



## **Dankort Merchant Agreement General Terms and Conditions**

*This is an 'office translation' of Betalingskortaftale for Dankort Generelle Vilkår provided for information reasons only. The Danish version of the document is the only legally valid version. In case of differences between the English and Danish versions the Danish version shall take precedence.*

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## 1. DEFINITIONS

### **Notification**

Information on settlement of turnover or withdrawals based on the amounts the company must pay to Nets, e.g. annual subscription.

### **Agreement**

The merchant agreement (agreement form), the present terms, the price list (available at [dankort.dk](http://dankort.dk)) and the overview of interbank and scheme fees (available at [dankort.dk/interbankogscheme](http://dankort.dk/interbankogscheme)).

### **Recurrent payments**

Recurrent payments allow the company to complete payments automatically with stored Dankort data at regular intervals. Recurrent payments are initiated by the company.

### **Payment**

Payment with a Dankort card.

### **Payment gateway**

The communication channel used for sending payments to Nets.

### **Payment card agreement**

The merchant agreement (the agreement form) concluded between the company and Nets.

### **Payment solution**

The payment module or the payment terminal used for accepting Dankort in Card Present and Card Not Present transactions.

### **Chargeback**

Chargeback from the company of an amount

disputed by a cardholder or card issuer.

### **Dankort**

Dankort, Dankort on Your Mobile and the Dankort element of Visa/Dankort.

### **Dankort Secured by Nets**

Security solution for Internet payments using Dankort.

### **Digital wallet**

A digital wallet is a software solution where the cardholder registers his/her card details with the purpose of making payments to one or more companies.

### **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)

### **Loyalty programmes**

Loyalty programmes are a collective term used for solutions in which companies allow cardholders associated with a loyalty programme to either earn bonus points, etc., or contribute to a charitable cause using Dankort.

### **Card Present transactions**

Card present transactions mean completion of a payment that requires the physical presence and participation of the cardholder and a sales assistant from the company.

### **Card on file**

Payment method in which cardholders have registered their card with the company so that subsequent payments can be initiated and approved by the cardholder using a special password.



### **General Terms and Conditions**

The terms and conditions set out in sections 1–22 of these terms and conditions.

### **Contactless payment**

Transactions to be completed with a contactless payment device, such as Dankort or a smartphone, by means of wireless communication technology or a QR code.

### **CVV Code**

The CVV code are the last three digits indicated in the signature field.

### **Dankort data**

The data used to identify the card, e.g. the card number, expiry date and security code.

### **Cardholder**

The holder of a Dankort.

### **Receipt**

Documentation of execution of the payment, given to the cardholder.

### **Nets**

Nets Denmark A/S, Lautrupbjerg 10,  
P.O. Box 500, DK-2750 Ballerup, CVR  
no. 20016175

### **PCI DSS**

Payment Card Industry, Data Security Standard – the card issuers' security requirements.

### **PIN**

The personal code linked to a Dankort.

### **Point of sale**

The company's physical address or URL (website) from which the goods/services are sold.

### **CAT/UAT**

Cardholder-activated terminals, e.g. for payment of bridge tolls, tickets or parking, i.e. where the terminal is operated only by the cardholder, and irrespective of whether a PIN is used or not.

### **Sum clearing**

Sum clearing is the Danish system of clearing and settlement of retail payments (including payments). Settlement takes place via the banks' accounts with Denmark's central bank.

### **Special Terms and Conditions**

The terms and conditions set out in sections 23–29 of these terms and conditions.

### **Transaction data**

The data used to complete a Payment, comprising of Dankort data and other information received in connection with the payment, e.g. the transaction amount and the transaction date.

### **Truncating**

Overwriting parts of the card number, e.g. using XXXX.

### **Company**

The natural person or legal entity entering into an agreement with Nets to receive payments via Dankort.

### **Card not Present transactions**

Card not Present transactions means execution of payments other than Card Present transactions, e.g. mail and phone orders, Internet payments, subscription payments and payments in cardholder-activated terminals (CAT).



## 2. INTRODUCTION

The Company wants the Company's customers to be able to use Dankort as a payment instrument at the Company's Point(s) of sale.

Nets is the acquirer of Dankort.

The present terms and conditions, together with the merchant agreement and price list, govern the Company's acceptance of Dankort and Nets' services in this connection. The documents can be found at [dankort.dk](http://dankort.dk). However, the merchant agreement can only be obtained by contacting Nets.

## 3. SCOPE OF THE AGREEMENT

The Agreement lays down the rules that apply to the Company's acceptance of Dankort as a means of payment.

The Agreement may only be used for payments with Dankort, completed at the Point of sale as specified in the merchant agreement, and for the products and services sold from the Point of sale and approved by Nets.

The Agreement may solely be used to complete transactions expressly accepted by the Cardholder for the individual Payment. This means that the Agreement may not be used to implement no-show or express check-out transactions at hotels or subsequent charges in connection with car rental.

The Company is not allowed to accept Dankort Payments arising from the Cardholder's purchases from other

companies, or attempt to have such Payments paid by Nets under the Agreement.

The Agreement may not be used to complete Payments originating from activities that have not been notified to and approved by Nets in connection with the approval of the application leading into the Agreement.

The Company may not use the agreement for the following purposes:

- activities that may harm Nets' or Dankort's brand or image.
- morally or ethically questionable purposes.
- purposes in contravention of applicable law.
- debt collection, unless the Company is approved by the police to perform debt collection services and Nets has approved use of the Agreement for this purpose.

Credit transactions using Dankort may only be completed in connection with a payment previously completed, for example in connection with fault remediation or if the customer returns a purchased item. Nets may grant special permission for additional use of the possibility of credit transactions.

Dankort and Dankort data may only be used for the processing of payment transactions.

The Company may enter into an agreement to participate in Loyalty programmes with approved providers of Loyalty programmes. A list of approved providers of Loyalty



programmes can be found at [dankort.dk](http://dankort.dk).

## 4. THE COMPANY

### 4.1. *General requirements*

The right to use the Point of sale must belong to the Company, and the Point of sale must be registered in the name that appears on the merchant agreement.

The Company must be registered in Denmark and must have an account with a bank that participates in the Sum clearing

### 4.2. *Accepting Dankort*

The Company may not refuse to accept Dankort with reference to the issuer's or the Cardholder's identity.

All payments must be completed in Danish kroner.

The transaction amount must not be rounded off.

### 4.3. *Credit and risk assessment*

Nets reserves the right at all times to credit-assess and risk-assess the Company, the owners of the Company, the authorised signatories and the management, including obtaining solvency information from the Company's bank, reviewing its financial statements, etc., as well as searching various payment registers.

The Company is obliged to inform its owners, board members, management team members and authorised signatories that they may be included in a risk assessment of

the Company.

As part of the ongoing risk assessment, Nets or a representative nominated by Nets can undertake an unannounced physical inspection of the Company's premises, etc., which will include a security assessment and/or a general assessment covering the following areas:

- premises
- access to the Company's servers and access to data
- stock, if any
- that any required licenses are in place
- business procedures, etc.
- compliance with all security requirements, etc.

Costs incurred in connection with inspection shall be borne by the Company.

Based on the risk assessment, Nets may terminate the Agreement or demand a bank guarantee or other collateral on terms set by Nets.

### 4.4. *Requirements for equipment, software, etc.*

The Company may only use equipment – payment terminals and payment solutions – approved by Nets for receiving Dankort payments. The equipment must be installed in accordance with this Agreement and the rules laid down by the supplier.



The Company must always use an approved software version on its technical equipment.

Information about suppliers whose payment terminals, payment solutions and software versions, etc., have been tested and approved, can be found at [dankort.dk](http://dankort.dk)

#### **4.5. Security requirements**

The Company must meet the safety requirements applicable to the Payment solution. To the extent that the Company and/or its external suppliers process – including transmitting or storing – Dankort data, the Company must ensure compliance with the security requirements in force from time to time, including PCI DSS.

The following data may never be stored:

- CVV: Card Verification Value in the magnetic stripe
- CVV2: Card Verification Value printed on the back of the card in or close to the signature panel
- iCVV: Card Verification Value incorporated into the chip
- PVV: PIN Verification Value, incorporated into the magnetic stripe

The Company must pay its own costs incidental to meeting the security requirements, including PCI DSS, any review of the Company's systems and procedures, scanning, etc.

The Company must notify Nets immediately if there has been any unauthorised access to

the Company's systems with the consequent risk of compromising Dankort data.

#### **4.6. External suppliers**

The Company must inform Nets of any external supplier(s), e.g., web hotel, Payment Service Provider (PSP) or similar, processing Dankort data or for any other reason having access to the Company's Dankort data. The Company must also communicate any changes in the use of external suppliers, cf. section 4.4.

The Company is liable for any and all actions or omissions on the part of any external suppliers and may only use external suppliers who comply with the security requirements specified by Nets in section 4.5.

Nets is not liable for the services of the Company's external suppliers, and the Company's relationship with its external suppliers is not the concern of Nets.

#### **4.7. Retention period applicable to card and Transaction data**

In consideration of Cardholder disputes, etc., the Company must retain transaction documentation, including signed vouchers, for 20 months from the date of Payment.

Storage requirements also apply if the Company has ceased trading.

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.

#### **4.8. Use of and rights to trademarks**

All rights to Dankort trademarks, including copyrights, the right to the trademark and any other rights, belong to Nets. Any and all rights derived from the Company's use of Dankort trademarks will be deemed to belong to Nets and any derived rights shall be promptly transferred to Nets when required.

In entering into the present Agreement, the Company shall be entitled to use Dankort trademarks in accordance with the provisions of the Agreement. This right is inherent in the Agreement and may not be transferred to other parties in whole or in part.

At the Point of sale, the Company shall display clear signs using Dankort trademarks (logos).

The trademarks must always be displayed in the correct, original design. Cards depicted in marketing material may not contain a valid card number or card issuer name.

The trademarks can be found at and downloaded from [dankort.dk](http://dankort.dk)

The Company may use the trademarks in connection with marketing of goods and services that can be paid for by Dankort under this Agreement.

The trademarks may not be used for any other purpose.

Upon entering into this Agreement, the Company undertakes always to use Dankort trademarks in accordance with Nets' instructions.

The Company may not:

- use the trademarks as part of the name of the Company or the description of the Company
- use trademarks that may be confused with Dankort trademarks
- modify the trademarks or combine the trademarks with other words or symbols.

At the request of Nets, the Company shall make all relevant material from Company websites where the trademarks are used, available to Nets together with copies of printed matter or other marketing material containing the trademarks. Nets' representatives must be granted access to the Company's locations within normal working hours to determine whether the material in question conforms to this Agreement.

If Nets finds material that is not in compliance with this Agreement, Nets shall be entitled to reject any further use of the material in question.

Use of the trademarks may not infringe Nets' rights to the trademark and may not create the impression that goods and services are sponsored, produced, offered, sold or in any other way supported by Nets.

Additional rules and requirements for the use



of Dankort trademarks covered by this Agreement may apply to individual Payment solutions.

Beyond the right of use described above, the Company is not granted any other rights to Dankort trademarks.

#### *Unauthorised use of the trademarks*

The Company must notify Nets of any and all unauthorised use of the trademarks. In such situations, the Company is obliged to provide relevant assistance to Nets, including documentation, etc., free of charge.

The Company may not on its own initiative take steps to counter any third party's unauthorised use of the trademarks.

#### *Registration*

The Company may not apply for registration of the trademarks or any similar trademarks.

The Company may not register this Agreement in any official register without Nets' prior written acceptance.

#### *Termination of the Agreement*

On cessation of the Agreement, the Company shall refrain from any and all use of the trademarks, including signage, advertising online or in other media, or in any other type of marketing.

#### **4.9. Changes in the Company's circumstances**

The Company must issue written notice of any change in the circumstances reported to



Nets with the application for a merchant agreement or as stated in the merchant agreement itself; in this connection, the Company must provide Nets with written notice of changes in:

- The ownership of the Company or control of the Company
- The ownership of 25 % or more of the Company or of the Company's share capital
- The Company's management as well as authorised signatories
- The Company's corporate form (e.g. a change from a sole proprietorship to a private limited company)
- The Company's industry
- Address, e-mail address, telephone number, bank account number, website address (URL)
- Use of external suppliers for Payments.

The Company must also notify Nets if the Company wishes to stop accepting Dankort payments, if it is making significant changes to its product range or its payment and delivery terms in connection with purchases via the Internet, mail and phone orders or subscriptions.

Changes in the Company's affairs may result in Nets undertaking a new risk assessment of the company.



## 5. PAYMENT GUARANTEE

Nets warrants to the Company that transactions completed by connection to Nets (online payment transactions) covered by this Agreement will be honoured up to the following amounts:

- chip and PIN code used: DKK 4,000
- chip and signature used: DKK 1,500.
- chip is used in cardholder-activated terminals (CAT) without a PIN code in connection with insufficient funds in an account: DKK 1,000
- chip is used in cardholder-activated terminals (CAT) without a PIN code for amounts up to DKK 350: DKK 350
- Internet Payments where there are insufficient funds in the account: DKK 2,000
- Payments via mail and phone order where there are insufficient funds in the account: DKK 1,000
- Contactless Payments without PIN code for amounts up to DKK 350: DKK 350
- Contactless Payments with a PIN: DKK 4,000

If Nets sends notification of technical problems as a result of errors in Nets' central systems, and the Company uses an approved emergency procedure, Nets provides a payment guarantee in accordance with the rules for the solution that the emergency

procedure replaces.

If the Cardholder raises a dispute about a transaction, or if there are insufficient funds for the transaction on the Cardholder's account, the amount exceeding the payment guarantee may be debited directly from the Company's bank account.

If the Payment is divided into two or more Payments (serial transactions), the guarantee limits remain unchanged in respect of the combined Payment.

*The above-mentioned payment guarantees do not apply if:*

- The Company knew or should have known that the Cardholder was not entitled to use the card.
- The Company 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 Cardholder's purchases from other companies.
- The card issuer/Cardholder disputes the Payment, cf. section 6.
- The Payment transaction exceeds the amount accepted by the Cardholder

The Company has not submitted the transaction for settlement with Nets before expiry of the deadline, cf. section 8



- The Company has received a Payment that was not registered as active with Nets at the time of payment.
- The Company provides debt collection services.

If the payment guarantee does not apply due to the circumstances cited above, the full amount may be debited directly from the Company's bank account.

## 6. DISPUTED PAYMENT

### 6.1. *Cardholder disputes*

If Nets receives a Cardholder dispute regarding a Payment and Nets cannot reject the dispute as unjustified, then Nets may withdraw the amount due, with the addition of fees, from the Company's bank account in accordance with the rules below. If there are insufficient funds in the Company's bank account, Nets may invoice the Company.

The Company is under an obligation to respond to all disputes from a Cardholder.

If Nets receives a Cardholder dispute where the Cardholder claims that the Cardholder did not make the Payment, Nets may withdraw the disputed amount from the Company's bank account. Nets will only withdraw the portion of the amount that exceeds the relevant payment guarantee. Payment guarantees applicable only in connection with insufficient funds on the Cardholder's account do not apply to disputes in the matter of the Cardholder not having made the Payment.

If Nets receives a Cardholder dispute where

the Cardholder claims that, in connection with purchases of goods and services through distance selling:

1. The card transaction exceeds the amount accepted by the Cardholder, or
2. the goods/services ordered were not delivered, for example, or
3. the Cardholder 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 Company has not repaid the disputed amount, Nets may withdraw the amount from the Company's bank account. The payment guarantees do not apply to such Cardholder disputes.

If Nets receives notification that the Cardholder claims that the Cardholder did not know the exact amount on approval of the Payment, and the Payment exceeds the amount that the Cardholder could reasonably expect to be deducted, Nets may withdraw the full amount of the transaction from the Company's bank account. The payment guarantees do not apply to such Cardholder disputes.

The Company's bank account will be charged immediately upon receipt of the Cardholder dispute.

The Company must pay a fee to Nets for Nets' processing of justified Cardholder disputes. The size of the fee is set out in the price list.



Cardholder disputes may be sent to the Company up to 14 months after the transaction was completed.

## **6.2. Documentation of Cardholder disputes**

If the company disagrees with the charge, the Company must contact Nets within 30 days with documentation showing the basis for refuting the Cardholder dispute.

If Nets requests documentation of the payment, the Company 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 Cardholder dispute, the amount will be recredited to the Company's bank account.

If the Company fails to provide the documentation as stated in the request, Nets can uphold the Chargeback.

Nets is under no obligation to provide the Company with documentation of the Cardholder dispute.

## **7. DOCUMENTATION OF PAYMENT**

At Nets' request, the Company 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.

The Company must deliver the documentation to Nets by the expiry of the time limit set out in Nets' request for documentation (7–14 calendar days).

If the Company does not submit the necessary documentation, the payment may be immediately withdrawn from the Company's bank account.

If, on the basis of a request for documentation of a payment, the Company completes a credit transaction, the Company must inform Nets to this effect within the time limit specified above.

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

The Company may only use Dankort data to complete Payments. Therefore, Dankort and/or Dankort data must not be used for identification of customers in connection with access control, etc.

The Company may only submit Transaction data to Nets originating from Payments completed by the Company and may not assign Dankort data, including vouchers, to a third party.

The Company warrants that the Transaction data submitted to Nets is genuine and correct.

The Company 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 Company may not submit Transaction data to Nets for settlement until the goods/services have been dispatched or delivered to the Cardholder or the Cardholder's designated recipient.

Nets may refuse to process, or honour



Payments submitted after expiry of the time limit.

It is the Company's responsibility to ensure that transactions are submitted to Nets, and that transactions are submitted in accordance with the time limits.

The Company may not pass on Transaction data to other parties unless this is necessary for the purpose of correcting Payments, for law enforcement purposes or in response to other legislation.

Costs relating to control request and submission of Transaction data between Nets and the Company shall be paid by the Company.

#### **9. MONITORING, FRAUD, ETC.**

Nets monitors the control requests and Payments received by Nets from the Company, including the number of Chargebacks and instances of crediting. In addition, Nets monitors any Payments reported as fraud, whether or not the amount has been returned from the Company's account.

Nets will contact the Company if there are any significant deviations in the number of control requests, Chargebacks, instances of crediting, etc., compared to the norm for the Company or for the sector to which it belongs, or if Nets for any other reason suspects card fraud. If Nets deems it necessary, Nets will require the Company to take appropriate steps to help reduce the number of Chargebacks, instances of crediting, etc.

In this connection, Nets may choose to suspend or terminate the Agreement.

If excessive numbers of Chargebacks attributable to the Company lead to extra costs for Nets, Nets reserves the right to re-invoice the costs to the Company.

#### **10. RECEIPT**

The Cardholder is entitled to a Receipt for any Payment. The Company must provide/send a Receipt to the Cardholder when the Payment is completed. If, in the event of a fault, the terminal cannot print a Receipt, the Company must send a receipt if the Cardholder asks for one.

The Receipt must include the Company name, the place of the transaction and contact information.

Subject to a separate agreement with Nets, a Receipt may be omitted for transactions where the amount is limited in cardholder-activated terminals (CAT) without a PIN code.

#### **11. CANCELLATION OF A PAYMENT**

If a Payment was a mistake, the Company must cancel the Payment, if possible. If cancellation is not possible, the Company must complete a credit transaction. If this cannot be done, the Company must contact Nets.

The Company must hand over/submit a receipt for the credit transaction to the Cardholder.



## **12. RETURNS**

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

## **13. PRICES**

Prices are stated on the price list, available at [dankort.dk](http://dankort.dk).

## **14. SETTLEMENT, PAYMENT AND NOTIFICATION**

### **14.1. Settlement and payment**

Payment transactions will be settled directly into the Company's bank account.

Settlement is in batches (bundles) or as single items (per transaction). The settlement method used depends on the setup of the Payment solution. As a general rule, online shopping purchases must always be single items, while other transactions will be settled as one or more batches (bundles).

Settlement is in Danish kroner.

Transactions submitted to Nets in a timely manner will normally show on the Company's bank account on the first business day after Nets received the transaction.

The amount the Company must pay to Nets, including, for example, annual subscription,

charges for online shopping and justifiable Cardholder disputes, will be withdrawn directly from the Company's bank account.

The Company is under an obligation to continuously reconcile transactions to ensure they are in accordance with the amounts settled from Nets.

Nets may withhold a settlement until required collateral has been established.

### **14.2. Notification**

All Notification of payment transactions will appear on the account statement from the Company's bank.

Both single items and bundles are shown on the account statement with a distinct reference number, either in the form of an order number (Internet) or the bundle number generated by the terminal.

Information on the deduction of annual subscriptions for physical companies is also shown on the account statement.

Notification of charges that the Company must pay in connection with online shopping, etc., or withdrawals resulting from any justified Cardholder disputes will be submitted separately to the Company.

## **15. RESPONSIBILITY**

Nets will under no circumstances be liable for any specific, indirect or incidental loss, operating losses, consequential damages, claims by third parties and/or lost data, profits, revenue, customers, goodwill or interest.



Even in those areas in which stricter liability applies, Nets is not liable for losses due to the following:

- Breakdown of, or lack of access to, IT systems or damage to data in these systems due to any of the factors listed below, regardless of whether the bank itself or a third-party supplier is responsible for the operation of these systems
- Failure of Nets' power supply or a breakdown of Nets' telecommunications, legislative or administrative intervention, natural disasters, war, revolution, civil unrest, sabotage, terrorism or vandalism (including computer virus attacks or hacking)
- Strikes, lockouts, boycotts or picketing, regardless of whether the conflict is directed against, or was started by, Nets itself or its organisation, and regardless of the cause. This also applies if the conflict affects only part of Nets
- other circumstances beyond Nets' control.

Nets' exemption from liability does not apply if:

- Nets ought to have foreseen the circumstances that have caused the loss when the Agreement was entered into, or where Nets ought to have avoided or overcome the cause of the loss

- legislation holds Nets liable for the circumstance that caused the loss.

Unless otherwise established in section 5, Nets is not responsible for losses resulting from the Cardholder's or anyone else's unauthorised use of the cards covered by the Agreement.

Notwithstanding the foregoing and without thereby limiting liability, the Company 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) as a result of the Company's breach of and/or failure to comply with the Agreement and/or all relevant regulations and legislation applicable to the Company. The foregoing applies irrespective of the Agreement coming to an end.

## **16. CHANGE IN PRICES OR REGULATIONS**

Nets may vary the Agreement at one month's notice. Any changes that are not unfavourable to the Company may take place without notice.

The Agreement may be varied at shorter notice or without notice if the change is due to changes in legislation, requirements from public authorities or for safety reasons.

Notice may be issued by e-mail. The Company is obliged to provide Nets with an e-mail address to which such notice can be sent. The Company is obliged to inform Nets of any changes to the Company's e-mail address, and the Company assumes responsibility for the Company's non-receipt





of a notice of contractual change in the event that the Company has failed to inform Nets of a change in its e-mail address.

In the event that changes unfavourable to the Company are made to the Agreement, these are considered to have been approved unless the Company, acting prior to the date of the change's entry into force, informs Nets that the Company does not wish to be subject to the new terms of contract.

If the Company indicates that it does not wish to be subject to the new terms of contract, the Agreement is considered to have ended on the date on which the new conditions enter into force.

The current version of these terms at any time can be found at [dankort.dk](http://dankort.dk).

#### **17. ASSIGNMENT, ALIENATION, ETC.**

Nets may assign the Agreement to a Company within the Nets Group or to a third party if Nets divests the activities covered by the Agreement to that third party, whether in part or in whole. In such a case, the Agreement will continue unchanged with the new owner as the contracting party.

The Company cannot assign rights or obligations in relation to the Agreement to others.

The Company may not assign the right to accept Payment under this Agreement to any other party or grant any kind of transport or collateral in payments.



#### **18. TERMINATION OF THE AGREEMENT**

The Company and Nets can terminate the Agreement by giving one month's notice in writing. Any prepaid annual fee will not be refunded.

The rules for settlement upon expiry of Agreements to accept the Dankort in Card Present transactions are set out in the price list.

Nets may terminate the Agreement with immediate effect if:

- At the time of entering into the Agreement, the Company gave inaccurate or incomplete information, e.g. concerning the Company or the sector with which it is associated, or
- After entering into the Agreement, the Company has failed to give details of changes.
- The Company is in material breach of the Agreement, e.g. failure to comply with security requirements, or
- The Agreement has not been used for six months, or
- The Company has been transferred to a new owner, or there is a change of control of the Company, or
- The Company is repeatedly in breach of the Agreement and such breach has not been remedied by the Company by the deadline stated by Nets in a written demand, or



- The number of disputes in which the Company is involved is disproportionately large, cf. section 9, or
- The number of credit transactions that Nets receives from the Company is disproportionately large, cf. section 9, or
- The Company fails to respond to Nets' request for information or fails to take the necessary precautions, cf. section 9, where fraud is suspected, or
- The Company risk assessment is unsatisfactory, or
- The Company is declared insolvent, has a debt restructuring order imposed, comes under compulsory composition or a similar debt settlement scheme, unless in accordance with the rules of the Insolvency Act the estate in liquidation is entitled to enter into the Agreement and opts to do so. At Nets' request, the estate shall be required to make a decision within 24 hours concerning whether to enter into the Agreement, cf. Section 55(2) of the Insolvency Act.

Even if the Agreement has expired or been terminated, it remains valid in respect of outstanding claims at the time of cessation of the Agreement.

After expiry or termination of the Agreement, the Company may not complete Dankort transactions. The Company is liable in full

and without payment guarantees for any Payments made by the Company after expiry of the Agreement, as well as for any and all charges and other costs attributable to the Company's completion of Dankort payments after expiry of the Agreement.

In the event of termination, rescission or cessation by any other means, pursuant to the Agreement, Nets can require a performance bond to be furnished, or can withhold an appropriate proportion of the transaction amounts to cover any Chargeback demands from the card issuers/Cardholders. The amount of collateral will be determined by Nets. Nets may refrain from settling transactions submitted until the performance bond is in place.

If the Company is declared insolvent or enters into suspension of payments, Nets can refrain from settling submitted transactions until the estate has entered into the Agreement, or the supervising official has consented to the continuation of the Agreement, and, if relevant, until a performance bond has been furnished to Nets.

## 19. DATA PROTECTION

Personal data of individuals related to The Company (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 Company.

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 Company 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.

Personal data of individuals who are customers of The Company will also be processed by Nets as data controller. The personal data include transaction data, including card and other payment data.

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.

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.

## **20. DUTY OF CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

The parties are obliged to treat all information relating to the contractual relationship between the Company 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.

Nets is entitled to disclose information about the Company to technical subcontractors and other companies, provided that such disclosure is required in order for Nets to fulfil its obligations under the Agreement.

The Company gives its consent for Nets to disclose information about the Company (such as contact details, information relating to the Agreement and information about the Company's 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 group companies' sale of products and services. A list of the companies that are in the same corporate group as Nets is published at [nets.eu/dk](https://nets.eu/dk).

## **21. APPLICABLE LAW AND JURISDICTION**

The Agreement is subject to Danish law. Any disagreements arising between the parties that cannot be resolved through negotiation may be brought before the Danish courts.

## **22. SUPERVISION**

Nets is under the supervision of the Danish FSA, and is registered in its register under FT no. 22002. Complaints concerning Nets as a payment institution may be submitted to the Danish FSA using the contact form on the Authority's website. For any other extrajudicial complaint and indemnity



procedures, please refer to [dankort.dk](http://dankort.dk).

## **23. SPECIAL TERMS AND CONDITIONS FOR CARD PRESENT TRANSACTIONS**

The terms of this section apply only to acceptance of Dankort in Card Present transactions. 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.

### **23.1. *Dankort checks, fraud prevention, etc.***

If, in connection with a Payment, the Company is in doubt about the authenticity of the card, or whether the Cardholder personally is the user of the card, the Company must check the card and look for the following when checking the card:

- Whether attempts have been made to change the embossing (card number, expiry date and name)
- Whether the signature is clear
- Whether the printed background on the signature strip is undamaged
- Whether the hologram appears genuine
- Whether the card has a chip.

### **23.2. *Requirements for terminals***

The Company may only use terminals that have been approved by Nets to accept Payments. See [dankort.dk](http://dankort.dk) for information on

approved terminals.

Payments in Card Present transactions require the Company to have a terminal approved for the purpose by Nets. It is not permissible to use terminals for payments not approved by Nets.

In Card Present transactions, it is not allowed to enter a card number or any other information into a Payment solution unless this is done in connection with a procedure specifically approved in writing by Nets, e.g. as an emergency procedure; cf. section 6.

If the terminal has a chip reader, the chip on Dankort must always be read. If the chip does not work, the Company can try to complete a magnetic-strip transaction if the card allows this. Follow of the instructions on the terminal.

Follow the terminal user guide from the terminal supplier for detailed rules regarding the terminal and its use.

### **23.3. *Terminal set-up requirements***

To enable the Cardholder to ensure that the PIN code cannot be stolen during entry, as well as to give the Cardholder the best accessibility, the Company must proceed as follows when setting up PIN code enabled terminals:

Location of the customer component:

- The customer component (PIN entry unit) must be placed where the customer can get up close to the customer component



- The customer must be easily able to shield the terminal with his/her hand or body while entering the PIN code
- Terminals must be positioned 80–125 cm from the floor
- The customer component may not be placed where others can steal the PIN code, e.g. using mirrors, video cameras or other aspects of the surrounding environment
- The terminal must not be modified, and the keypad shield must not be removed, for example
- If there are signs that the terminal has been tampered with, the Company must immediately contact Nets.
- If the card is declined, the Payment may not be completed. Follow the instructions on the terminal display
- Ask the Cardholder to present documentation of ID if there is any doubt as to whether the Cardholder is the owner of the Dankort being used
- For signature transactions, ensure that the Cardholder's signature on receipts matches the signature on the card
- For signature transactions, the Company must check that the date and amount on the receipt are correct, that the digits of the card number shown on the receipt are identical to any card number embossed or printed on the card

#### **23.4. *Completing transactions***

All transactions must be completed online unless the Company has agreed otherwise in writing with Nets, or in the case of emergency procedures.

The following must be observed for completing transactions using the terminal:

- The total transaction amount must be entered on the terminal
- If there is any doubt as to the authenticity of the card, the card can be examined, and/or Nets can be contacted

- if the terminal shows a code that means that the card must be retained, the Company must refuse to accept the card as a means of payment. If possible, confiscate the card. Confiscated cards must be handed over to a bank.

#### **23.5. *Emergency procedure***

An emergency procedure is to be used in cases where the terminal cannot complete online transactions with Nets because Nets has issued notification of technical problems, or the terminal's phone connection is not working.

The Company can use the terminal's offline or enter function to complete the transaction with a physical Dankort. It is not possible to



apply the emergency procedures for transactions made by Dankort on Your Mobile. For further information, please refer to the terminal instructions.

When, as part of the emergency procedure, the Company completes a signature transaction, the Company must proceed as follows:

- Check that the card is valid, i.e. that the expiry date has not passed. If the card is not valid, the transaction must not be completed.
- Call Nets on tel. +45 44 89 21 80 to find out whether the card is active. The Company will receive a verification code if the card is active
- Enter the amount on the terminal in the usual way
- Enter the verification code on the terminal
- Ask the Cardholder to sign the Receipt
- Check that the signature on the Receipt matches the signature on the card
- Give the card and a copy of the Receipt to the Cardholder
- Ask the Cardholder to present documentation of ID if there is any doubt as to whether it is the right Cardholder who is using the card

- Destroy the Receipt, cancel the purchase on the terminal and ask the customer to use a different means of payment if there is still uncertainty as to whether it is the right Cardholder who is using the card
- If the card has been blocked or if a control code is unobtainable for any other reason, the transaction may not be completed
- Refuse to accept the card as a means of payment if the company is asked to confiscate the card. If possible, confiscate the card. Confiscated cards must be handed over to a bank.

Note that the Company's terminal may be restricted to a maximum offline transaction amount.

#### **24. SPECIAL TERMS FOR CARDHOLDER-ACTIVATED TERMINALS (CAT)**

The terms of this section apply only to cardholder-activated terminals (CAT). 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.

##### **24.1. *Vending machine requirements***

The Company may only install cardholder-activated terminals (CAT) approved by Nets with an approved chip reader and PIN keypad, unless otherwise agreed in writing with Nets.

The Company's procedures for accepting



Payments must be approved by Nets before the solution is adopted. Operating instructions for the vending machine must be approved by Nets. It must be made clear to the Cardholder how to use the vending machine.

All transactions must be completed online with Nets, unless otherwise agreed in writing with Nets.

The cardholder-activated terminals (CAT) may not be used to pay out cash, negotiable coupons, or similar that can be converted into cash

#### *23.1.1. Special requirements for cardholder-activated terminals (CAT) without PIN code*

On application, Nets may allow Payment to be effected without the use of a PIN code, e.g. for bridges and parking. For cardholder-activated terminals (CAT) without a PIN keypad, a maximum per transaction is set for each terminal type, specified in the merchant agreement.

#### *23.1.2. Special requirements for cardholder-activated terminals (CAT) with PIN code*

The terminal must be inspected daily on all weekdays. The terminal must be checked for any unauthorised modifications on the front. If the PIN guard is missing, the terminal may not be used until the guard is back in place.

The inspection may not take place at the same time every day. A log must be kept of when the individual terminal has been inspected. Nets must be contacted immediately if the terminal has been modified in any way.

## **24.2. Receipt**

The vending machine must incorporate a function to allow the Cardholder to choose whether a Receipt is wanted. If the Cardholder wants a Receipt, a Receipt must be printed. The Receipt must include the company name, the place of the transaction and contact information.

If the machine is faulty and cannot print a Receipt, this must be made clear to the Cardholder. In such a situation, the Company must provide an alternative or send a Receipt later if the Cardholder requests this.

By agreement with Nets, a Receipt may be omitted for minor payments using cardholder-activated terminals (CAT) without PIN.

The price must be made clear to the Cardholder, either in the display or from price information on the product itself.

## **24.3. Security requirements**

In addition to the security requirements described in PCI DSS, the following requirements also apply to cardholder-activated terminals (CAT) operated by the Cardholder:

- Only suitably trained personnel may have access to card readers and PIN units.
- Access to the following must be administered particularly restrictively:
- Access to the card reader and PIN unit of the terminal



- Authorisation to run programs/systems
- Codes/keys to the terminal must be stored securely and may only be given out to authorised personnel
- The terminal cabinet must be kept locked at all times, even when the terminal is not in use. The terminal may not be operable while the cabinet is open
- The Company may not modify the physical functions of the terminal, e.g. by removing the PIN protection shield. The customer component must not be placed where others have the opportunity to steal the PIN code, e.g. using mirrors, video cameras, stairways or other aspects of the surrounding environment
- The Company must constantly monitor alerts from the terminals and must secure the terminals against inadvertent access or attempts to “break in”, etc. The Company must prepare procedures to secure the handling of any irregularities
- In the event of signs of a break-in at the terminal, the Company must contact Nets immediately.
- The Company must prepare reconciliation procedures to ensure that the correct number of transactions are delivered to Nets for settlement. The Company must also establish back-up procedures to ensure that data can be

reconstructed and re-transmitted for up to five banking days after delivery of transactions to Nets

## **25. SPECIAL TERMS AND CONDITIONS FOR CARD NOT PRESENT TRANSACTIONS; ONLINE SHOPPING, MAIL AND PHONE ORDER**

The terms of this section apply only to Card not Present transactions, accepting Dankort on websites and mail and phone orders. 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.

### **25.1. General requirements**

The Company must use a solution approved by Nets to complete Dankort Payments, and must generally use a hosted solution, i.e. where only the payment service provider (PSP) has access to process Dankort data.

### **25.2. Internet**

#### *24.2.1. Requirements regarding the Company website*

As a minimum, the following information must be displayed on the Company website:

- The Company’s name, CVR number and address
- E-mail address and telephone number for customer service or similar





- Description of the goods/services the Company sells (including prices, taxes and duties)
- Terms and conditions of delivery (including rules concerning the Cardholder's right of cancellation) and shipment costs
- The fact that Cardholders can pay by Dankort
- The trademarks of Dankort. The trademarks must also be displayed where the Cardholder can choose payment methods.
- Transaction currency (must always be Danish kroner)
- Any export restrictions.

The Company website must also contain a function to enable the Cardholder to enter his/her CVV code (typically three digits on the reverse of the card, either on the signature strip or directly beside it).

The Company shall at all times comply with applicable legislation, including, for example, the Consumer Contracts Act, the e-Commerce Act and the Marketing Practices Act, as well as the Consumer Ombudsman's guidelines.

The Cardholder must actively express the Cardholder's acceptance of the Company's terms and conditions of sale and supply before Payment is made. This could be done, for example, by the Cardholder ticking a box on the Company's website, where it is clearly stated that the Cardholder is thereby

accepting the terms and conditions of sale including shipment. The box may not be pre-ticked.

The Company's website may not give the Cardholder the opportunity to enter the card PIN code or any other Dankort data without encryption. The Cardholder may not be able to submit orders containing Dankort data via e-mail, unless in encrypted form. If this is used, the encryption method must be approved by Nets.

#### *24.2.2. Order acceptance*

Before the Cardholder accepts the order, the following information must be displayed on the screen, as a minimum requirement:

- A clear description and the price of the individual goods/services the Cardholder has ordered
- The total amount the Cardholder must pay (including specification of any taxes/duties, shipment costs and other charges)
- Transaction currency (must be Danish kroner)
- The fact that payment is to be by Dankort
- Estimated delivery date
- Terms and conditions of delivery, including rules on the Cardholder's right to cancel
- Name of the recipient of the goods/service



- Delivery address

### 24.2.3. Procedure for paying with Dankort

The following procedure must be followed in connection with a payment transaction on the Internet:

- The Cardholder places an order and enters the required information for use in completing the payment transaction
- Card number
- Expiry date
- CVV Code

Aquery will be sent to Nets with a view to approval of the transaction and the Company will receive the reply: approved or rejected

- Depending on the amount involved, the Cardholder will be asked to verify the purchase using Dankort Secured by Nets
- If the card has been blocked or the transaction cannot be approved – the answer is “rejected” – the Payment may not under any circumstances be completed.

Data must be entered in an encrypted session.

If the CVV Code is not correct, Nets may reject the transaction.

CVV Codes may never be stored, and the Company must therefore delete any CVV

Codes received with a Cardholder’s order once the payment has been controlled. In the case of late deliveries, part deliveries and subscriptions, CVV Codes will only be sent with the first request.

If the Company is unable to deliver the goods ordered by the Cardholder within just a few days after the order was placed, or if the delivery is to be divided into several part deliveries, follow the procedure below:

- Send the control request to Nets at DKK 0 to check the card and the CVV Code
- When the Company is ready to send the product or a part delivery, the Company must send a request to Nets for the full amount of the order (not just the amount corresponding to the part delivery)
- The transaction will then be forwarded (as the amount corresponding to the goods delivered) for settlement with Nets
- If there is a part delivery, at the time of the next delivery, the Company must submit a request to Nets for DKK 0 and subsequently send a transaction for settlement (corresponding to the amount the of goods supplied)
- Repeat this procedure until the order has been fulfilled.

The Company must ensure that the Company’s payment service provider (PSP) complies with Nets’ requirements for



completion of Payments via the Internet using Dankort.

Dankort Secured by Nets must be used for Internet payments completed after January 2017. The Company is responsible for ensuring that the Company's PSP uses Dankort Secured by Nets.

#### *24.2.4. Order confirmation/receipt*

The electronic Receipt to the Cardholder must include at least the following information:

- Company name
- Company e-mail address
- Description of the goods/services ordered
- Order number/transaction number
- Transaction date
- Transaction amount
- Transaction currency (must be Danish kroner)
- Transaction type (debit/credit)
- Delivery date
- Any parts of a card number (truncated)
- The fact that payment transaction has been completed (if this is a receipt).

The amount may not exceed the amount the Cardholder agreed to.

#### *24.2.5 Submission*

Transactions must be submitted electronically to Nets as quickly as possible; however, no earlier than when the product/service will be sent.

The Transaction data must arrive at Nets no later than seven calendar days after the date of delivery.

### **25.3. Mail and phone order**

If the Company sells via mail and phone order, the Company must use a Payment solution approved by Nets for submitting payment transactions.

If the Company offers Recurrent payments, the Company must also comply with the rules in section 27.1.1.

#### *24.3.1 Order voucher requirement for use with mail order*

An order voucher for use with mail order must contain the following fields (apart from Company name, address, etc.), which the Cardholder must fill in when placing the order:

- Cardholder's name
- Cardholder's address
- Cardholder's telephone number
- Card type
- Card number
- Card expiry date/valid from date



- CVV code
- Quantity and type of each item/service ordered
- Amount to pay for each item/service ordered
- Transaction currency (must be Danish kroner)
- Shipment costs, if any
- Total amount
- Recipient of the goods/service (if someone other than the Cardholder)
- Delivery address (if different from the Cardholder's)
- Date
- Signature.

The CVV code may not be stored, and accordingly the Company must delete/destroy any CVV code that the Company has received with the Cardholder's order once the card payment has been approved.

Rules concerning the Cardholder's right to cancel must furthermore be stated on the order voucher.

The order voucher must be approved by Nets before it is adopted.

There may not be any way for the Cardholder to send any order vouchers containing Dankort data by e-mail or via another network, unless in an encrypted form. In

addition, the order voucher must not be sent as an open postcard where Dankort data can be read but must be sent in a sealed envelope.

#### *24.3.2 Requirements for telephone orders, including order confirmation*

When the Cardholder places an order by telephone, the Company must give the Cardholder all the information about the goods the Cardholder is buying, including postage costs and other charges.

For the purpose of completing the transaction, the Company must ask the Cardholder for the following information as a minimum:

- Card type
- Card number
- Card expiry date/valid from date
- CVV code

The CVV code may not be stored, and accordingly the Company must delete/destroy any CVV codes that the Company has received with the Cardholder's order once the card payment has been authorised.

If the goods cannot be delivered/the service cannot be rendered immediately, the Company must send the cardholder an order confirmation. The order confirmation is to be sent to the Cardholder's address and must include information about:



- The fact that payment is to be by Dankort
- Card type
- Parts of the card number (truncated)
- Amount
- Transaction currency (must be Danish kroner)
- Shipment costs, if any
- That if goods are to be sent to/services are to be delivered at an address other than the Cardholder's home address, the Company must likewise send the order confirmation to the Cardholder's home address
- If the amount cannot be determined in advance and therefore cannot be shown on the order confirmation, the Company carries the burden of proof for demonstrating that the Cardholder has given sufficient authority for the transaction to proceed.

#### 24.3.3 Procedure

When a Cardholder has placed an order by mail or phone order, and the product is ready to be shipped, the Company must follow the procedure below:

- The Company must verify the card electronically via the Company's terminal or payment solution, on phone +45 44 89 21 80 or in accordance with a separate

agreement with Nets; cf. the merchant agreement

- If the card has been blocked or the transaction cannot be approved, Nets will notify the Company to this effect, and the transaction is not allowed to be completed
- If the CVV code is not provided or is incorrect, the transaction must be rejected.

#### 24.3.4 Receipts for mail orders and telephone orders

The Company must submit an invoice/Receipt to the Cardholder no later than at the time of delivering the transaction to Nets. The invoice/Receipt must, as a minimum, include the following information:

- Date of dispatch of the ordered goods/services
- Transaction amount
- Transaction currency (must be Danish kroner)
- Card type
- Parts of card number (truncated).

#### 24.3.5 Submission

Transactions must be submitted electronically to Nets as quickly as possible; however, no earlier than when the product/service is delivered.

The Transaction data must arrive at Nets no later than seven calendar days after the date



of sending.

## **26. SPECIAL TERMS AND CONDITIONS FOR CONTACTLESS PAYMENTS**

The terms of this section apply only to accepting Contactless payments via Dankort. 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.

### **26.1. Requirements for terminals**

Contactless payments are offered as an additional feature for companies that have approved payment terminals with Contactless payment functionality.

The Company is responsible for ensuring that the technical setup of terminals/contactless card readers used for Contactless payments are at all times approved by Nets for use with Contactless payments by Dankort.

### **26.2. Limits on amounts**

A Cardholder PIN code or signature is not required on completion of Contactless payments, unless the transaction amount exceeds the applicable threshold, or the number of Contactless transactions without a PIN code has been reached.

Dankort Payments in excess of the applicable limits on amounts must be completed by entering a PIN code.

Nets may vary these limits without notice.



The thresholds in effect from time to time may be found at [dankort.dk](http://dankort.dk).

## **27. SPECIAL TERMS FOR CARD ON FILE**

The terms of this section apply to companies that offer Card on file 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.

### **27.1. General requirements**

In order to be able to offer Card on file the Company must first have entered into an e-commerce agreement as well as be specially approved to offer a Card on file solution.

### **27.2. Registration**

The Cardholder must create a username and password on the Company website. The Cardholder must actively give consent for Dankort data to be retained by the Company's payment service provider, as well as to the criteria regarding charging the card.

The Company's supplier of Payment solutions must be PCI DSS-certified, and Dankort data must be processed, stored and transmitted in accordance with PCI DSS. The Company must ensure that the supplier of Payment solutions deletes the stored Dankort data at the Cardholder's request.

The website where the Cardholder enters username and password must use encrypted data storage and an encrypted connection (SSL), in order to prevent unauthorised parties from gaining access to this



information.

Nets may impose specific requirements regarding the Company's validation of the Cardholder's information at the time of registration.

### **27.3. Password requirements**

The password must consist of a combination of capital and small letters and numbers/characters and must be at least seven characters long, unless otherwise agreed in writing with Nets. After six failed attempts, access must be blocked.

The password and username may not be identical.

The password may not be the same as any of the four most recent passwords used by the Cardholder. There may be no facility to "store password" on the site.

### **27.4. Security requirements**

Once the Cardholder has entered the password, the Cardholder only needs to be logged on while the browser window is open or until the Cardholder shuts down the application, after which the Cardholder must be logged off automatically.

The Cardholder must then log in again. A limit must be configured to limit how long the browser window can remain open (timeout), up to a maximum of 15 minutes.

Using applications to store passwords is not allowed.



### **27.5. The Cardholder's confirmation of Card on file**

When the Cardholder registers and provides personal data (e.g., name, address, e-mail) and card details (card number, expiry date, CVV code), the Cardholder must confirm registration via Dankort Secured by Nets, unless otherwise agreed in writing with Nets.

The individual solution as well as a method of verification must be approved by Nets.

### **27.6. Changes to cardholder information**

If the Cardholder wants to change the information in relation to his/her account or Dankort, the Cardholder must be verified using the same method as for enrolment, unless otherwise agreed in writing with Nets.

### **27.7. Storage of customer data**

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

The password must be hashed or encrypted.

### **27.8. Threshold**

Nets may introduce payment thresholds for Card on file.

The Company must ensure that its Payment solutions provider is able to handle such limits, including implementation of the same.

Nets may vary these limits without notice.



The card terms and conditions in effect from time to time may be found at [dankort.dk](http://dankort.dk).

### **27.9. Initiation of payment**

The Cardholder must initiate all transactions to be implemented via a Card on file solution.

### **27.10. Receipt**

An electronic Receipt must be sent to the Cardholder once the purchase has been completed.

### **27.11. Review of the Card on file agreement**

Nets may carry out a review of the agreement, including the scope of customer enquiries and Chargebacks. If the agreement deviates negatively from the assumptions underlying the conclusion of the agreement, the Company must take steps to ensure that the deviation ceases. Alternatively, the agreement may be terminated.

## **28. SPECIAL TERMS AND CONDITIONS FOR RECURRENT PAYMENTS**

The terms of this section apply only to Recurrent 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.

### **28.1. General requirements**

In order to offer Recurrent payments, the Company must enter into an online shopping agreement. An option must be provided for non-registered customers to pay using cards.

If the Company wants to be able to offer Recurrent payments using Dankort, the Company must contact Nets to get approval for this. The Company must submit a copy of the terms of Recurrent payments to Nets for Nets to assess the possibility to allow the Company to offer Recurrent payments.

The Company must use a Payment solution provider approved by Nets to submit Recurrent payments.

The Company must notify Nets if the Company ceases to offer Recurrent payments.

### **28.2. Requirements governing agreement with Cardholder**

The Company must enter into an agreement with the Cardholder in which the Cardholder expressly accepts that the Company takes Recurrent payments using the Cardholder's Dankort data. The agreement must include:

- Card number
- Card expiry date
- CVV code
- Information about the criteria for completing transactions using the Cardholder's card number
- Information about how a Receipt will be delivered/made available
- Information about Cardholder responsibility and liability





- Information about the procedure for renewing or deleting the card number
- Information about the procedure for stopping/terminating the subscription
- The Cardholder's acceptance of customer terms and conditions, including:
  - *Acceptance of criteria for completing transactions using the Cardholder's card number*
  - *Acceptance of prices.*

The Recurrent payments agreement must either be signed by the Cardholder or accepted directly on the Company website with subsequent written confirmation to the Cardholder. Terms and conditions and prices must be accessible to the Cardholder when signing up and provided at the request of the Cardholder.

### **28.3. *The Cardholder's confirmation of the Recurrent payments agreement***

When the Cardholder accepts the Recurrent payments agreement, the Cardholder must confirm the conclusion of the agreement via Dankort Secured by Nets, unless otherwise agreed in writing with Nets.

### **28.4. *Data storage***

The card's CVV code may not be logged or stored in any other way once the first card payment has been completed.

The Company must have a secure procedure

in place for setting up, renewing and deleting card details. The procedure for deleting card details must ensure that the details are deleted from the customer register immediately after the Cardholder asks for this to be done.

## **29. SPECIAL TERMS AND CONDITIONS FOR DIGITAL WALLET PAYMENTS**

The terms of this section apply only to Digital Wallet 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.

### **29.1. *General requirements***

In order to offer payments via a Digital Wallet, the Company must have entered into an online shopping agreement with Nets.

The Company is responsible for all Cardholder disputes in the same way as with ordinary Internet transactions.

In connection with Digital Wallet payments, the Company may not request Dankort data from the Cardholder.

The transaction is settled with the Company by Nets, just like other Internet payments.

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

The Company must display the payment trademark and button for the Digital Wallet.

The payment transaction must be initiated by the Cardholder using the payment button. No



authorisation requests may be sent without the Cardholder's acknowledgement of the transaction.

The Company is responsible for ensuring that the Payment solution is correctly implemented and that it complies with Nets' requirements, including but not limited to control requests and tagging of transactions.

The Company may only use Digital Wallet providers approved by Nets. Approved Digital Wallet providers can be found at [dankort.dk](http://dankort.dk)

If a Digital Wallet provider ceases to be approved by Nets, the Company must immediately terminate all use of that solution for completing payments.