documentation of necessary licences as well as information about revenue related to prepayments.
- 2.7.2. The Merchant is obliged to inform its owners, board members, management and authorised signatories that they may be included in a risk assessment of the Merchant.
- 2.7.3. If, on the basis of the risk assessment, Nets deems it necessary to do so, Nets may, with immediate effect:
  - a) demand a bank guarantee or other type of guarantee
  - b) withhold the Merchant's settlement in whole or in part
  - c) extend the settlement period for all or parts of the Merchant's revenue
  - d) establish a risk and/or chargeback fee that the Merchant will be required to pay
  - e) amend or terminate the Agreement in accordance with section 11 (Termination of the Agreement).



2.7.4. As part of ongoing risk assessment, Nets, the Card Organisations or a representative of either a Card Organisation or Nets may conduct an unannounced physical inspection of the Merchant's premises, the Merchant Outlet, etc., to the extent they are relevant to this Agreement, which may include a security assessment and/or a general assessment covering the following areas:

- a) The Merchant's premises and the Merchant Outlet
- b) Access to the Merchant's servers and stored data
- c) Stock, if any
- d) Internal processes
- e) Compliance with all security requirements imposed pursuant to this Agreement

2.7.5. The Merchant must bear all reasonable costs associated with such an inspection.

## 2.8. Changes in the Merchant's circumstances

2.8.1. The Merchant must inform Nets in writing of any change in the circumstances reported to Nets with the application for the Agreement or as stated in the Agreement Form itself; including with respect to changes in:

- a) Control of the Merchant
- b) The ownership of 25% or more of the Merchant or of the Merchant's share capital.
- c) The Merchant's management (including its Board of Directors, management and general manager), as well as authorised signatories.
- d) The Merchant's corporate form (e.g. a change from a sole proprietorship to a private limited company).
- e) The Merchant's line of business.
- f) Address, telephone number, website address (URL)
- g) E-mail address (including the e-mail address used to receive Nets' requests for copies of Receipts)
- h) Bank account number
- i) the documentation or information provided to Nets for customer due diligence measures, cf. Section 2.6 (Prevention of money laundering or terrorist financing)
- j) The use of external suppliers for Card Payments, and
- k) any other change in the Merchant's circumstances of relevance to the Agreement.

2.8.2. In addition, the Merchant must inform Nets if the Merchant makes significant changes to its product range or its payment and delivery conditions in connection with Card Not Present- Transactions, e.g. prepayment, or if it anticipates significantly increased sales.

2.8.3. Changes in accordance with this section may result in a new risk assessment (cf. section 2.7 (Risk Assessment)) and/or a requirement that a new Agreement must be entered into with Nets.

2.8.4. Any change to the settlement account must be documented in writing in the form of a confirmation from

the bank/submission of account statements, and must be signed by an authorised signatory or person holding a power of attorney in accordance with the rules governing powers to bind the Merchant.

## 3. ACCEPTANCE OF PAYMENT CARDS

### 3.1. General

3.1.1. The Merchant undertakes to ensure that all personnel who handle Card Payments on behalf of the Merchant are informed of the content of the Agreement in advance, and that they have received the training required in order to satisfy the requirements of the Agreement.

3.1.2. The Merchant must accept payment made with all valid Payment Cards of the card types that the Merchant has chosen to accept as payment for products and services at the relevant Merchant Outlet, regardless of the amount.

3.1.3. Merchant is not obliged to accept payments with all card types within each Card Organisation (Visa, Mastercard etc.) included in this Agreement. Merchant have the right to refuse payment from a Cardholder using a card type the Merchant do not want to accept. If the Merchant accepts payment with a card type the Merchant wish not to accept within one of the Card Organisations included in this Agreement, the transaction will be processed in accordance with the Agreement and price list. Further, if the Merchant choose not to accept payments with certain card types within a scheme the Merchant must inform the Cardholders of this in a clear and unequivocal manner at the same time as the Cardholders are informed of which card types the Merchant accept.

3.1.4. The Merchant must always follow the instructions displayed on the payment terminal.

3.1.5. If the Payment Card has a chip, the Merchant's payment terminal must always read the Payment Card's chip, except in cases where the payment is Contactless. If the chip cannot be read, the Merchant may complete the transaction using the magnetic stripe, if the Payment Card is permitting it.

3.1.6. For transactions made using a magnetic stripe and signature, the Merchant must verify that the date and the amount on the Receipt are correct, and that the four last digits of the card number appearing on the Receipt are identical to the card number on the Payment Card, if this number is embossed or printed on the Card. The Merchant must also verify that the signature on the Receipt corresponds to the signature on the Payment Card.

3.1.7. The Cardholder is entitled to a copy of the Receipt for each Card Payment. Once the Card Payment has been completed, the Merchant must ensure that the Cardholder receives a Receipt, either in paper form or as an Electronic Receipt, if the Cardholder has consented to receive an Electronic Receipt. Regardless of the type



of Receipt, the Receipt must contain at least the following information:

- a) The Merchant Outlet's name and address,
- b) amount,
- c) Transaction Date,
- d) the last four digits of the card number,
- e) the Authorisation Code,
- f) signature (where appropriate), and
- g) delivery address (for Card Not Present-Transactions).

3.1.8. In special circumstances, e.g. in connection with low value-transactions using Cardholder-Activated Terminals, Nets may approve the Cardholder-Activated Terminal not printing a receipt (e.g. in the case of soft drink vending machines).

3.1.9. The Receipt may only show the last four digits of the card number.

### **3.2. Manual Entry of data**

3.2.1. The Merchant must not manually enter a card number or other information into the payment terminal except as part of a procedure to comply with Special terms and conditions imposed on hotels in connection with no-show transactions and Delayed Charges, as well as Delayed Charges or modified transactions for car rental firms.

3.2.2. If the payment terminal is in offline mode and have offline transaction functionality, the Card's chip or magnetic stripe must be read in the payment terminal. The Merchant must, before completing an offline transaction, verify that the Card is valid, and call Nets' authorisation service (refer to [nets.eu/payments](https://nets.eu/payments) for the telephone number) to make sure that the Card is not blocked. The Merchant will receive an Authorisation Code if the Authorisation is approved, and will receive a rejection notice if the Card is blocked, if there are insufficient funds, etc. The Merchant must enter the Authorisation Code into the payment terminal. Under no circumstances should the Merchant give the Cardholder or a third party permission to enter a card number or Authorisation Code into the payment terminal.

### **3.3. Authorisation**

3.3.1. The Merchant must Authorise all transactions. The Security Code must always be used for E-commerce Transactions and Mail and Telephone Order Transactions.

3.3.2. If the Merchant makes use of Pre-Authorisation functionality, the Merchant is obliged to inform the Cardholder of the amount Authorised.

3.3.3. For Card Not Present-Transactions, an Authorisation is valid for up to seven calendar days.

3.3.4. The entire purchase amount (the total amount) must be Authorised as a single amount, and the Merchant must not divide the amount across several Card Payments on the same Payment Card.

3.3.5. The Authorisation Code must be included in the Transaction Data sent to Nets.

3.3.6. If the Merchant's Authorisation request is rejected, the Merchant must not complete the Card Payment, irrespective of the amount.

3.3.7. If the payment terminal displays a code indicating that the Payment Card should be confiscated, the Merchant must refuse to accept the Payment Card as a means of payment and must confiscate the Payment Card if possible. Confiscated Payment Cards must always be sent to Nets.

3.3.8. The Merchant must not accept Authorisation Codes from Cardholders or third parties, but only from Nets or systems approved by Nets. The Merchant must not request or obtain Authorisation at the request of a third party.

3.3.9. An Authorisation Code is no guarantee that Nets will accept the Card Payment, nor is it a confirmation of the Cardholder's identity; it merely confirms that the Payment Card is not blocked and that there are sufficient funds in the account to cover the amount at the time of Authorisation.

3.3.10. If the Card Payment is not carried out, Authorised amounts must be reversed within 24 hours of cancellation of the purchase. If the final transaction amount is less than the amount that was originally Authorised, the excess Authorised amount must be reversed immediately. Authorised amounts that are not reversed must correspond to the final transaction amount.

3.3.11. The Merchant must not perform Authorisations in order to validate the Card's status, but only to complete Card Payments for transactions.

3.3.12. Pre-Authorisations for Mastercard and Maestro

3.3.12.1. If a Merchant is not sure whether it will be able to complete the transaction within seven calendar days of performing Authorisation, or if the amount is not known, the Merchant must perform a Pre-Authorisation. A Pre-Authorisation is valid for 30 days for Mastercard and 7 days for Maestro.

3.3.12.2. The Merchant must not perform Pre-Authorisations for Maestro cards for Card Present-Transactions, except in the case of sale of fuel in Cardholder-Activated Terminals.

### **3.4. Approved currencies**

3.4.1. Transactions can only be transmitted and settled in the currencies stated in the Agreement Form.

### **3.5. Dynamic Currency Conversion (DCC)**

3.5.1. The Merchant may offer Dynamic Currency Conversion (DCC) if the Merchant has entered into an agreement with Nets in this regard and if the Merchant's payment terminal or payment solution has been configured for this purpose and approved by Nets.

3.5.2. If the Merchant offers DCC to Cardholders, the Cardholder must be informed of the current exchange rate and any fees, and must agree to pay in their own

currency before the Merchant completes the transaction as a DCC transaction. If the Cardholder does not agree to pay in their own currency, the Merchant must complete the transaction in its own local currency.

- 3.5.3. Current exchange rates are fixed daily on banking days by the DCC provider. The currency tables in the payment terminals are updated automatically.
- 3.5.4. Settlement of DCC transactions will be based on the original transaction amount in the local currency, i.e. the amount prior to DCC conversion.
- 3.5.5. DCC is not permitted for domestic Card Payments, i.e. where the Payment Card and the Merchant have the same local currency or for payments with JCB, Union Pay, Diners or Discover. DCC is only permitted for payments with foreign Mastercard and Visa.
- 3.5.6. Authorisation requests must be sent to Nets in the Transaction Currency and stating the final transaction amount, i.e. the amount after DCC.

### **3.6. Submission of transactions to Nets for settlement**

- 3.6.1. The Merchant must send transactions to Nets without undue delay and no later than three days after the Transaction Date. The Merchant may be charged a fee for transactions received by Nets more than three calendar days after the Transaction Date. In addition to charging the above fee, Nets is entitled to reject transactions received more than 3 calendar days after the Transaction Date.
- 3.6.2. The Merchant must not send transactions to Nets for settlement before the products/services have been sent or delivered to the agreed recipient, unless Nets has given the Merchant its written approval to accept prepayments.
- 3.6.3. All transactions are sent to Nets for settlement via the payment terminal or the payment solution. The Merchant undertakes to reconcile the payment terminal or payment solution on a daily basis if transactions have been performed.
- 3.6.4. The Merchant is responsible for that the Transaction Data sent via payment terminal or payment solution is error-free. Nets may refuse to receive or process transactions with Transaction Data errors.

## **4. THE RELATIONSHIP BETWEEN THE MERCHANT AND THE CARDHOLDER**

### **4.1. General**

- 4.1.1. The Merchant undertakes to receive and process any claims from Cardholders relating to the product/service. Such claims are to be settled directly between the Merchant and the Cardholder, and should not involve Nets. The Merchant must not include a clause in its terms and conditions that prevent or limit the Cardholder from raising claims against the Merchant, or that refer the Cardholder to a third party for claim handling.

### **4.2. Credit a transaction**

- 4.2.1. The Merchant must only credit the Cardholder for a transaction for the purpose of voiding a previous Card Payment in whole or in part, e.g. if the customer returns a purchased product. The credit transaction must be identifiable to the original transaction.
- 4.2.2. Credits of purchases made using Payment Cards (previously accepted Card Payment) must always be credited to the Payment Card used for the purchase. The amount credited to the Cardholder must not exceed the total amount of the transaction. Credit transactions must be submitted electronically. The Merchant must provide a Receipt for the credit transaction to the Cardholder.
- 4.2.3. Nets will offset the total amount of the credit and any other costs against future settlements to the Merchant, or will prepare an invoice for the Merchant pertaining to the credit. Previously calculated transaction fees will not be refunded in connection with such credits.

### **4.3. Cancellation of a Card Payment**

- 4.3.1. If a Card Payment is made in error, the Merchant must cancel the transaction if possible. If it is not possible to cancel the transaction, the Merchant must complete a credit transaction. If this is not possible, the Merchant must contact Nets.

### **4.4. Fees for use of Payment Cards**

- 4.4.1. If the Merchant, acting in accordance with applicable legislation, charges a fee for Card Payments (surcharge), the Merchant must inform the Cardholder accordingly before the transaction is completed.

## **5. PRICES, PAYMENTS AND SETTLEMENTS**

### **5.1. Prices**

- 5.1.1. The prices payable by the Merchant to Nets are set out in the Agreement Form and in the price list.
- 5.1.2. The prices are subject to change as stated in section 8 (changes to the Agreement, including prices).

### **5.2. Settlements**

- 5.2.1. The applicable settlement period is stated on the Agreement Form or as communicated by Nets by other means. Settlement delays may occur in connection with public holidays.
- 5.2.2. Nets transfers the settlement amount directly to the bank account stated on the Agreement Form. Nets sends a settlement notification to the Merchant identifying the settled amounts and dates.
- 5.2.3. The Merchant shall verify that settlements by and payments from Nets are received and that they are correct. The Merchant must submit a written complaint to Nets if settlement have not taken place within one month of the agreed date for disbursement of payment.
- 5.2.4. The Merchant shall verify that the prices and fees charged are in accordance with the prices stated in

the Agreement, and must submit a written complaint to Nets in the event of any error(s). The Merchant's written complaint shall be submitted to Nets within one month from the agreed due date for payment. If the complaint is not received within this time, the Merchant loses the right to dispute Nets' charges, unless the error(s) is caused by Nets' gross negligence or wilful misconduct.

5.2.5. If the Merchant has received a payment to which it has no legal claim (regardless of whether such error is attributable to Nets), this amount must be returned to Nets immediately. If Nets discovers that the Merchant has been charged a too small amount for the services under the Agreement, or that Nets has failed to charge fees under the Agreement, Nets has the right to afterwards charge the Merchant for this. Nets also has such right after termination of the Agreement, subject to applicable law on limitation of claims.

5.2.6. Furthermore, Nets reserves all rights to withhold settlement if revenue should discontinue without the Merchant having provided notice in this regard, or in the event of deviations relative to the Merchant's Agreement, with regard to revenue, use of equipment and the products and services sold, as well as prepayments.

### 5.3. Payment of Nets' fees

5.3.1. Payment is made either in the form of a net settlement or in arrears (gross settlement).

5.3.2. For net settlements, Nets deducts any fees, Chargebacks, withheld amounts and other receivables from the Merchant's settlement.

5.3.3. For gross settlement, fees, Chargebacks, withheld amounts and other receivables, are payable to Nets by the Merchant each month in arrears. Payment shall be made by direct debit of the Merchant's settlement account. The Merchant must instruct its bank to make payments to Nets upon Nets' instructions for all its settlement accounts. See below for the applicable direct debit solution. Amounts due may also be deducted from the Merchant's settlement or paid via invoice.

5.3.3.1. Direct Debit solutions/products used by Nets:  
DKK – direct debit from Leverandørservice  
NOK – direct debit from Autogiro  
SEK – direct debit from AutoGiro  
EUR – direct debit from SEPA CORE Direct Debit

5.3.4. If, on the basis of a risk assessment, Nets deems it necessary to do so, Nets may, with immediate effect change the Merchants settlement form, from gross to net.

5.3.5. If the Merchant's Card Payments are settled to different accounts, including currency accounts, Nets may deduct its fees from any of the Merchant's settlements, or perform direct debit to any of the settlement accounts.

5.3.6. If Nets is unable to deduct its fees from the Merchant's settlement, or perform direct debit, Nets will invoice the Merchant for the amount due.

5.3.7. If the Merchant fails to pay an amount due to Nets, Nets is entitled to charge interest on the amount due from the due date until such time as payment is made, in accordance with applicable national interest legislation.

## 5.4. Individual pricing information

5.4.1. At least once a month, Nets must make the following information available to the Merchant concerning the Payment Card transactions that the Merchant has completed during the preceding period:

- a) A reference for the Card Payment.
- b) The transaction amount and the currency in which the Merchant's payment account is being credited.
- c) The amount of any fees associated with the transaction, separately identifying the merchant service charge and the interchange fee.

5.4.2. Such information may be made available via Nets' portal in a format making it possible for the Merchant to store and reproduce the information in unchanged form, e.g. in PDF format.

5.4.3. The Merchant has consented to that the information listed Section 5.4.1 may be aggregated, by trademark, application, Payment Card category and the interchange fee rate applicable to the transaction.

5.4.4. Information on interchange fees and scheme fees (i.e. fees payable by Nets to issuers and Card Organisations) applicable with respect to each category and brand of payment cards issued within EU/EEA can be found on [www.nets.eu/en/payments/customer-service/acquiring/unblended-fees/](http://www.nets.eu/en/payments/customer-service/acquiring/unblended-fees/).

## 6. DISPUTED CARD PAYMENTS

### 6.1. Disputes

6.1.1. The Merchant must respond to all Cardholder disputes.

6.1.2. If Nets receives a dispute of a Card Payment and Nets is unable to reject the dispute as unfounded, Nets will withdraw the full amount plus any fees from the Merchant's account, or offset it against the Merchant's settlement from Nets. If there are insufficient funds in the Merchant's account or insufficient revenue, Nets may invoice the Merchant.

6.1.3. Disputes may, for example, rest on the Cardholder's claim that:

- a) the amount was paid by other means,
- b) an ongoing Recurring agreement is no longer valid,
- c) the transaction exceeds the amount that the Cardholder approved,

- d) the ordered products/services were not delivered or on delivery to the Cardholder were found not to be in accordance with what was agreed,
- e) the Cardholder or the recipient of the product/service is making use of a statutory or contractual right of cancellation, or
- f) the Cardholder was not aware of the exact amount when approving the Card Payment and the Card Payment exceeds the amount that the Cardholder could reasonably have expected to pay (Nets may charge the Merchant for the full transaction amount in this situation as well)

6.1.4. Disputes may, for example, also be justified on the grounds that the Merchant:

- a) knew or should have known that the person who used the Payment Card had no right to do so
- b) did not obtain an Authorisation Code or did not Authorise the entire purchase amount
- c) failed to comply with the security provisions
- d) did not comply with the particular requirements and the procedure governing cash withdrawals, the purchase of foreign currency and the sale of chips in casinos.

6.1.5. Moreover, Nets reserves the right to withdraw money from the Merchant or to offset any dispute concerning:

- a) Card Payments made using payment terminals that do not read chips if (i) the Payment Card used was forged or counterfeit and/or (ii) the Cardholder claims that the Cardholder did not complete the Card Payment.
- b) Card Not Present-Transactions carried out in the absence of Authentication using 3-D Secure.
- c) Transactions on Cardholder-Activated Terminals completed without the use of a PIN.

6.1.6. If the Card Payment (i) was completed using the Payment Card's chip and PIN or (ii) was Authenticated by the Cardholder using 3-D Secure in the event of Card Not Present-Transactions, Nets will approve the Card Payment unless the Merchant knew or should have known that the customer was not entitled to use the Payment Card, or if the Merchant neglected to provide the necessary documentation for the transaction at Nets' request.

## 6.2. Documentation

6.2.1. If Nets asks the Merchant to submit documentation for the Card Payment in connection with a dispute raised by the Cardholder, the Merchant must provide Nets with documentation of the Card Payment.

6.2.2. If the Merchant fails to provide documentation by the time limit specified in the request (7-14 calendar days, depending on the card type), Nets may uphold the Chargeback and offset or deduct the disputed amount against/from the Merchant's account with Nets. This applies regardless of whether the Card Payment was completed using chip and PIN or 3-D Secure.

6.2.3. Nets is not required to provide the Merchant with documentation regarding the Cardholder's dispute.

## 7. MONITORING, FRAUD, ETC.

7.1. Nets monitors Authorisations and transactions received from the Merchant. Nets likewise monitors any transaction reported as being a dispute, Chargeback or case of fraud.

7.2. The Merchant will be contacted and the matter will be investigated if such monitoring reveals significant deviations from normal activity at the Merchant or within the Merchant's industry, or if Nets, for any other reason whatsoever, suspects that card fraud has occurred at the Merchant, or if the reported level of fraud is higher than what Nets considers to be normal. In such cases, Nets is entitled, with immediate effect, to modify the settlement conditions, to withhold settlement, and/or to suspend or terminate the Agreement.

7.3. Nets also reserves the right to reverse transactions that the card issuer has confirmed as being instances of fraud, provided that the Merchant has not delivered the products or services.

7.4. Nets may require the Merchant to implement such measures as may be needed to reduce the number of fraudulent transactions, disputes, Chargebacks or credit transactions, etc., for instance by upgrading or replacing payment terminals, implementing a fraud monitoring system approved by Nets, or by implementing manual monitoring of transactions. The Merchant must act in accordance with Nets' instructions to limit fraud within the time limit specified.

7.5. If the number of disputes, Chargebacks, fraudulent transactions or credit transactions leads to additional costs for Nets, e.g. in the form of charges payable to one or more Card Organisations, Nets reserves the right to pass such costs on to the Merchant.

7.6. The Merchant's right to settlement of Card Payments where the Merchant has used 3-D Secure may lapse if the Cardholder denies having participated in the Card Payment and the fraud reported to Visa and/or Mastercard 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 will advise the Merchant if its right to transaction settlement has lapsed.

## 8. CHANGES TO THE AGREEMENT, INCLUDING PRICES

### 8.1. General

8.1.1. Nets may amend the Agreement, including prices, with 30 days' written notice. Such notice may be issued by e-mail. Shorter notice may be given, if such modification is in response to requirements on the part of public authorities or the Card Organisations, for important security reasons, or in accordance with sections 2.7. (Risk Assessment) and 11 (Termination of the Agreement).

8.1.2. The Merchant is obliged to provide Nets with an e-mail address to which such notice can be sent. The Mer-

Merchant itself is obliged to inform Nets of any changes to the Merchant's e-mail address, and the Merchant assumes liability for the Merchant's non-receipt of a notice of contractual change in the event that the Merchant has failed to inform Nets of a change in its e-mail address.

- 8.1.3. The Merchant Instructions published at [nets.eu/payments](https://nets.eu/payments) are subject to change without notice if such change is due to changes in legislation or to requirements imposed by Card Organisations or public authorities. The Merchant Instructions in force at any given time can be found at [nets.eu/payments](https://nets.eu/payments).
- 8.1.4. In the event that changes to the disadvantage for the Merchant are made to the Agreement, these are considered to have been approved unless the Merchant, acting prior to the date of the change's entry into force, informs Nets that the Merchant does not wish to be subject to the new terms of contract.
- 8.1.5. If the Merchant informs Nets that it does not wish to be subject to the new terms of contract, the Agreement is considered to have terminated on the date on which the new conditions enter into force. Prepaid monthly/annual subscriptions will not be refunded.

## **8.2. Changes in interchange and card scheme fees**

- 8.2.1. If the interchange or card scheme fees applicable to card transactions with the Payment Cards (i.e. fees Nets shall pay to the card issuers and to card schemes) should increase and/or new fees are applied to Nets, compared to the fees at the time of signing of this Agreement, Nets is entitled at its reasonable discretion and without notice to adjust the prices payable by the merchant or to introduce new fees accordingly. The Merchant is not entitled to terminate the Agreement based on such an adjustment or introduction.
- 8.2.2. Nets shall on written request from the Merchant provide documentation to the Merchant supporting that the conditions for Nets adjusting the prices etc. according to this section 8.2 (Changes in interchange rates and card scheme fees) are fulfilled and provide a price list showing the Merchant's current prices.

## **9. LIABILITY, LIMITATION OF LIABILITY AND CLAIMS BY THE CARD ORGANISATIONS**

### **9.1. General**

- 9.1.1. Under no circumstances will Nets be liable for any indirect or incidental loss; operating losses; consequential damages; or any expenses to auditors, advisor, consultants or other similar external expenses; out-of-pocket expenses; claims by third parties and/or lost data, profits, revenue, customers, goodwill or interest.
- 9.1.2. Notwithstanding the foregoing and without thereby limiting liability, the Merchant will indemnify Nets for any losses or claims, including claims for damages, and for any complaints, legal proceedings or expenses (including, within reasonable limits, lawyers' fees), including but not limited to any fine or fee imposed

on Nets by the Card Organisations as a result of the Merchant's breach of and/or failure to comply with the Agreement and/or all relevant regulations and legislation applicable to the Merchant. The foregoing applies irrespective of the Agreement being terminated.

## **9.2. Force Majeure**

- 9.2.1. Notwithstanding the foregoing, Nets is not liable for losses incurred as a result of failure to comply with its obligations in connection with circumstances beyond Nets' control. Even in areas where stricter liability rules prevail, Nets cannot be held responsible for losses incurred as a result of:
- Breakdown of or lack of access to IT systems, or of damage to the data maintained in these systems as a result of any of the reasons listed below, irrespective of whether Nets or a third party is responsible for the operation of such systems,
  - a power supply failure or failure in Nets' telecommunications systems, legislative or administrative interventions, natural disasters, war, revolution, civil unrest, sabotage, terrorism or vandalism (including virus attacks and computer hacking),
  - strikes, lockouts, boycotts or blockades, regardless of whether the conflict is directed against or was started by Nets or by Nets' organisation, and regardless of the cause of such conflict. The foregoing also applies if the conflict only affects portions of Nets and other circumstances that are beyond Nets' control.
- 9.2.2. Nets' exemption from liability in the event of force majeure does not apply if:
- Nets, at the time the Agreement was entered into, should have foreseen the circumstances giving rise to the loss, or if Nets should have been able to avoid or overcome the cause of the loss or consequences thereof by taking appropriate commercial precautions.
  - the legislation under all circumstances makes Nets liable for the circumstances giving rise to the loss.

## **9.3. Fines and fees charged by the Card Organisations**

- 9.3.1. The Merchant will indemnify Nets in respect of any fines and fees imposed on or any other claims brought against Nets by the Card Organisations as a result of circumstances attributable to the Merchant, including such fines and fees imposed by the Card Organisations due to the fact that the Merchant e.g.:
- has not used EMV/PA-DSS-certified devices approved by Nets, or
  - has not complied with the requirements of PCI DSS.

## **10. ASSIGNMENT**

- 10.1. Nets may assign the Agreement to a company in the Nets Group without the Merchant's consent. Nets is



entitled, without the Merchant's consent, to assign the Agreement to a third party if Nets sells the activities covered by the Agreement to the third party in question, whether in whole or in part. In such cases, the Agreement will continue in force, without changes, with the new owner entering into Nets' place as the contracting party.

- 10.2. The Merchant is not entitled to assign or in any other way transfer the Agreement to a third party, whether in whole or in part without Nets prior written consent. The same applies to Card Payments received under the Agreement.

## 11. TERMINATION OF THE AGREEMENT

- 11.1. Unless otherwise agreed in writing, the Agreement will continue in force until it is terminated by either party.

- 11.2. Both parties are entitled to terminate the Agreement with six months' written notice. Prepaid annual subscriptions or monthly fees are not refundable on termination of the Agreement.

- 11.3. If the Merchant winds up its Merchant Outlet, the Merchant must not use the Agreement for Card Payments. The Merchant is required to inform Nets of any such winding-up, and to terminate the Agreement in accordance with the above provisions.

- 11.4. Nets is entitled, with immediate effect, to terminate the Agreement or to amend the terms and conditions stipulated herein with regard to one or more Payment Card types if:

- a) At the time the Agreement was entered into, the Merchant provided inaccurate or incomplete information about the industry in which it is active, or about the Merchant
- b) The Merchant failed to provide information regarding changes after conclusion of the Agreement, cf. section 2.8 (Changes to the Merchants circumstances).
- c) The Merchant is in material breach of the Agreement, e.g. non-compliance with security requirements
- d) The Merchant's breach of the Agreement continues, and such breach is not remedied by the Merchant within the time limit specified in writing by Nets
- e) The number of disputes in which the Merchant is involved is disproportionately large
- f) The number of credit transactions that Nets receives from the Merchant is disproportionately large
- g) The Merchant's activities include illegal activities, such as unauthorised gambling and illegal pornographic images, etc.
- h) The Merchant fails to respond to Nets' request for information, or fails to implement the necessary precautions in the event of suspected fraud
- i) The risk assessment of the Merchant is not satisfactory to Nets

- j) The Merchant becomes subject to debt collection action or is entered in a debtors register
- k) Nets assesses that its exposure regarding the Merchant's prepayments is too high, or deviates significantly from what was agreed on conclusion of the Agreement
- l) One or more Card Organisations requires Nets to amend, suspend or terminate the Agreement
- m) In Nets' opinion, the Merchant's activities or actions are damaging or may damage the image/reputation of Nets and/or the Card Organisations
- n) There is a change in control of the Merchant or a change in the ownership of more than 25% of the Merchant's share capital
- o) The owners or other persons associated with the Merchant appear on European or American sanctions lists (e.g. OFAC's SDN list and the EU's list of economic sanctions or list of terrorists)
- p) The Merchant does not provide the necessary documentation, information etc. required by Nets pursuant to Section 2.6 (Prevention of money laundering or terrorist financing).
- q) The Merchant goes into liquidation, is subject to compulsory winding-up or otherwise ceases trading or commences cessation proceedings
- r) The Merchant is declared insolvent, becomes subject to debt relief proceedings, enters into composition proceedings or similar debt relief arrangements, is declared bankrupt or enters into restructuring proceedings, unless the estate or the Merchant undergoing restructuring is entitled to enter into the Agreement under the applicable legislation, and chooses to do so. At Nets' request, the estate is obliged to decide whether it wishes to enter into the Agreement within 24 hours.

- 11.5. Nets may charge the Merchant a fee as set out in the price list for violation of notice period, if:

- a) the Merchant breaches the termination notice period or the non-termination period of the Agreement, or
- b) the Merchant has not used the Agreement for Card Payments for six months, or if
- c) the number or value of the Card Payments under the Agreement for any quarter is below 30% of the quarterly average number or value, based on the previous three quarters, unless the Merchant can provide Nets documents proving that the number or value have decreased due to a reasonable business-related cause.

- 11.6. If the Merchant would like the Agreement to come to an end prior to the expiry of the notice or non-termination period, the Merchant may contact Nets for the purpose of entering into an agreement in this respect for the benefit of both parties. Nets is not obligated to enter into such an agreement or to waive any fees to be paid by the Merchant.

- 11.7. If the Agreement has not been used for Card Payments for six months, Nets may terminate the Agreement with immediate effect and charge any outstanding

ing fees as well as a fee for violation of the notice period as set out above.

- 11.8. On expiry of the Agreement, Nets is entitled to discontinue the Merchant's access to Nets' settlement reports portal without notice.
- 11.9. Even if the Agreement is terminated, it will remain in force in respect of outstanding claims at the time of the Agreement's expiry, including with respect to claims related to transactions made prior to the expiry of the Agreement
- 11.10. In the event of any termination or expiry pursuant to this Agreement for whatever reason, Nets may require the establishment of a bank guarantee or provision of other suitable security, or may withhold an appropriate portion of the transaction amount in order to cover any disputes raised by card issuers/Cardholders.
- 11.11. Nets determines the extent of such a bank guarantee or other security. Nets may refrain from settling submitted transactions until a bank guarantee or other security has been provided.
- 11.12. If the Merchant is declared bankrupt, made subject to restructuring proceedings or debt relief proceedings, Nets may refrain from settling submitted transactions until the estate has joined as party to the Agreement and, if applicable, until such time as a bank guarantee has been established in favour of Nets.

## 12. DATA PROTECTION

- 12.1. Personal data of individuals related to the Merchant (contact persons, etc.) will be processed by Nets as data controller i) in order to provide the services and fulfil the obligations under the agreement, ii) for making customer analyses and business follow-up, iii) for making business and methods development as well as carrying out risk assessment and management and iv) for marketing purposes of Nets group companies towards the Merchant. The personal data include details of contact persons processed for the purposes of onboarding, support, etc., personal data processed as part of AML measures or due to other legal requirements. The Merchant accepts an obligation to inform its employees and other representatives about the disclosure, etc. of personal data to Nets as part of the agreement for the above purposes.
- 12.2. Personal data of individuals who are customers of Merchant will also be processed by Nets as data controller. The personal data include transaction data, including card and other payment data.
- 12.3. Personal data may also be processed by other companies in the Nets group and other companies with which the group co-operates in its operations for the purpose of this Agreement, both within and outside the EU/EEA.
- 12.4. Further information about the processing of personal data by Nets and a list of the companies that are in

the same group as Nets can also be found on Nets' website.

## 13. DUTY OF CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 13.1. The parties are obliged to treat all information relating to the contractual relationship between the Merchant and Nets as confidential. The duty of confidentiality applies unless otherwise agreed and in cases where a party is required to disclose such information by law, regulation or a decision taken by public authority, or where the information in question is already publicly available and this fact cannot be attributed to the other party's breach of contract.
  - 13.2. Under no circumstances must the Merchant disclose Card Data and/or Transaction Data to a third party, unless it is necessary to do so in order to correct Card Payments or pursuant to mandatory law.
  - 13.3. Nets is entitled to disclose information about the Merchant to the Card Organisations, technical sub-contractors and other companies, provided that such disclosure is required in order for Nets to meet the applicable compliance and security requirements and for providing the acquiring service to the Merchant. Further, if Nets and the Merchant have entered into the Agreement based on a reference, a lead, or mediation by or similar, from a cooperation partner to Nets, Nets may provide necessary information regarding the Agreement and the acquiring relationship to the cooperation partner (such as e.g. the Merchant's name, address, information regarding accepted cards etc.), in order for Nets to fulfil e.g. its reporting obligations to such cooperation partner and to calculate a possible referral fee.
  - 13.4. The Merchant gives its consent for Nets to disclose information about the Merchant (such as contact details, information relating to the Agreement and information on the business relationship with Nets) to other companies in the same corporate group as Nets for use in e.g. intra-group reporting, marketing, and in sale of products and services. A list of the companies that are in the same corporate group as Nets is published at nets.eu.
  - 13.5. If the Agreement should cease to apply as a result of the Merchant's material breach of contract, or because the Merchant has facilitated or aided and abetted fraud, Nets is obliged to report the Merchant to the Card Organisations. Nets may further add the Merchant and relevant associated persons to Nets' internal watch list.
  - 13.6. This provision also applies once the Agreement has come to an end.
- ## 14. CHOICE OF LAW AND DISPUTES
- 14.1. See the sections specifically relating to Merchant Outlets in Denmark, Finland, Norway and Sweden and in other countries.



## 15. SPECIAL TERMS AND CONDITIONS FOR CAR HIRE

### 15.1. Introduction

15.1.1. The conditions in this section 15 apply only to car rental payments using Mastercard, Visa, Visa Electron, JCB and Union Pay for Delayed Charges, which is not possible using Maestro, V PAY, UnionPay, Diners or Discover. The General Terms and Conditions also apply. In case of conflict between the General Terms and Conditions and the terms laid down in this section, the terms of this section will take precedence.

15.1.2. Maestro, V PAY, Diners and Discover can be accepted as payment for car rental when the customer collects/returns the vehicle, meaning that Delayed Charging or Pre-Authorisation are not used. These Payment Cards must always be read electronically and PIN code or signature must be used.

### 15.2. Authorisation and guaranteed reservation

15.2.1. Authorisation on pickup of the vehicle

15.2.1.1. The car rental firm must request Authorisation or Pre-Authorisation in connection with the Cardholder's pickup of the hire vehicle. The authorisation amount is calculated based on the following information:

- a) Expected duration of the hire period
- b) The vehicle's hire price
- c) Taxes and fees
- d) Price per kilometre

15.2.1.2. The car rental firm must not include any additional amounts or funds intended to cover potential damage in its Authorisation.

15.2.1.3. The car rental firm must inform the Cardholder of the Authorised amount at the time the car is hired. Should the Cardholder's cost for hire during the hire period exceed the amount Authorised, e.g. through an extension of the hire period, the car rental firm is entitled to request additional Authorisation for the difference between the amount already Authorised and the expected new amount until such time as the vehicle is returned.

15.2.2. Guaranteed reservation

15.2.2.1. Visa

Should the car rental firm wish to use a card number as a guarantee for a car rental reservation, the car rental firm must comply with the following rules for guaranteed reservations.

The car rental firm must:

- a) inform the Cardholder of the cancellation policy and procedures at the time the reservation is made;
- b) make sure, at the time the reservation is made, that the Cardholder is informed that an acknowledgement can be picked up during the car rental firm's opening hours when returning the hired vehicle. This acknowledgement is a confirmation

of the agreed condition of the hired vehicle on its return;

- c) inform the Cardholder in writing of the hire price for the booked vehicle, the Transaction Currency and the exact name and physical address of the location where the vehicle is to be collected;
- d) provide a written confirmation of the reservation to the Cardholder, either by post, fax or e-mail and inform the Cardholder that they will be invoiced a no-show amount corresponding to the value of one day's hire at the price stated for the booked vehicle if the Cardholder has failed to collect the vehicle within 24 hours of the agreed time of pick-up or has failed to properly cancel the booking in accordance with the car rental firm's cancellation policy.

### 15.3. Final transaction amount

15.3.1.1. Visa and JCB

If the final transaction amount exceeds the total amount Authorised by less than 15%, there is no need for the car rental firm to request further Authorisation.

If the final transaction amount exceeds the amount already Authorised by at least 15%, the car rental firm must request Authorisation for the non-authorised portion of the transaction amount. The most recently received Authorisation Code must be included in the Transaction Data sent to Nets.

15.3.1.2. Mastercard and UnionPay

If the final transaction amount exceeds the original Authorised amount for transactions with Mastercard and UnionPay, the excess amount must be Authorised.

### 15.4. Delayed Charging

15.4.1. The car rental firm is entitled to perform a Delayed Charge or to change the transaction amount if the Cardholder has given their express written consent to this effect when entering into the car rental agreement. The car rental firm may only post a Delayed Charge or change amounts relating to:

- a) Fuel
- b) Hire price
- c) Parking tickets/fines
- d) Other small amounts (e.g. tolls)

15.4.2. Delayed Charges must be performed no later than 90 calendar days after the original Transaction Date.

15.4.3. When performing a Delayed Charge for e.g. a parking fine, the car rental firm must submit documentation to the Cardholder from the authority including the car's registration number, the law that was broken, the time and location of the infringement, and the amount in local currency (e.g. DKK, EUR, NOK, SEK).

15.4.4. In order to perform a Delayed Charge, the car rental firm must issue a Receipt (sales receipt) and write "SOF" (signature on file) in the signature field. The car rental firm must send a copy of the Receipt to the Cardholder. but only for to completed Card Payments

15.4.5. Delayed Charging for loss of, theft of and damage to vehicles is only allowed to the extent that the Cardholder, after being informed of such loss, theft or damage, has given their written consent to the amount being charged to the Cardholder's Payment Card. The transaction must be Authorised and settled as a separate transaction.

15.4.6. In the event that Delayed Charging for damage is disputed, the car rental firm must provide Nets with the following at Nets' request:

- a) A copy of the hire agreement
- b) An estimate of the cost to repair the damage. Estimates must be prepared by an authorised garage
- c) A copy of the police report on the incident, if any
- d) Documentation showing that the Cardholder has given their consent to pay for the damage with their Payment Card
- e) Other relevant documentation showing that the Cardholder is responsible for the damage
- f) Copy of the car rental firm's insurance policy if the car rental firm requires the Cardholder to pay an additional amount in connection with the damage. Alternatively, the car rental firm must enclose a copy of the hire agreement in which the Cardholder has clearly stated that they have given their consent to pay additional amounts, and have signed the document next to the relevant clause
- g) Copy of the Receipt for the Delayed Charge

## 15.5. Visa

15.5.1. For Visa cards, Delayed charges for loss, theft and damage to the car may be performed if the Cardholder has clearly agreed to pay an excess, or to pay for damage, by providing their signature in the immediate vicinity of the relevant clause in the lease agreement. Before a Delayed Charge is performed, the car rental firm must send the following information to the Cardholder, no later than 10 days after the car is returned:

- a) a description of the damage
- b) the cost of repairing the damage
- c) Transaction Currency

15.5.2. Within 10 days of receiving notice of the Delayed Charge, the Cardholder is entitled to procure an alternative written estimate of the cost of repairing the damage.

15.5.3. The Delayed Charge may be completed no earlier than 20 calendar days after the initial notice of Delayed Charge was sent to the Cardholder.

## 16. SPECIAL TERMS AND CONDITIONS FOR HOTELS AND CRUISE LINES

### 16.1. Introduction

16.1.1. The terms set out in this section 16 only applies to bookings and payments for stays at hotels and cruise lines with Mastercard, Visa, Visa Electron and JCB. The General Terms and Conditions also apply. In case of conflict between the General Terms and Conditions

and the terms laid down in this section, the terms of this section will take precedence.

16.1.2. Guaranteed reservation, no-show, prepayment/deposit, express check-out and Delayed Charging are not possible using Maestro, V PAY, Diners and Discover. Maestro, V PAY, Diners and Discover can be accepted as a means of payment for hotel bookings at the time of the guest's arrival/departure, meaning that Delayed Charging and Pre-Authorisation are not used. These Cards must always be read electronically, and PIN code or signature must be used. Guaranteed reservation, express check-out and no-show is not possible for transactions at cruise lines.

### 16.2. Guaranteed reservation

16.2.1. Introduction

16.2.1.1. Should the hotel wish to use a card number as a guarantee for a hotel booking, the hotel must comply with the following rules for guaranteed reservations.

16.2.2. Cardholder's reservation

16.2.2.1. When the Cardholder reserves a room, the hotel must provide details of the room's price and the exact name and address of the hotel, as well as its cancellation policy, including notice of the fact that the Cardholder will be charged for one night if the room is not cancelled by the cancellation deadline. On arrival, the hotel must inform the Cardholder that Authorisation will be requested and must also inform the Cardholder of the actual authorisation amount.

16.2.2.2. When the hotel receives a booking, the hotel must register the Cardholder's name, address and card number as well as the Card's expiry date. The Payment Card's Security Code is not required for the reservation service and shall not be requested from the Cardholder. The hotel must provide the Cardholder with a booking code and advise the Cardholder to retain the code. If the Cardholder so requests, the hotel must issue a written acknowledgement, which must include the following:

- a) The Cardholder's name, the truncated card number and the Card's expiry date
- b) The booking codes
- c) The address of the hotel
- d) Relevant rules, including the cancellation policy
- e) Other relevant information

16.2.3. Cancellations

16.2.3.1. The hotel must accept all cancellations received prior to the cancellation deadline.

16.2.3.2. Visa

The cancellation deadline cannot be more than 72 hours before the time of arrival. If the cancellation deadline is earlier than 6.00 pm local time on the planned day of arrival, the hotel must send its cancellation policy (including the cancellation deadline) to the Cardholder.

If the Cardholder makes a booking less than 72 hour prior to arrival, the cancellation deadline must not fall any earlier than 6.00 pm on the planned day of arrival.

#### 16.2.3.3. Mastercard

If the Cardholder makes a booking less than 72 hour prior to arrival, the cancellation deadline must not fall any earlier than 6.00 pm on the planned day of arrival.

#### 16.2.3.4. All Cards

Once a room has been cancelled before the deadline for cancellation, the hotel must give the Cardholder a cancellation code and recommend the Cardholder to write down this code.

If the Cardholder has requested written confirmation of the cancellation, the hotel must send an acknowledgement to the Cardholder containing the following information:

- a) The Cardholder's name
- b) The truncated card number
- c) The Card's expiry date
- d) The cancellation code
- e) Other relevant information

#### 16.2.4. No-show

16.2.4.1. If the Cardholder does not arrive and has not cancelled their booking prior to the cancellation deadline, the hotel is entitled to charge the Cardholder for one night. The hotel must issue a Receipt, which must contain the following information:

- a) The name of the hotel
- b) The price of a one-night stay plus any taxes and fees
- c) The date of the no-show
- d) The Cardholder's name
- e) The truncated card number
- f) The Card's expiry date
- g) The words "guaranteed reservation/no-show" in the Receipt's signature field

16.2.4.2. The hotel should follow the general procedures for Authorisation and submission of transactions. The hotel must send a copy of the Receipt to the Cardholder no later than three banking days after the Transaction Date.

16.2.4.3. The hotel must retain booking forms/data, including the assigned room number, for at least 20 months from the date of submission of the transaction/Receipt to Nets for settlement.

#### 16.2.5. Overbooking in cases of a guaranteed reservation

16.2.5.1. If the booked room is not at the Cardholder's disposal at the normal check-in time, the hotel must do the following without imposing additional costs on the Cardholder:

- a) Make a similar room available to the Cardholder at another hotel
- b) Arrange for transport to the other hotel

- c) Offer the Cardholder a phone call of 3 minutes' duration (domestic or international) if the Cardholder so requests
- d) Forward messages to the Cardholder's new hotel if the Cardholder so wishes

### 16.3. Prepayment/deposit

16.3.1. Should the hotel or cruise line wish to use a Card Payment as prepayment/deposit for a stay, the hotel or cruise line must comply with the following rules for prepayment/deposit.

#### 16.3.2. Cardholder's reservation

16.3.2.1. When the Cardholder reserves a room or cruise, the hotel or cruise line must register the Cardholder's name, address, telephone number, card number and the Card's expiry date, as well as the expected time of arrival and duration of the stay/cruise.

16.3.2.2. The hotel or cruise line must specify the price of the room or cruise along with the name and location of the hotel or name of the cruise ship and point of embarkation and must calculate the transaction amount on the basis of the expected duration of the stay/cruise (although subject to a maximum of 14 calendar days for hotel stays). Any deposit must be included in the total amount that the Cardholder is to pay.

16.3.2.3. The hotel or cruise line must inform the Cardholder of its cancellation policy, including whether or not the hotel or cruise line retains all or parts of the prepaid amount/deposit if the Cardholder has not cancelled the reservation by the specified cancellation deadline.

16.3.2.4. The hotel or cruise line may retain all or parts of the prepaid amount/deposit if this is permitted under relevant legislation but may not in addition perform a no-show transaction.

16.3.2.5. The hotel or cruise line must also provide the Cardholder with a booking code and advise the Cardholder to retain the code. If the Cardholder so requests, the hotel or cruise line must send a written acknowledgement to the Cardholder in the event of changes to the booking.

16.3.2.6. In order to avoid disputes etc., the hotel or cruise line should ask the Cardholder to sign the booking confirmation.

#### 16.3.3. Transaction receipts

16.3.3.1. The hotel or cruise line must issue a Receipt, which must contain the following information:

- a) The deposit
- b) The Cardholder's name, the truncated card number and the Payment Card's expiry date
- c) The Cardholder's telephone number and postal address
- d) The word "deposit" in the signature field on the Receipt
- e) The booking code
- f) The expected date of arrival

- g) The latest date and time by which the Cardholder may cancel without forfeiting the deposit
- 16.3.3.2. The hotel or cruise line must send a copy of the Receipt and the cancellation policy to the Cardholder no later than three banking days after the Transaction Date.
- 16.3.4. Cancellation and cancellation confirmation
- 16.3.4.1. The hotel or cruise line must accept all cancellations received prior to the cancellation deadline. Once a room or cruise has been cancelled prior to the cancellation deadline, the hotel or cruise line must provide the Cardholder with a cancellation code and encourage the Cardholder to write down this code.
- 16.3.4.2. On reversal of the prepaid amount/deposit, the hotel or cruise line must issue a Receipt, which must contain the following information:
- The transaction amount
  - The Cardholder's name
  - The truncated card number
  - The Payment Card's expiry date
  - The cancellation code
  - The words "deposit cancellation" in the Receipt's signature field
- 16.3.4.3. The hotel or cruise line must submit a credit transaction to Nets along with a copy of the Receipt to the Cardholder no later than three banking days after the Transaction Date.
- 16.3.5. Overbooking in cases of prepayment or deposit
- 16.3.5.1. If the booked room is not at the Cardholder's disposal at the normal check-in time, the hotel must do the following without imposing additional costs on the Cardholder:
- Credit the prepayment or the deposit amount and provide the Cardholder with a copy of the Receipt
  - Arrange a similar room for the Cardholder at another hotel for the entirety of the stay (maximum 14 days), or until such time as the booked room becomes available at the hotel. The Cardholder pays for the stay.
  - Arrange for transportation to the other hotel at the hotel's own expense
  - Offer the Cardholder a phone call of 3 minutes' duration (domestic or international) at the hotel's own expense if the Cardholder so requests
- 16.4. Express check-out**
- 16.4.1. Cardholder's approval
- 16.4.1.1. Express check-out is a type of approval that the Cardholder has given in advance, giving the hotel permission to charge the Cardholder at a later time without providing a signature on the Receipt, making it possible for the Cardholder to leave the hotel on short notice. The Payment Card must be Authorised on check-in. If the Cardholder wishes to use express check-out an express check-out agreement with the Cardholder must be obtained, e.g. in connection with the check-in registration form. The hotel must be able to provide evidence of Cardholder consent on an express check-out agreement in case of dispute. The hotel may obtain information about the requirements governing express check-out procedures from Nets.
- 16.4.2. Receipt
- 16.4.2.1. On (or after) the Cardholder's departure, the hotel should issue a Receipt containing the following information:
- The total price of the stay
  - The Cardholder's name
  - The truncated card number
  - The Payment Card's expiry date
  - The words "express check-out/SOF" in the Receipt's signature field
- 16.4.2.2. The hotel must provide or send a copy of the Receipt and the itemised hotel bill to the Cardholder within three banking days of the Cardholder's departure.
- 16.4.2.3. The hotel should follow the general procedures for Authorisation and submission of transactions. The most recently received Authorisation Code(s) must be included in the Transaction Data.
- 16.4.2.4. The hotel must retain the itemised hotel bill along with all appendices.
- 16.4.2.5. The hotel must retain this documentation for at least 20 months from the Transaction Date.
- 16.5. Authorisation and final transaction amount
- 16.5.1. Authorisation
- 16.5.1.1. The hotel or cruise line must request Authorisation or Pre-Authorisation on the day of arrival or at embarkation, or on the deposit amount's due date.
- 16.5.1.2. The authorisation amount is calculated based on the following information:
- The expected duration of the stay
  - The price of the room/cruise
  - Taxes and fees
  - The price of other services
  - The price of services charged subsequently as agreed with the Cardholder
- 16.5.1.3. The hotel or cruise line is entitled to request additional Authorisations for the difference between the amount already Authorised and the expected new amount until the time of departure or disembarkation.
- 16.5.2. Final transaction amount
- 16.5.2.1. Visa and JCB
- On check-out or disembarkation by the Cardholder, the hotel or cruise line must calculate the final transaction amount. If the final transaction amount exceeds the total amount Authorised by less than 15%, there is no need for the hotel to request further Authorisation.
- If the final transaction amount exceeds the amount already Authorised by at least 15%, the hotel must request Authorisation for the non-authorised portion

of the transaction amount. The most recently received Authorisation Code must be included in the Transaction Data sent to Nets.

#### 16.5.2.2. Mastercard and UnionPay

If the final transaction amount exceeds the original Pre-Authorisation amount for transactions with Mastercard and UnionPay, the excess amount must be Authorised.

### 16.6. Delayed Charging

16.6.1. If the Cardholder has expressly accepted this on check-in, the following items may be charged to the Cardholder's Payment Card on departure or disembarkation:

- a) The price of the room
- b) Food and beverage items, e.g. use of minibar
- c) Phone costs
- d) Other similar small amounts.

16.6.2. The hotel or cruise line must write "SOF" (signature on file) in the signature field. The transaction must be submitted to Nets as quickly as possible and no later than 60 calendar days after the Cardholder's stay. The hotel or cruise line must send a copy of the Receipt to the Cardholder along with documentation of the amount no later than by the time of submission to Nets.

## 17. SPECIAL TERMS AND CONDITIONS FOR CASH WITHDRAWALS, PURCHASES OF FOREIGN CURRENCY AND SALES OF CHIPS

### 17.1. Introduction

17.1.1. The terms of this section 17 are only applicable to cash withdrawals, purchases of foreign currency and sales of chips in casinos. In case of conflict between the General Terms and Conditions and the terms laid down in this section, the terms of this section will take precedence.

17.1.2. Cash must only be paid out by banks and by currency exchange offices. The General Terms and Conditions also apply.

### 17.2. Procedure

17.2.1. Cash withdrawals, the purchase of foreign currency and the sale of chips in casinos must only take place at EMV payment terminals with an online connection to Nets. All transactions must be Authorised.

17.2.2. In addition, the following procedures must be observed for each transaction:

- a) The Merchant must verify the Cardholder's identity by requesting presentation of an official photo ID, possibly including a signature (e.g. passport or driving licence).
- b) The Merchant must manually write the following information on the payment terminal receipt:

The four digits printed on the front of the Payment Card (if present)

- The type of ID presented
- The ID serial number
- Any expiry date on the ID card (must not have expired)
- The Place of issue – city and/or country – of the ID
- The Cardholder's name

The signature or stamp of the sales assistant

17.2.3. Visa

17.2.3.1. All of the above information must appear on the Receipt.

17.2.3.2. For signature-based transactions, the Merchant must compare the Cardholder's signature on the Receipt with the signature appearing on the Payment Card and ID, if the ID has a signature field. If the signatures are not matching, the transaction must not be carried out.

## 18. SPECIAL TERMS AND CONDITIONS FOR CONTACTLESS PAYMENTS

### 18.1. Introduction

18.1.1. The terms of this section 18 apply to Contactless Payments. The General Terms and Conditions also apply. In case of conflict between the General Terms and Conditions and the terms laid down in this section, the terms of this section will take precedence.

### 18.2. Payment terminal requirements

18.2.1. Contactless Payments are offered as an additional feature for Merchants that have payment terminals with approved Contactless Payment functionality.

18.2.2. The Merchant is responsible for ensuring that the technical configuration of the payment terminals/contactless card readers used for Contactless Payments at all times comply with the Agreement and possess technical characteristics that comply with EMV Contactless Specifications, which are available at [www.emvco.com](http://www.emvco.com). The Merchant is liable for any losses that may arise as a result of improper technical configuration, cf. section 9 (Liability etc.).

### 18.3. Receipt

18.3.1. The payment terminal must be able to print Receipts for Contactless Payments. A Receipt must be printed at the Cardholder's request.

### 18.4. Transaction limit

18.4.1. The transaction limits for use of Contactless Payments are established by the Card Organisations and are subject to change without notice at any time. Currently prevailing transaction limits can be found in the Merchant Instructions at [nets.eu/payments](http://nets.eu/payments).

18.4.2. Cardholder Authentications are not required on completion of Contactless Payments, unless the transaction amount exceeds the applicable transaction limit, or if the payment terminal prompts Cardholder Authentication.

- 18.4.3. Card Payments that exceed the prevailing transaction limits must be completed by performing Cardholder Authentication by means of PIN entry.
- 18.4.4. Transactions completed with another approved payment device, e.g. a smartphone, and which exceed the prevailing transaction limits, must be completed by Authenticating the Cardholder using the security precautions associated with the given payment device. When a smartphone is used as a payment device, the Cardholder is verified through the entry of a password on their smartphone. The instructions appearing on the payment terminal must be followed at all times.

## 18.5. Settlement

- 18.5.1. Nets undertakes to settle all Contactless Payments provided that the provisions of the Agreement are complied with and that the maximum transaction limits for Contactless Payments prevailing at any given time are not exceeded.

## 19. SPECIAL TERMS AND CONDITIONS FOR STORED CARDS AND APP PAYMENTS

### 19.1. Introduction

- 19.1.1. The terms of this section 19 apply to Merchants that offer a Stored Card function in their webshops or App Payments. The General Terms and Conditions also apply. In case of conflict between the General Terms and Conditions and the terms laid down in this section, the terms of this section will take precedence.
- 19.1.2. In order to offer a Stored Card or App Payment function, the Merchant must have entered into an agreement with Nets on E-commerce Transaction. An option must be provided for non-registered customers to pay using Payment Cards.
- 19.1.3. Stored Card or App Payments may be offered as an alternative payment method for Cardholders who have created a customer profile, provided that this payment method is available through the Merchant's payment solution.

### 19.2. Registration

- 19.2.1. The Cardholder must create a username and password on the Merchant's website or in the user interface.
- 19.2.2. The Cardholder must give their consent to Card Data being retained by the Merchant's supplier of payment solutions.
- 19.2.3. The Merchant's supplier of payment solutions must be PCI DSS-certified, and Card Data must be processed, stored and transmitted in accordance with PCI DSS. The Merchant must ensure that the supplier of payment solutions deletes the stored Card Data at the Cardholder's request.
- 19.2.4. The website or user interface where the Cardholder enters their username and password must use approved encrypted data storage and an encrypted connection, in order to prevent unauthorised parties from gaining access to this information.

- 19.2.5. Nets may impose requirements regarding the Merchant's validation of the Cardholder's information at the time of registration.

### 19.3. Password requirements

- 19.3.1. The password must consist of a combination of uppercase and lowercase letters and numbers/symbols, and must comprise at least seven characters for Stored Cards, and at least four characters for the App function, unless otherwise agreed in writing with Nets. After six failed attempts, access must be blocked.
- 19.3.2. The password and username must not be identical. The password must not be the same as any of the four most recent passwords used by the Cardholder.

### 19.4. Security requirements

- 19.4.1. Once the Cardholder has entered their password, the Cardholder must only remain logged in for as long as the browser window remains open. If the browser window is closed, the Cardholder must log in again. A time limit must be configured to limit how long the browser window can remain open without any activity (timeout). This time limit must not exceed 15 minutes. If the time limit is exceeded, the Cardholder must be logged out automatically.
- 19.4.2. For App Payments, the Cardholder must be logged out automatically when the Cardholder closes the application. The Cardholder must then log in again. A time limit must be configured to limit how long the Cardholder can be logged in without any activity (timeout). This time limit must not exceed 15 minutes. If the time limit is exceeded, the Cardholder must be logged out automatically.
- 19.4.3. Using applications to store passwords is not allowed.

### 19.5. Authentication

- 19.5.1. At the time of the first transaction, full Authentication using 3-D Secure is required, unless otherwise agreed in writing with Nets.

### 19.6. Information on the payment screen

- 19.6.1. The Merchant must display on the payment screen both the:
- Last four digits of the account number or token, and
  - The card scheme brand

### 19.7. Receipt

- 19.7.1. An Electronic Receipt must be sent to the Cardholder by e-mail once the purchase has been completed.

### 19.8. Changes

- 19.8.1. If the Cardholder wishes to change information related to their account or Payment Card, the Cardholder must be Authenticated again using 3-D Secure, unless otherwise agreed in writing with Nets.

### 19.9. Storage of customer data

- 19.9.1. The Merchant must store all customer data, such as usernames and passwords, in a proper manner that prevents Cardholder accounts or information from being compromised.



19.9.2. The password must be hashed or encrypted.

#### **19.10. Limit**

19.10.1. Nets may require that a daily limit be imposed on each Payment Card. The Merchant must ensure that its payment solution provider is able to handle such limits, including implementation of the same.

## **20. SPECIAL TERMS AND CONDITIONS FOR RECURRING PAYMENTS**

### **20.1. Introduction**

20.1.1. The terms of this section 20 apply to Companies that offer Recurring Payments in connection with E-commerce. The General Terms and Conditions also apply. In case of conflict between the General Terms and Conditions and the terms laid down in this section, the terms of this section will take precedence.

20.1.2. In order to offer Recurring Payments, the Merchant must have entered into an agreement with Nets on E-commerce Transactions.

20.1.3. It is the Merchant's responsibility to ensure that their payment solution provider marks the transactions correct, including submitting the transaction indicator for recurring payments.

### **20.2. The Merchant's terms of Recurring Payments**

20.2.1. An agreement must be entered into between the Merchant and the Cardholder giving the Merchant permission to complete transactions with the Cardholder's Card Data. The agreement must include:

- a) The last four digits of the card number
- b) The Payment Card's expiry date
- c) Information about the criteria for completion of transactions with the Cardholder's card number
- d) Description of the products/services
- e) Merchant name
- f) Merchant location
- g) Information about how a Receipt will be provided/made available
- h) Information about the Cardholder's liability
- i) Information about the procedure for renewing or deleting the card number
- j) Information about the procedure for discontinuing/terminating the subscription
- k) The Cardholder's acceptance of the customer terms and conditions, including:
  - Acceptance of the criteria for completion of transactions with the Cardholder's Payment Card
  - Acceptance of the amount and Transaction Currency
  - Acceptance of the date for the charging of the Payment Card
  - The period between the recurring transactions must not exceed 12 months

20.2.2. For the first transaction, full Authentication using 3-D Secure is required, unless otherwise agreed in writing with Nets.

20.2.3. The Payment Card's Security Code must under no circumstances be recorded or stored after Authorisation of the initial Card Payment.

20.2.4. The agreement on Recurring Payments must either be signed by the Cardholder or accepted directly on the Merchant's website with subsequent written confirmation provided to the Cardholder. The terms and conditions and prices must be accessible to the Cardholder on sign-up.

### **20.3. Procedure for renewal and deletion of Card Data**

20.3.1. The Merchant must employ a secure procedure for registering, renewing and deleting Card Data, and for handling expired Payment Cards.

20.3.2. The Merchant's procedure for deleting Card Data must provide for the deletion of the information from the customer register immediately after the Cardholder makes a request to this effect.

20.3.3. The Merchant must inform Nets if the Merchant stops offering Recurring Payments.

## **21. SPECIAL TERMS AND CONDITIONS FOR DIGITAL WALLET**

### **21.1. Introduction**

21.1.1. The terms of this section 21 apply to Merchants that offer payments with a Digital Wallet. The General Terms and Conditions also apply. In case of conflict between the General Terms and Conditions and the terms laid down in this section, the terms of this section will take precedence.

21.1.2. In order to offer Digital Wallet Payments, the Merchant must have entered into an agreement with Nets on E-Commerce Transactions.

21.1.3. A Digital Wallet payment is the completion of a payment where the Cardholder has stored their Card Data in a Digital Wallet, and these stored Card Data are used to complete a purchase using a token corresponding to the relevant card number in the Digital Wallet. If Digital Wallet payments are completed without using 3-D Secure, the Merchant is liable for all chargebacks.

21.1.4. A Digital Wallet payment is completed between the Cardholder and the Merchant, or between the Cardholder and the provider of the Digital Wallet. If a Digital Wallet payment is made to the provider of the Digital Wallet, the amount transferred may subsequently be used to complete payments to companies that have entered into an agreement with the provider of the Digital Wallet.

21.1.5. The transactions are settled by Nets to the Merchant as Card Payments.

### **21.2. Payment solution requirements for payments with Digital Wallet**

21.2.1. The Merchant must display the payment button for the Digital Wallet.



- 21.2.2. The payment transaction must be initiated by the Cardholder using the payment button. No authorisation requests must be sent without the Cardholder's acknowledgement of the transaction.
- 21.2.3. The Merchant is responsible for ensuring that the payment solution is correctly implemented and that it complies with Nets' requirements, including but not limited to Authorisation and tagging of transactions.
- 21.2.4. The Merchant may only use Digital Wallet providers approved by Nets and registered with the Card Organisations.

### 21.3. Receipt

- 21.3.1. Once the transaction is complete, a Receipt must be sent to the Cardholder.

### 21.4. Other provisions

- 21.4.1. Nets is entitled to suspend the Digital Wallet payment service at the Merchant or require that the Merchant suspend the usage of the Digital Wallet at the request of one or more Card Organisations, as a result of regulatory requirements and/or in order to avoid documented substantial security risks or harm to Nets' brand or the Card Organisations' brand.

## 22. SPECIAL TERMS AND CONDITIONS FOR LINK PAYMENT

### 22.1. Introduction

- 22.1.1. The terms of this section 22 apply to Merchants that offer payments with Link Payment. The General Terms and Conditions also apply. In case of conflict between the General Terms and Conditions and the terms laid down in this section 22, the terms of this section 22 will take precedence.

### 22.2. General

- 22.2.1. In order to offer Link Payment, the Merchant must have entered into an agreement with Nets on E-Commerce Transactions.

### 22.3. Information to the Cardholder

- 22.3.1. The Merchant shall as a minimum provide the Cardholder with the following content in the payment window:
- A description of the product or service to be delivered by the Merchant
  - The Merchant's name, company registration number and address (including country)
  - E-mail address and telephone number for customer service or similar department
  - The amount to be paid by the Cardholder, specified on prices, taxes, shipping costs and fees
  - The Merchant's General terms and conditions, including the rules related to Cardholder's right of cancellation, delivery and payment
  - A "click to accept" button or another type of confirmation function on the website whereby the Cardholder is required to accept the conditions governing return policy of the products.

- It shall be evident on that the Cardholder is able to pay using Payment Cards
- The trademarks of the Payment Cards that the Merchant accepts as means of payment must be apparent. The trademarks must also be displayed in the place where the Cardholder chooses the payment method.
  - Transaction Currency
  - Export restrictions (if any)

### 22.4. Receipt

- 22.4.1. An Electronic Receipt must be sent to the Cardholder by e-mail once the purchase has been completed.

## 23. SPECIAL TERMS AND CONDITIONS FOR MERCHANT OUTLETS IN DENMARK

### 23.1. Introduction

- 23.1.1. The terms of this section 23 apply to Merchant Outlets in Denmark. The General Terms and Conditions also apply. In case of conflict between the General Terms and Conditions and the terms laid down in this section, the terms of this section will take precedence.

### 23.2. Nets in Denmark

- 23.2.1. Nets operates in Denmark by Nets Denmark A/S, business registration no. 20 01 61 75, Klausdalsbrovej 601, DK-2750 Ballerup, Denmark. Nets can be contacted via the website [nets.eu/payments](https://nets.eu/payments). Communication with Nets can be in either English or Danish.

- 23.2.2. Nets is under the supervision of the Danish Financial Supervisory Authority and is registered in its register under FT no. 22002. Complaints concerning Nets as a payment institution may be submitted to the Danish Financial Supervisory Authority using the contact details on the authority's website [www.finanstilsynet.dk](https://www.finanstilsynet.dk). For other possible out-of-court and redress procedures, please refer to the website [nets.eu/payments](https://nets.eu/payments).

- 23.2.3. In case of conflict between the various language versions of these terms, the Danish version takes precedence.

### 23.3. Choice of law and disputes

- 23.3.1. The agreement is subject to Danish law. Any disputes that arise between the parties and which cannot be resolved through negotiation may be brought before the Danish courts, in which case Glostrup City Court will be the venue.

## 24. SPECIAL TERMS AND CONDITIONS FOR MERCHANT OUTLETS IN FINLAND

### 24.1. Introduction

- 24.1.1. The terms of this section 24 apply to Merchant Outlets in Finland. The General Terms and Conditions also apply. In case of conflict between the General Terms and Conditions and the terms laid down in this section, the terms of this section will take precedence.

### 24.2. Nets in Finland

- 24.2.1. Nets operates in Finland by Nets Denmark A/S, Finnish Branch, business registration no. 2858201-4, Teol-

lisuuskatu 21, FI - 00510 Helsinki, Finland. Nets can be contacted via the website [nets.eu/payments](https://nets.eu/payments). Communication with Nets can be in either Finnish, Swedish or English.

24.2.2. Nets is under the supervision of the Danish Financial Supervisory Authority and is registered in its register under FT no. 22002. Complaints concerning Nets as a payment institution may be submitted to the Danish Financial Supervisory Authority using the contact details on the authority's website [www.finanstilsynet.dk](https://www.finanstilsynet.dk). For other possible out-of-court and redress procedures, please refer to the website [nets.eu/payments](https://nets.eu/payments).

24.2.3. In case of conflict between the various language versions of these terms, the Finnish version takes precedence.

### **24.3. Settlement period**

24.3.1. The settlement period will be calculated from the banking day when the Transaction data has been received by Nets. The Transaction data must be received by Nets no later than at 19:00 in order to be deemed to have been received on that banking day.

### **24.4. Authorisation of transactions**

24.4.1. The Merchant shall always perform authorisation of a payment transaction if the amount is equal to or exceeds the Authorisation Limit set by Nets for the Merchant Outlet in question or the Authorisation Limit set by the issuer for a certain Payment Card or if the transaction type requires an Authorisation unless otherwise agreed in writing with Nets.

24.4.2. In E-Commerce, Card Not Present-Transactions must always be authorised.

### **24.5. Cashback in shops**

24.5.1. Cashback in shops in conjunction with the use of a Payment Card is only permitted if it takes place in connection with a Card Payment for the purchase of products or services. The Payment Card must have been issued in Finland and the transaction currency must be EUR.

24.5.2. Regardless of the amount, Authorisation for cashback must always take place online, and the transaction must be completed using a PIN. The Authorisation amount must include both the purchase price of the product or service and the cash amount paid out as "cashback".

24.5.3. The amount of cashback must not exceed the maximum amount set out in the Merchant Instructions.

24.5.4. The Receipt must show the purchase amount and the cashback amount separately.

24.5.5. No merchant commission is charged for cash withdrawals made in connection with cashback transactions on cashback certified payment terminals. However, for the purchase portion of the transaction, a merchant commission will be charged, in accordance with commission rates for transactions.

### **24.6. Choice of law and disputes**

24.6.1. The agreement is subject to Finnish law excluding its choice of law provisions. Any disputes that arise between the parties and which cannot be resolved through negotiation may be brought before the Finnish courts, in which case Helsinki District Court will be the court of first instance.

## **25. SPECIAL TERMS AND CONDITIONS FOR MERCHANT OUTLETS IN NORWAY**

### **25.1. Introduction**

25.1.1. The terms of this section 25 apply to Merchant Outlets in Norway. The General Terms and Conditions also apply. In case of conflict between the General Terms and Conditions and the terms laid down in this section, the terms of this section will take precedence.

### **25.2. Nets in Norway**

25.2.1. Nets operates in Norway by Nets Branch Norway, business registration no. 996 345 734, Hoffsvæien 1 E, NO-0275 Oslo. Nets can be contacted via the website [nets.eu/payments](https://nets.eu/payments). Communication with Nets can be in either English or Norwegian.

25.2.2. Nets is under the supervision of the Danish Financial Supervisory Authority and is registered in its register under FT no. 22002. Complaints concerning Nets as a payment institution may be submitted to the Danish Financial Supervisory Authority using the contact details on the authority's website [www.finanstilsynet.dk](https://www.finanstilsynet.dk). For other possible out-of-court and redress procedures, please refer to the website [nets.eu/payments](https://nets.eu/payments).

25.2.3. In case of conflict between the various language versions of these terms and conditions, the Norwegian version takes precedence.

### **25.3. Choice of law and disputes**

25.3.1. The Agreement is subject to Norwegian law. Any disputes that arise between the parties and which cannot be resolved through negotiation may be brought before a Norwegian court, in which case Oslo City Court will be the venue.

## **26. SPECIAL TERMS AND CONDITIONS FOR MERCHANT OUTLETS IN SWEDEN**

### **26.1. Introduction**

26.1.1. The terms of this section 26 apply to Merchant Outlets in Sweden. The General Terms and Conditions also apply. In case of conflict between the General Terms and Conditions and the terms laid down in this section, the terms of this section will take precedence.

### **26.2. Nets in Sweden**

26.2.1. Nets operates in Sweden by Nets Branch Sweden, business registration no. 516407-4709,

26.2.2. Lumaparksvägen 11, SE-120 31 Stockholm. Nets can be contacted via the website [nets.eu/payments](https://nets.eu/payments).

26.2.3. Communication with Nets can be in either English or Swedish.

26.2.4. Nets is under the supervision of the Danish Financial Supervisory Authority and is registered in its register under FT no. 22002. Complaints concerning Nets as a payment institution may be submitted to the Danish Financial Supervisory Authority using the contact details on the authority's website [www.finanstilsynet.dk](http://www.finanstilsynet.dk). For other possible out-of-court and redress procedures, please refer to the website [nets.eu/payments](http://nets.eu/payments)

26.2.5. In case of conflict between the various language versions of these terms, the Swedish version takes precedence.

### **26.3. Payment by Autogiro**

26.3.1. General

26.3.1.1. This section only applies to payments made through Autogiro.

26.3.1.2. In this section a Banking day shall mean a day where banks in Sweden generally are open for the public for carrying on substantially all of their banking functions.

26.3.1.3. Autogiro is a payment service ensuring that payments are completed from the Merchant's bank account at Nets' initiative. Autogiro can only be used for Swedish bank accounts and for settlement in SEK. In order for the Merchant to pay by Autogiro, the Merchant must have given its consent to Nets for Nets to collect payments from the Merchant's bank account. In addition, the Merchant's payment service provider (e.g. bank or financial institution) must approve the bank account being used for Autogiro, and Nets must approve the Merchant as an Autogiro user.

26.3.1.4. The Merchant's payment service provider is under no obligation to verify the Authorisation beforehand or to notify the Merchant of the requested withdrawal. Withdrawals are debited to the Merchant's bank account in accordance with the rules practised by the Merchant's payment service provider. The Merchant receives notification of withdrawals from its payment solution provider. At the Merchant's request, the payment agreement may be transferred to another bank account held with the payment service provider or to a bank account held with a different payment service provider.

26.3.2. Information about payment

26.3.2.1. Nets will inform the Merchant of amounts, due dates and means of payment no later than eight banking days before the due date. This information may be provided before each individual due date or all at once with respect to multiple future due dates. If the information concerns multiple future dates, it must be provided no later than eight banking days before the first due date. However, this does not apply in cases where the Merchant has approved the withdrawal in connection with a purchase or order of a product or service. In such cases, the Merchant will receive notification from Nets regarding the amount, due date and means of payment in connection with the purchase and/or order. By signing this Agreement, the Merchant gives

its consent to payments being completed in accordance with Nets' notification pursuant to this clause.

26.3.3. There must be sufficient funds in the bank account

26.3.3.1. The Merchant must ensure that there are sufficient funds in the bank account no later than by 0.01 am on the due date. If there are not sufficient funds in the Merchant's bank account on the due date, this may make it impossible for payments to be completed. If there are not sufficient funds to cover payments on the due date, Nets is entitled to attempt multiple withdrawals on the subsequent banking days. The Merchant may ask Nets for information about the number of attempted withdrawals.

26.3.4. Stop payment (cancellation of payment instruction)

26.3.4.1. The Merchant may cancel a payment either by contacting Nets no later than two banking days before the due date or by contacting its payment service provider no later than the banking day prior to the due date, by the time indicated by the payment service provider. If the Merchant cancels a payment in accordance with the above, the payment in question will be cancelled. If the Merchant wishes all future payments initiated by Nets to be stopped, the Merchant must cancel the payment agreement.

26.3.5. Validity period of the payment agreement, cancellation

26.3.5.1. This payment agreement remains valid until otherwise agreed. The Merchant is entitled to cancel the payment agreement at any time by contacting Nets or its payment service provider. In order to stop payments that have not yet been affected, notice of cancellation of the payment agreement must be received by Nets no later than five banking days before the due date, or must reach the Merchant's payment service provider no later than the banking day preceding the due date, and by the time specified by the payment service provider.

26.3.6. Nets' and the Merchant's payment service provider's right to terminate the Autogiro arrangement

26.3.6.1. Nets is entitled to terminate the Merchant's autogiro arrangement 30 calendar days after Nets has notified the Merchant in this regard. However, Nets is entitled to terminate the Merchant's Autogiro arrangement with immediate effect if the Merchant has had insufficient funds in its bank account on the due date on multiple occasions, if the bank account to which the payment agreement relates is closed or if Nets deems that the Merchant should not have an Autogiro arrangement for other reasons.

26.3.6.2. The Merchant's payment service provider is entitled to terminate the Merchant's Autogiro arrangement in accordance with the terms applicable to the Merchant's payment service provider and to the Merchant.

### **26.4. Cashback in shops**

26.4.1. Cashback in shops in conjunction with the use of a Payment Card is only permitted if it takes place in connection with a Card Payment for the purchase of

products or services. The Payment Card must have been issued in Sweden and the transaction currency must be SEK.

- 26.4.2. Regardless of the amount, Authorisation for cashback must always take place online, and if the transaction is not completed using a PIN, the Merchant must verify the Cardholder's identity. The Authorisation amount must include both the purchase price of the product or service and the cash amount paid out as "cashback".
- 26.4.3. The amount of cashback must not exceed the maximum amount set out in the Merchant Instruction.
- 26.4.4. Cardholder verification for domestic Card Present-Transactions where PIN is not applicable
- 26.4.5. For domestic Card Present-Transactions, if PIN is not applicable, and the transaction amount is higher than SEK 200, the Cardholder's identity must be verified by presenting a photo identification, and by matching the signature on the Receipt to the signature on the Card and the identification presented. The Merchant must also verify that the photo on the identification matches the Cardholder. The identification number must be noted on the Receipt. The identity verification is not required for the following;
  - a) Credit transactions
  - b) Transactions performed in Cardholder-Activated Terminals
  - c) Contactless Payments

## **26.5 Presentation of payment methods in eCommerce**

- 26.5.1. The Merchant shall in eCommerce present available payment methods to consumers in compliance with the requirements set out in Chapter 7 a, 1 § of the Swedish Payment Services Act (7 a kap., 1 § Lag (2010:751) om betaltjänster). The Merchant is responsible and liable for such compliance, which includes but is not limited to liability for any costs or sanctions imposed on Nets as a result of the Merchant's non-compliance.

## **26.6. Choice of law and disputes**

- 26.6.1. The Agreement is subject to Swedish law. Any dispute arising in connection with the Agreement and which cannot be resolved through negotiation shall be resolved by Swedish courts in which case Stockholm City Court shall be the venue.

## **27. SPECIAL TERMS AND CONDITIONS FOR MERCHANT OUTLETS IN COUNTRIES OTHER THAN DENMARK, FINLAND, NORWAY AND SWEDEN**

### **27.1. Introduction**

- 27.1.1. The terms of this section 27 apply to Merchant Outlets in other countries than Denmark, Finland, Norway and Sweden. The General Terms and Conditions also apply. In case of conflict between the General Terms and Conditions and the terms laid down in this section 27, the terms of this section 27 will take precedence.

## **27.2. Choice of law and jurisdiction**

- 27.2.1. The Agreement is subject to Danish law. Any disputes that arise between the parties and which cannot be resolved through negotiat

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