

# Nets Easy – Special Terms

## Dankort

JANUARY 2022

### 1. INTRODUCTION

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

### 2. DEFINITIONS

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

#### **Cardholder**

The holder of a Dankort.

#### **Card Payment**

A Transaction between the Cardholder and the Merchant using Dankort.

#### **Dankort**

A Dankort payment instrument issued in accordance with the Dankort Scheme rules.

### 3. NETS' ROLE

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

### 4. GENERAL REQUIREMENTS

#### **4.1. General Merchant requirements**

- 4.1.1. The Merchant shall be established and registered in Denmark.
- 4.1.2. The Merchant Outlet shall be available in a Danish language version and directed towards Danish End Customers.

#### **4.2. Accepting Dankort**

- 4.2.1. The Merchant may not refuse to accept Dankort with reference to the issuer's or the End Customer's identity.
- 4.2.2. All payments must be completed in Danish kroner.
- 4.2.3. The transaction amount must not be rounded off.
- 4.2.4. Dankort Secured by Nets will be used for transactions completed with Dankort.

#### **4.3. Security requirements**

- 4.3.1. To the extent that the Merchant and/or its external suppliers process – including transmitting or storing – Dankort data, the Merchant must ensure compliance with the security requirements in force from time to time, including PCI DSS.

#### **4.4. Retention period applicable to Dankort card and Transaction data**

- 4.4.1. In consideration of End Customer disputes, etc., the Merchant must retain transaction documentation, including signed vouchers, for twenty (20) months from the date of Payment.
- 4.4.2. Storage requirements also apply if the Merchant has ceased trading
- 4.4.3. Once the retention period has expired, the transaction documentation/memoranda must be suitably destroyed, cf. PCI DSS, in such a manner that unauthorised parties are unable to gain access to the data contained in the documentation. Any media, such as hard disks, floppy disks and magnetic tapes, containing Transaction data must be erased, overwritten (a minimum of eight times) or destroyed before the equipment can be transferred or discarded.

### 5. PAYMENT GUARANTEE

- 5.1. Nets warrants to the Merchant that transactions completed by connection to Nets (online payment transactions) covered by this Agreement will be honoured up to DKK 2,000 where there are insufficient funds on End Customer's bank account from which the Dankort payment is deducted.
- 5.2. If there are insufficient funds for the transaction on the End Customer's account, the amount exceeding the payment guarantee may be debited directly from the Merchant's settlement amount.
- 5.3. If the Dankort payment is divided into two or more payments (serial transactions), the guarantee limits remain unchanged in respect of the combined payment.

- 5.4. The above-mentioned payment guarantee does not apply if:
- The Merchant knew or should have known that the End Customer was not entitled to use the card.
  - The Merchant did not complete the transaction in accordance with the Agreement, including attempting to have payments honoured by Nets under this Agreement where such transactions originate from the End Customer's purchases from other companies.
  - The card issuer/End Customer disputes the Card Payment and the dispute is not refused
  - The Transaction exceeds the amount accepted by the End Customer.
  - The Merchant has not submitted the Transaction for settlement with Nets before expiry of the deadline set out in the Agreement.
  - The Merchant has received a Transaction which was not registered as active with Nets at the time of payment.
  - The Merchant provides debt collection services.
  - the Cardholder claims that the payment was made by a non-authorized third party (third party fraud)
  - the Cardholder claims that the product and service the Cardholder purchased from the Merchant was not delivered

5.5. If the payment guarantee does not apply due to the circumstances cited above, the full amount may be debited directly from the settlement amount to the Merchant.

## 6. DISPUTED PAYMENTS

### 6.1. End Customer disputes

- 6.1.1. If Nets receives an End Customer dispute regarding a Card Payment and Nets cannot reject the dispute as unjustified, then Nets may withdraw the amount due, with the addition of fees, from the Merchant's settlement amount in accordance with the rules below. If there are insufficient funds in the Merchant's bank account, Nets may invoice the Merchant.
- 6.1.2. The Merchant is under an obligation to respond to all disputes from an End Customer.
- 6.1.3. If Nets receives an End Customer dispute where the End Customer claims that the End Customer did not make the Card Payment, Nets may withdraw the disputed amount from the Merchant's bank account or settlement amount.
- 6.1.4. If Nets receives an End Customer dispute where the End Customer claims that, in connection with purchases of goods and services through distance selling:
- The Card Payment exceeds the amount accepted by the End Customer, or
  - the goods/services ordered were not delivered, for example, or
  - the End Customer or the recipient of the product/service in connection with online shopping, mail

order or telephone order is making use of a statutory or contractual right of cancellation,

and the Merchant has not repaid the disputed amount, Nets may withdraw the amount from the Merchant's bank account. The payment guarantees do not apply to such End Customer disputes.

- 6.1.5. If Nets receives notification that the End Customer claims that the End Customer did not know the exact amount on approval of the Card Payment, and the Card Payment exceeds the amount that the End Customer could reasonably expect to be deducted, Nets may withdraw the full amount of the transaction from the Merchant's bank account. The payment guarantees do not apply to such End Customer disputes.
- 6.1.6. The Merchant will be charged upon receipt of the End Customer dispute.
- 6.1.7. The Merchant may pay a fee to Nets for Nets' processing of justified End Customer disputes. The size of the fee is set out in the price list.
- 6.1.8. End Customer disputes may be sent to the Merchant up to fourteen (14) months after the transaction was completed or when goods or services was expected to be delivered.

### 6.2. Documentation of End Customer disputes

- 6.2.1. If the Merchant disagrees with the charge, the Merchant must contact Nets within thirty (30) days with documentation showing the basis for refuting the End Customer dispute.
- 6.2.2. If Nets requests documentation of the payment, the Merchant must deliver this to Nets by the expiry of the time limit stated in the request (7-14 calendar days). If, on the basis of this documentation, Nets is able to reject the End Customer dispute, the amount will be recredited to the Merchant's bank account.
- 6.2.3. If the Merchant fails to provide the documentation as stated in the request, Nets can uphold the chargeback.
- 6.2.4. Nets is under no obligation to provide the Merchant with documentation of the End Customer dispute.

## 7. DOCUMENTATION OF PAYMENT

- 7.1. At Nets' request, the Merchant shall provide documentary evidence of payment, such as a copy of a receipt, a rental contract for car rental, a subscription agreement, etc., forming the basis of the payment.
- 7.2. The Merchant must deliver the documentation to Nets by the expiry of the time limit set out in Nets' request for documentation (7-14 calendar days).
- 7.3. If the Merchant does not submit the necessary documentation, the payment may be immediately withdrawn from the Merchant's bank account.
- 7.4. If, on the basis of a request for documentation of a payment, the Merchant completes a credit transaction, the Merchant must inform Nets to this effect within the time limit specified above.

## **8. USE AND SUBMISSION OF DANKORT DATA AND TRANSACTION DATA**

- 8.1. The Merchant may only use Data to complete payments. Therefore, Dankort and/or Data must not be used for identification of customers in connection with access control, etc.
- 8.2. The Merchant may only submit Transaction Data to Nets originating from payments completed by the Merchant and may not assign Data, including vouchers, to a third party.
- 8.3. The Merchant warrants that the Transaction Data submitted to Nets is genuine and correct.
- 8.4. The Merchant must submit Transaction data to Nets as quickly as possible. Transaction data must be in Nets' possession no later than the seventh calendar day after the transaction date. However, the Merchant may not submit Transaction data to Nets for settlement until the goods/services have been dispatched or delivered to the End Customer or the End Customer's designated recipient.
- 8.5. Nets may refuse to process, or honour Card Payments submitted after expiry of the time limit.
- 8.6. It is the Merchant's responsibility to ensure that transactions are submitted to Nets, and that transactions are submitted in accordance with the time limits.
- 8.7. The Merchant may not pass on Transaction Data to other parties unless this is necessary for the purpose of correcting Card Payments, for law enforcement purposes or in response to other legislation.
- 8.8. Costs relating to control request and submission of Transaction Data between Nets and the Merchant shall be paid by the Merchant.

## **9. CANCELLATION OF A PAYMENT**

- 9.1. If a Transaction was a mistake, the Merchant must cancel the Transaction, if possible. If cancellation is not possible, the Merchant must complete a credit transaction. If this cannot be done, the Merchant must contact Nets.

- 9.2. The Merchant must hand over/submit a receipt for the credit transaction to the End Customer.

## **10. RETURNS**

- 10.1. If the End Customer or recipient of the goods/service exercises a statutory right of cancellation for sales online, mail order or telephone orders, or if the End Customer exercises any other agreed right of cancellation, the Merchant must complete a credit transaction or otherwise recompense the End Customer for the amount pursuant to written agreement with Nets.

## **11. SETTLEMENT**

- 11.1. The Card Payments will be settled to the Merchant as part of the settlement on the Service.
- 11.2. Settlement is in batches (bundles) or as single items (per transaction).

## **12. ACCOUNTING AND REPORTS FOR CARD PAYMENTS**

- 12.1. Nets shall provide the Merchant with the following information at least once a month for the Transactions implemented by the Merchant during the previous period:
  - a) A reference number to the card transaction.
  - b) The amount of the transaction and the currency in which the Merchant's bank account is credited.
  - c) The amount of any fees for the individual card transaction, where the fees are divided into service fees and interchange fees, if applicable.
- 12.2. The information may be provided via Nets' portal in a format that allows the Merchant to store and recreate the information in unchanged format, such as in PDF format.
- 12.3. The Merchant has consented that the information may be aggregated by trademark, application, card category, and the interchange fee that is applicable to the card transactions.

## **13. PERSONAL DATA**

- 13.1. Neither Party is processing Personal Data on behalf of the other Party in connection with Nets' delivery of Dankort Payment to the Merchant.
- 13.2. Information on Nets' general handling of Personal Data is stated in the General Terms.