



Terms of service Card acquiring

1. General

- 1.1 These Terms of service, along with the Agreement, govern the cooperation between the Customer and Swedbank Pay regarding the Acquiring of the Customer's Credit card Transactions.
- 1.2 The Customer undertakes not to use Credit card information for any purpose other than to accept Credit cards for payment for all the Customer's goods, services or content.
- 1.3 The Terms of service are designed in accordance with the regulations in force at any given time Issued by the Scheme associations.
- 1.4 The Agreement also includes, if technical support is available from the Customer's Technical equipment, Payment gateway, Transactions generated through digital wallets such as Click to Pay, Apple Pay, Google Pay, Samsung Pay and, where applicable, if a separate agreement has been signed, Mobile Pay and Vipps for Card acquiring via the Internet.

2. Acceptance of Credit cards, etc.

- 2.1 The Customer is entitled to opt out and therefore not accept certain Credit cards by signing a specific Supplementary agreement relating to Limited card acceptance which governs which Credit cards are accepted at the Point of sale. The conditions for Limited card acceptance are set out in the Supplementary agreement.
- 2.2 In addition to what is stated in point 2.1, Swedbank Pay may request that the Customer exclude specific Credit Cards in order to minimize the risk of fraud.
- 2.3 Depending on the Customer's choice of Technical equipment, there may be restrictions on the acceptance of Credit cards.
- 2.4 The Customer is entitled to suggest any Payment method to the End customer.
- 2.5 The Customer undertakes to:
 - ▶ accept Credit cards for payment for all the Customer's goods and services, regardless of the purchase amount, and
 - ▶ not charge additional fees or charge an End customer a higher price for purchases using a Credit card, Unless otherwise is agreed with Swedbank Pay.
 - ▶ where applicable, in consultation with the Payment gateway, to introduce support for the End Customer's choice of card brand if the Credit card has a function for several card brands, so-called co-badging.
- 2.6 The Customer may not accept payment using a Credit card for:
 - ▶ issue of cash amounts.
 - ▶ issuing of cheques,
 - ▶ implementation of payment intermediation, or
 - ▶ payment for goods or services not provided by the Customer unless otherwise agreed between Swedbank Pay and the Customer.

- 2.7 The End customer must always receive clear written (on the Customer receipt or similar documentation) information on delivery terms, cancellation rules, return and refund rules at the time of the purchase process. The Customer agrees to use the terms "Cancellation Policy" for travel agencies, hotels and vehicle rentals and "Return/refund policy" for other industries. All End customers approvals of terms must be made via so-called checkbox or equivalent. Approvals must be traceable and be presented from the Transaction log to avoid Chargeback.
 - 2.8 In the case of adding tips, the amount must be included in the amount of the Authorisation.
 - 2.9 The Customer may not carry out a Credit card Transaction if:
 - ▶ the Transaction relates to a Credit card where the Customer itself is the holder of the Credit card,
 - ▶ the Transaction was carried out at the premises of a party other than the Customer in the Agreement,
 - ▶ the goods or services to which the Transaction relates have not been delivered or performed,
 - ▶ the Transaction relates to payment for existing debt,
 - ▶ Authorisation has been declined,
 - ▶ the Transaction relates to payment for goods or services provided by a party other than the Customer, unless otherwise agreed between Swedbank Pay and the Customer, or
 - ▶ the Customer has not complied with the Agreement.
 - 2.10 If an End customer has carried out two or more consecutive identical Card Transactions during a sale on the Internet, the Customer must contact the End customer to check whether the Transactions are correct. If the Transactions are not correct, delivery of goods may not take place and a Cancellation of the Transaction must be carried out so that the End customer is not charged incorrectly.
 - 2.11 In the event that the Parties have agreed on Recurring payment, Card on file and/or MIT, the Customer must follow the instructions of Swedbank Pay and the Payment gateway at all times. Swedbank Pay's current instructions for Recurring payment, Card on file and MIT are published on Swedbank Pay's website.
- ### 3. Authorisation and controls
- 3.1 All Transactions within an agreed Floor limit must be Authorised through Technical equipment. The Floor limit is zero (0), unless otherwise agreed.
 - 3.2 If Authorisation is declined, Authorisation may also not be approved again if the reason for refusal is that the Credit card is subject to a card block or can never be approved or is subject to restrictions for another reason. The response to the Authorisation shows which response codes the Credit card is subject to in relation to card blocks and other restrictions that are included in regulations. These regulations are obtained via the

- Customer's Payment gateway or in accordance with instructions from Swedbank Pay.
- 3.3 It is up to each Card issuer to approve the Authorisation in all cases. For Credit cards issued within the EU/EEA, special provisions apply to Strong customer authentication.
- 3.4 In order for a Transaction to be valid:
- ▶ in the case of Card acquiring via Terminal, Chip acquiring or Contactless acquiring must always be applied whenever possible,
 - ▶ the Transaction must always be approved by the End customer in accordance with the rules for Strong customer authentication applicable at any given time,
 - ▶ the End customer must receive his or her copy of a Customer receipt,
 - ▶ the Transaction must be checked, processed and reported in accordance with instructions in these Terms of service,
 - ▶ the Transaction must be carried out on the total purchase sum at the same moment of purchase. Payment of the goods or services may not be divided into multiple Transactions with the same Credit card or multiple Credit cards belonging to the same card account.
- 3.5 Magnetic stripe acquiring may only be applied if:
- ▶ The Credit card has no Chip,
 - ▶ The Credit card has not been issued within the EU/EEA,
 - ▶ The Card issuer approves, and
 - ▶ The Customer and Swedbank Pay have so agreed and Technical equipment so permits.
- 3.6 Manually entered Acquiring may only be applied if:
- ▶ The Customer and Swedbank Pay have so agreed,
 - ▶ Technical equipment so permits,
 - ▶ The Credit card Chip or magnetic stripe cannot be read,
 - ▶ The Credit card has not been issued within the EU/EEA, and
 - ▶ The Card issuer approves.
- 3.7 In the case of purchases where a Credit card is handed over to the Customer's representative, the Customer's representative must, at the time of the Transaction:
- ▶ check that any information printed on the front of the Credit card matches the corresponding embossed information,
 - ▶ check that the validity period specified on the Credit card has not expired,
 - ▶ check that the Credit card does not bear any trace of changes,
 - ▶ check that the Credit card has been signed,
 - ▶ check that the card number on the Customer receipt matches the corresponding embossed or printed information on the Credit card, and
 - ▶ in the case of a signature purchase, check that the signature on the Credit card matches the End customer's signature in his or her own hand on the Customer receipt and the signature on the End customer's identity document.
- If the Customer suspects crime, other fraudulence or if, after a check, any of the above conditions are not fulfilled or if there is any other reason for uncertainty about the validity of the Credit card or Transaction, the Customer must contact Swedbank Pay Support for a security check, thereupon stating the term "code 10".
- 3.8 The Customer is required to carry out an ID check in case of cash withdrawal, a signature purchase or in the case of Manually entered Acquiring or if Swedbank Pay so instructs. The End customer must then identify themselves with an approved ID document (e.g., a driving license or ID card). The Customer must check that the identity document is valid and that the End customer's appearance matches the photograph on the identity document. The Customer must note the identification number and type of ID on the Customer receipt.
- Otherwise, the Customer must always comply with any identification regulations that result from a decision by a public authority, a general commitment from a Card issuer or a general agreement between a Card issuer and the Customer's representative.
- If ID checks in accordance with the above terms cannot be carried out, the Credit card may not be accepted.
- 3.9 If the situation so permits, the Customer must take retain a Credit card if:
- ▶ the Credit card is blocked according to information provided by Swedbank Pay,
 - ▶ the Credit card bears traces of changes,
 - ▶ a response in a card check includes a request to retain the Credit card, or
 - ▶ Swedbank Pay requests that the Credit card be retained for other reasons.
- Credit cards that are not physical cards, such as mobile phones, key rings, watches and other devices may not be retained. After retaining a Credit card, the Customer must contact Swedbank Pay for further instructions.
- 3.10 In the case of Card acquiring via the Internet, 3D Secure (EMV 3DS) must be implemented in accordance with instructions from Swedbank Pay and/or the Customer's Payment gateway or a special agreement with Swedbank Pay. 3D Secure means that the Customer is responsible for informing the End customer that information is being collected and processed for risk assessment and monitoring in order to prevent fraudulent orders. The Customer is aware that 3D Secure is not a guarantee of protection against fraudulent Transactions.
- 3.11 In the case of Card Card acquiring via telephone order, the End customer must approve the Transaction via Payment link or, in accordance with written agreement with Swedbank Pay, by identification using a Security code. The Customer is responsible for carrying out address checks and/or other reasonable checks on the validity of orders on its own account.
- 3.12 The Customer may not ask a End customer to approve the Transaction before the final amount of the Transaction is known to the End customer.
- 3.13 By way of an exception from paragraph 3.12, the Customer may, by special agreement with Swedbank Pay, carry out a Transaction even if the final amount is not known.

- 3.14 The Customer may not ask the End customer to disclose his or her password for Strong customer authentication.
- 3.15 Delivery methods in which a signed receipt with an ID check, or corresponding, at the moment of delivery can be obtained are recommended in the case of delivery by postal package or letter. A signed receipt, or corresponding, is always required in the case of delivery of high-risk goods such as consumer electronics, watches, jewelry, tickets and gift cards or other valuable documents.

4. Refunds and Cancellation

- 4.1 Refunds are possible to the extent that the Issuer of the Credit card allows this. In the case of a Refund, all or part of the amount is refunded to the Credit card that was used for the purchase. The End customer receives the Refund from the Credit card Issuer in accordance with its terms and conditions.
- 4.2 The Customer must initiate a Refund if:
- ▶ an End customer cancels or returns goods or services and the Transaction relating to the goods or services has previously been charged to the End customer,
 - ▶ an incorrect Transaction was previously charged to the End customer, for example when the goods or services have not been delivered.
- 4.3 Refunds in the form of gift cards, disbursement of winnings or other types of payment to cards are not permitted and a Refund may not be used for purposes other than the above or as otherwise set out in the Agreement.
- 4.4 Refunds must primarily be initiated to the same Credit card that was used in the original Transaction and may not exceed the amount of the Transaction. If it is not possible to carry out a Refund to the same Credit card, the Customer may carry out a Refund to another of the End customer's Credit cards with the following requirements:
- ▶ The original Transaction was carried out with a Credit card via Swedbank Pay Acquiring.
 - ▶ Credit card that was used for the original Transaction cannot be completed,
 - ▶ The Customer must ensure that the Refund is made to the correct End customer who has completed the original Transaction,
 - ▶ The Customer must ensure that the Refund is not carried out for fraudulent purposes and must ensure that the End customer identifies himself and can show a valid receipt for the product or service to which this relates.

If the Customer acts carelessly regarding Refunds where it generates incorrect and/or fraudulent Refunds, Swedbank Pay may demand that the Customer only carry out Refunds to the original Credit card.

- 4.5 The Customer must initiate Cancellation:
- ▶ if the End customer has completed a duplicate order in accordance with paragraph 2.9,
 - ▶ if a correction needs to be made to a Transaction that has not been included in the previous Closing balance,

- ▶ to correct a Transaction that has proved to be fraudulent and the goods or services have not been delivered, or
- ▶ if correction of an incorrect Transaction occurs immediately after the Transaction.

A Cancellation may only be made to the same Credit card that was used in the Transaction and may not exceed the amount of the Transaction. The Customer or, where applicable, the Unattended equipment may not issue cash, a cheque, a voucher or other payment instructions instead of a Refund or Cancellation. Customer receipts regarding Refund and Cancellation may be signed by the Customer's representative where applicable.

- 4.6 A Service charge previously calculated and/or paid for the Transaction will not be refunded in the case of Refund and Cancellation.

5. Collection and clearing

Swedbank Pay offers collection and clearing of Transactions as a supplementary service by agreement with the Customer. One prerequisite for this service is that the Customer must have an agreement on Acquiring with the respective issuer of these Credit cards. It is incumbent on the Customer to notify Swedbank Pay about such agreements.

6. Payment for Transactions

- 6.1 The customer must initiate the transfer of Transactions to Swedbank Pay by making a Closing balance. The customer must transmit Transactions via Technical equipment.
- 6.2 Transactions must be received by Swedbank Pay no later than two (2) calendar days after the Authorisation has been executed.
- 6.3 If Transactions are delivered to Swedbank Pay too late, Swedbank Pay has the right to charge the Customer a higher Service charge and, where appropriate, deny Card acquiring and Chargeback Acquired Transactions according to paragraph 10.
- 6.4 In the case of Acquiring of Credit card Transactions, a transfer normally take place to the Customer's bank on the Banking day after the date when the Card Transaction was received by Swedbank Pay for crediting of the Customer's Account.
- 6.5 Swedbank Pay undertakes to carry out Acquiring for all Transactions that the Customer reported via a Closing balance and delivered to Swedbank Pay if the Customer has complied with the Agreement and any Supplementary agreements. The Customer is required to send, transfer or transmit all Transactions to Swedbank Pay via a Closing balance.
- 6.6 If the sum of Card acquiring in a Closing balance means that the Customer must pay an amount to Swedbank Pay, Swedbank Pay is entitled to Charge the Customer's account, Ledger account or invoice the Customer with the corresponding amount.

7. Postponement and denial of Card acquiring

- 7.1 Swedbank Pay is entitled to postpone Card acquiring of all Transactions in a Closing balance in cases where the Closing balance, in Swedbank Pay's opinion, contains deviations according to Swedbank Pay's

control system. Swedbank Pay is entitled to conduct an investigation before Card acquiring can take place. Card acquiring takes place immediately after Swedbank Pay's investigation has been completed if the investigation does not reveal any unclear points. Swedbank Pay must notify the Customer if the investigation takes more than two Banking Days.

- 7.2 If Swedbank Pay finds any reason to suspect that one or more Transactions in a Closing balance entitle Swedbank Pay to carry out a Chargeback on an acquired Transaction in accordance with paragraph 10, Swedbank Pay is entitled to request supplementary documentation in an investigation. During the investigation, Swedbank Pay is entitled to postpone Card acquiring for all Transactions in the relevant Closing balance. Swedbank Pay is also entitled to refuse Card acquiring if the investigation shows that one or more Transactions are fraudulent.

8. Technical equipment

- 8.1 Card acquiring must always take place using Technical equipment approved by Swedbank Pay. The Customer may not use Technical equipment belonging to another Customer.
- 8.2 In the case of Card acquiring via the Internet, connection must be made via a Hosted solution, unless otherwise agreed with Swedbank Pay. When the Customer provides card payment via an App, the App developer must be able to show proof of a completed and approved program code review conducted by an independent third party at the request of Swedbank Pay. This program code review must be able to show how, for example, Credit card information and Personal data are processed as well as confirmation of the use of the Hosted solution. The Customer is responsible for ensuring that evidence of a program code review is sent to Swedbank Pay. It is the Customer's responsibility to ensure that the App developer updates the App within a reasonable time when new security defects and threats to security have been detected.
- 8.3 In the case of Card acquiring via Unattended equipment, the Customer is responsible for ensuring that installation is carried out by an authorised installer. The Customer, along with the installer, must record identification relating to an Payment terminal, computer and receipt printer, if applicable. In addition to what is stated above, the Customer must:
- ▶ document the contents to be found in the Unattended equipment cabinet. This documentation must be kept under lock and key at the Customer's premises,
 - ▶ train staff to carry out checks in accordance with paragraph 9.1 and, where appropriate, paragraph 9.2,
 - ▶ keep the key to an Unattended equipment under lock and key with a document describing who has access to it, and
 - ▶ when opening an Unattended equipment, to note such in a manual log stored at the Customer's premises.
- 8.4 The Customer is required to notify Swedbank Pay if the Customer changes Payment gateway, moves or changes Technical equipment. In such a case,

Swedbank Pay is entitled to give notice of termination of this Agreement with immediate effect.

- 8.5 Authorisations can be declined both by Swedbank Pay and the Card issuer if a Card Transaction contains incomplete or incorrect information.
- 8.6 Responses to Authorisation from a Card issuer may, through a special response code, contain instructions that a Card Transaction must be carried out using Strong customer authentication (SCA), which involves a PIN Code (Card acquiring via Terminal) or 3D Secure (Card acquiring via the Internet). In these cases, the End customer must use SCA to enable the Card Transaction to be carried out.

9. Security

- 9.1 In the case of Card acquiring via Terminal and Unattended equipment, the Customer is required to check that Technical equipment does not bear traces of damage, has not been modified and that no external equipment has been connected. If checks reveal suspected damage, intrusion or if equipment has been added, Technical equipment may not be used and the Customer must contact Swedbank Pay Support for further instructions. The Customer must also:
- ▶ if possible, carry out a fixed assembly of Technical equipment,
 - ▶ not direct any surveillance camera directly at PIN equipment,
 - ▶ place Technical equipment in a place that is fully visible to the End customer, and
 - ▶ ensure that observation protection is fitted on PIN equipment, with the exception of portable Payment terminals.
- 9.2 In the case of Card acquiring via Unattended equipment, the Customer must, in addition to what is specified above, check that an Unattended equipment or its locks do not bear traces of any damage and that the Unattended equipment is locked.
- 9.3 The Customer's processing of Credit cards and Technical equipment must be approved by Swedbank Pay in accordance with security requirements in force at any given time which primarily aim to ensure that unauthorised persons may not access Credit card information. In particular, the Customer must ensure that Magnetic stripe 2 or a Security code is not stored or saved after a Transaction has been completed. Current security requirements are defined in accordance with PCI DSS and RTS.
- 9.4 If the Customer suspects irregularities or fraudulent use of Credit card information, the Customer is obliged to report this without delay to Swedbank Pay and, where applicable, the Customer's supplier of Technical Equipment. Furthermore, the Customer must immediately hire an approved forensic investigator (so-called PFI) for the investigation of possible breaches or suspected violations of, or non-compliance with, the requirements in paragraph 8 and 9. Swedbank Pay also has the right to appoint which forensic investigator the Customer shall engage, the Customer shall bear all costs for measures taken in accordance with this paragraph.

- 9.5 Swedbank Pay shall always be entitled, without delay, to receive:
- ▶ access to all documentation regarding the Customer's and any relevant third party service providers' compliance with paragraph 8 and 9,
 - ▶ review, or request review of, the Customer's and/or third party's compliance with paragraph 8 and 9,
 - ▶ final report from the forensic investigator.
- 9.6 The Customer is responsible on its own behalf and for parties engaged by the Customer:
- ▶ for complying with requirements in accordance with PCI DSS and RTS,
 - ▶ for implementing measures at the request of Swedbank Pay and/or the Scheme associations to comply with the requirements in accordance with PCI DSS and RTS at its own expense,
 - ▶ for providing Swedbank Pay with access to status and action plans regarding the Customer's work to meet the requirements in accordance with PCI DSS, and
 - ▶ for carrying out PCI DSS and RTS security certifications at the request of Swedbank Pay and/or the Scheme associations at its own expense and for implementing the measures required to meet the requirements in accordance with PCI DSS. In the case of such security certifications, Swedbank Pay must, on request, continuously receive status reports and copies of interim and final reports such as scanning reports and the so-called Report of Compliance (ROC)
- 9.7 The Customer may not ask to be provided with, receive or use Credit card information by email.
- 9.8 The Customer must use Swedbank Pay's instructions for reducing fraudulent purchases applicable at any given time. These instructions are available on Swedbank Pay's website.
- 9.9 The Customer undertakes at its own expense, if Swedbank Pay so requests, carry out changes in the design of the payment solution and, where applicable, to acquire or implement systems and/or procedures to prevent fraudulent purchases.

10. Chargeback, Complaints and ordering of Purchase documentation

- 10.1 Swedbank Pay is entitled to carry out Chargeback on acquired Transactions:
- ▶ if the Transaction was not received by Swedbank Pay within the time prescribed in the Agreement,
 - ▶ if levels of Complaints or card fraud exceed the Scheme associations' levels valid at any given time or levels that are too high in Swedbank Pay's opinion,
 - ▶ if an investigation by Swedbank Pay or the issuer of a Credit card has shown that the Complaint was justified,
 - ▶ if the Customer fails to provide supporting documentation in accordance with paragraph 10.6 within the prescribed period, or
 - ▶ if the Customer has failed to comply with the Agreement.

- 10.2 In addition to what is stated above, Swedbank Pay is entitled to carry out a Chargeback on a Transaction via Terminal that has been carried out via Technical equipment without a EMV-approved credit card reader if the End customer disputes the Transaction or if the Credit card has been forged.
- 10.3 Transactions via internet carried out using Strong customer authentication mean that the Customer receives so-called risk reduction, which means that the Card issuer cannot normally claim for fraudulent purchases. This risk reduction applies to Credit cards of the Visa and Mastercard trademarks and digital wallets approved by Visa or Mastercard and is only applicable to new versions of 3D Secure (EMV3DS). The risk reduction does not currently cover the digital wallets MobilePay or Vipps. The customer thus bears all risk for Transactions carried out with these digital wallets.
- 10.4 Swedbank Pay may request Purchase documentation in the case of a Complaint or investigation of a Transaction. The Customer must then provide Purchase documentation free of charge in the form of Customer receipts, Transaction logs, information from systems processing 3D Secure or other documentation (e.g. signed acknowledgement of reception) regarding the Transaction(s) to which the investigation relates. This documentation must be available to Swedbank Pay for 18 months from the date of the Transaction. The documentation must be stored in such a way that they cannot be accessed by unauthorised persons and using a method which meets the requirements in accordance with PCI DSS.
- 10.5 Swedbank Pay is entitled to receive compensation for processing Complaints and Chargebacks. The fee is specified in a price list or special notice valid at any given time. Swedbank Pay has the right to impose additional fees if the requested Card purchase documentation has not been received by Swedbank Pay within the prescribed period.
- 10.6 The Customer is responsible for ensuring that requested Card purchase documentation meets the requirements for contents in accordance with the Agreement.
- 10.7 Requested Card purchase documentation must be received by Swedbank Pay within three Banking days.
- 10.8 Swedbank Pay is entitled to withhold an amount that corresponds to the assessed risk if there is a risk of Chargeback in the case of Complaints.
- 10.9 If the Customer requests supporting information or documentation from Swedbank Pay, Swedbank Pay is entitled to receive reasonable payment for production of such information.

11. Information on a Card issuer's right to Complain

Below is a summary of a Card issuer's right to complain. If the Scheme associations' regulations have been changed without Swedbank Pay having updated the Agreement or if the overall description below does not include all situations in which a Card issuer's right to complain exists, the Scheme associations' regulations apply in the first instance. The right to complain exists in circumstances including:

- ▶ non-compliance with provisions and instructions in the Agreement regarding payments with Credit cards,
- ▶ if the goods or services paid for with a Credit card have not been delivered by the Customer or by another party that is to provide the End customer with the goods or services,
- ▶ if goods or services paid for with a Credit card do not correspond with the description provided by the Customer or by another party that provided the End customer with the goods or services, or
- ▶ for fraudulent Transactions.

12. The Scheme association's quality assurance and crime prevention programmes

The Card scheme associations carry out monthly measurements of the Card issuer's reported fraudulent Transactions and Transactions subject to Complaints affecting the Customer's Credit card Transactions and compare these to the Customer's total monthly volume of Credit card Transactions. If these measurements reveal levels exceeding the Card scheme association's limit values or if any breach of the Card scheme association's rules exists, this is reported to Swedbank Pay. If Swedbank Pay considers that these levels may entail a risk that the Customer may be classified as high risk by the Card scheme associations, which means that a Card issuer is entitled to Chargeback claim for all the Customer's Credit card Transactions, Swedbank Pay must inform the Customer of that fact in writing in accordance with paragraph 9 of the General Terms.

The Customer is responsible, in consultation with Swedbank Pay, for immediately making any changes that may be necessary to meet the requirements in accordance with the above.

13. Service charges, etc.

- 13.1 Swedbank Pay provides an Web interface whereby a preliminary calculation of the Service charge per Transaction using a Credit card takes place on a continuous basis.
- 13.2 A final calculation of the Service charge is established monthly on the basis of Card Transactions received by Swedbank Pay for Acquiring.
- 13.3 The Customer receives specific information in the Web interface, or on request, on intervals of Interchange fees and Scheme fees for Credit cards issued in the EU in accordance with the EU regulations. Interchange fees applying to Credit cards issued by Card issuers outside the EU are not reported due to restrictions since these Credit cards are not covered by the EU regulations.
- 13.4 Interchange fees and Scheme fees are reported in the Web interface as information per Transaction and in each sales currency. These are only parts of the total Service charge.

14. Term of the Agreement and notice of termination

These Terms of service apply from the date when Swedbank Pay notifies the Customer that the

Agreement has been approved and for an initial period of 12 months with automatic renewal of a new twelve (12) -month period, unless notice of termination is given in writing no later than three months before the end of the current term of the Agreement.

15. Miscellaneous

The Customer is aware that an entry may be made in a special register at the Scheme associations in the event of a breach of security pursuant to paragraph 9 or if the Agreement ceases due to breach of the Agreement by the Customer or if incorrect information was provided when the Agreement was entered into. Other acquirers will have access to the register.

16. Specific conditions relating to exemptions of Strong customer authentication

- 16.1 Swedbank Pay and the Customer may agree that the Customer is entitled to ask a Card issuer to make an exemption to Strong customer authentication in specific cases, where such is permitted and possible in accordance with applicable regulations (currently RTS) and according to an assessment by Swedbank Pay. All such exceptions must be governed by a written Supplementary agreement or other written agreement in order to be valid.
- 16.2 If the above conditions are met and the Customer's Technical equipment so permits, the Customer may ask a Card issuer to make an exception to the requirement for Strong customer authentication for the Transaction in question by sending Swedbank Pay a specific indicator in the Transaction. Such a request may be declined by the Card issuer and, in that case, the Transaction is required to be supplemented with Strong customer authentication in order to be completed.
- 16.3 Requests for exemption to Strong customer authentication may involve a higher Service charge.
- 16.4 The Customer bears all risk for Transactions carried out without Strong customer authentication in accordance with paragraph 10.
- 16.5 Swedbank Pay is entitled to unilaterally cancel the Customer's ability to request exceptions to Strong customer authentication with immediate effect at any time during the term of the Agreement.
- 16.6 Supplementary agreement or other written agreement in order to be valid.
- 16.7 If the above conditions are met and the Customer's Technical equipment so permits, the Customer may ask a Card issuer to make an exception to the requirement for Strong customer authentication for the Transaction in question by sending Swedbank Pay a specific indicator in the Transaction. Such a request may be declined by the Card issuer and, in that case, the Transaction is required to be supplemented with Strong customer authentication in order to be completed.
- 16.8 Requests for exemption to Strong customer authentication may involve a higher Service charge.
- 16.9 The Customer bears all risk for Transactions carried out without Strong customer authentication in accordance with paragraph 10.

16.10 Swedbank Pay is entitled to unilaterally cancel the Customer's ability to request exceptions to Strong customer authentication with immediate effect at any time during the term of the Agreement.