

Requirements for Distributor's Agreements with Merchants regarding use of MobilePay Online ("Merchant Agreements")

1 Distributor's requirements towards Merchants

The Distributor must ensure that the following are included in the Merchant Agreements:

1. The Merchant Agreement must be in writing and be concluded directly between the Distributor and the Merchant in question.
2. The Merchant is not on the Supplier's blacklist consisting of businesses with industry codes MCC and CABC, cf. blacklist in section 2 below.
3. Complex merchant cases, e.g. escrow, super-merchant, sub-merchant setups, crowdfunding, sponsorships etc., require pre-approval from the Supplier and cannot be used for new integrations without guidance from the Supplier.
4. The Merchant needs a card acquirer agreement with an Acquirer that is signed up with MobilePay.
5. Merchants shall have a company registration number in the Territory in order to receive card payments through the Merchant Agreement.
6. The Merchant understands that payment by card via MobilePay Online can be offered only in the Territory (i) in the following languages: English, Danish, Finnish, Norwegian, Swedish or German and (ii) in the following currencies: DKK, EUR, NOK, SEK.
7. The Merchant has been informed and understands that MobilePay and MobilePay Online is the property of the Supplier. Under this Agreement, the Supplier has allowed the Distributor to enter into agreements with its Merchants on card payments via MobilePay Online. MobilePay Online is not a payment service but a rather a "pass-through digital wallet", which via MobilePay gives the End-users the opportunity to easily convert the mobile phone number the End-user have linked to MobilePay to the card information that the End-user needs in order to pay with the card that the Merchant receives.
8. The Merchant has been informed and understands that payment via MobilePay Online is a card transaction that is processed as though the End-user had entered the card details directly on the Merchant's website. MobilePay Online is not a payment solution. The Supplier is not a payment

Appendix A – Merchant Requirements and Blacklist

service provider. Settlement in relation to the Merchant is carried out by the Acquirer. All transactions must be approved by the End-user.

9. The Merchant may not accept payments via MobilePay Online for illegal activities, illegal purposes or morally reprehensible purposes.
10. The Merchant may not charge recurring payments from cards used via MobilePay Online.
11. Merchant may not store any data, including End-user's telephone number connected to MobilePay, when using MobilePay Checkout and MobilePay Online. The data is handed over with consent from the End-user and can only be used for the specific transaction / purchase. This will also apply for any other services offered to the Merchant and where the End-user accepts to use the service.
12. The Merchant informs its customers that payment online via MobilePay Online takes place directly from the payment card that the End-user has linked to MobilePay. If the Merchant cannot receive payments from the linked card, the End-user cannot use MobilePay Online with the Merchant.
13. When receiving card payments via MobilePay Online, the Merchant has an obligation to follow the Acquirer's rules and conditions for payments with payment cards in general.
14. The Merchant understands that it must comply with all applicable laws from time to time for e-commerce in relation to the Merchant's sale of goods and provision of services, including but not limited to the rules on information requirements, marketing and processing of personal data, fraud, corruption and Anti-Money Laundering. If the Merchant does not comply with these obligations, it shall be regarded as a breach of the Merchant Agreement.
15. The Merchant may not store data about the payer in violation of applicable laws.
16. The Merchant has an obligation to comply with the current applicable laws on imposing charges on the End-users.
17. The Merchant may not impose any charges for the use of MobilePay Online, as MobilePay Online is not a payment solution.
18. The Merchant must retain transaction receipts in accordance with the agreement with its Acquirer and in accordance with current legislation, and receipts must be retrievable in accordance with the Acquirer's terms and conditions.
19. The MPO transactions are monitored by the Supplier at the same level as card transactions are.

Appendix A – Merchant Requirements and Blacklist

20. The Merchant is kept informed of special security measures or other requirements regarding MobilePay Online made by the authorities or the Supplier.
21. The Merchant understands that the Distributor must approve the Merchant's technical setup.
22. MobilePay Online does not support 3D Secure.
23. The Merchant Agreement may be terminated without notice if requested by the Supplier, the authorities or the Scheme Owners.
24. The Merchant Agreement may be terminated without notice if the Merchant is in default in respect of the Merchant Agreement. Default includes but is not limited to the following: a) the Merchant fails to meet its payment obligations under the Merchant Agreement; b) the Merchant suspends its payments; c) the Merchant initiates restructuring proceedings; d) the Merchant is declared bankrupt or subjected to another type of insolvency proceedings; e) the Merchant is subject to distraint or seizure; f) the Merchant does not comply with the legal rules that apply to the sale of the Merchant's goods or services; g) the Merchant does not immediately comply with any legitimate claims arising from objections from the End-users about goods or services; h) the Distributor or the Supplier receives repeated objections from the End-users; and i) the Merchant does not otherwise comply with the Merchant requirements in this appendix.
25. The Merchant has been informed that the Merchant's name may appear on a list of the shops where it is possible to pay with a card via MobilePay.
26. The Merchant understands that the Supplier has all rights to the MobilePay trademarks. The Merchant may not violate the Supplier's intellectual property rights. The Merchant's use of the MobilePay trademarks may not create the impression that goods and services are sponsored, produced, offered, sold or otherwise supported by the Supplier or the Distributor.
27. The MobilePay Trademarks may be used only in the approved form and only in conjunction with online payments via MobilePay Online on the Merchant's websites. The Distributor must ensure that the Merchant ensures that the use of MobilePay's trademarks meets the requirements, guidelines and standards approved and established by the Supplier. The Distributor must also ensure that the Supplier's employees or representatives is able to contact the Merchant at reasonable times in order to ensure that the MobilePay trademarks are used in accordance with the Supplier's instructions and standards.
28. In case the Merchant becomes aware of any activity carried out by third parties that may involve a violation of the Supplier's interests and the MobilePay trademarks, the Merchant must

Appendix A – Merchant Requirements and Blacklist

immediately inform the Distributor in writing. Subsequently, the Distributor shall immediately ensure that the Supplier is informed of this.

29. The Merchant informs the Distributor immediately if the Merchant becomes aware of any claims or allegations from third parties that the MobilePay trademarks are invalid or that the use violates the rights of third parties. The Distributor must immediately pass on this information to the Supplier. If the Distributor becomes aware of any claims or allegations from the Merchant or third parties that the MobilePay logos are invalid or that their use violates the rights of third parties, the Distributor must immediately inform the Supplier of any such claim or allegation.
30. The Merchant may not transfer its rights or obligations under the Merchant Agreement to a third party without prior written approval from the Distributor
31. The Merchant Agreement and disputes arising from the Merchant Agreement are subject to the law and jurisdiction of the Merchant.
32. The Merchant shall use the Supplier's MobilePay designations, logos and the trademarks associated herewith (the "Trademarks") as intended and in accordance with the instructions set out as amended from time to time (download here: <https://developer.mobilepay.dk/design>).
33. The Merchant shall acknowledge that the MobilePay designations and Trademarks are the property of the Supplier and shall acknowledge that all use hereof shall inure to the benefit of the Supplier.
34. The Merchant shall ensure that the Services under the MobilePay designations and the Trademarks will conform to and comply with the requirements and standards approved and provided by the Supplier.
35. The Merchants Agreement shall allow the Supplier and/or its authorised representatives to access the premises of the Merchant at all reasonable times for the purpose of ensuring that the MobilePay designation and the Trademarks are used in compliance with the Supplier's standards and instructions.
36. The Merchant shall seek the prior written approval of the Supplier for all matters pertaining to the marketing and advertising strategies and promotion of MobilePay.
37. If the Merchant becomes aware of any allegation or claim by a third party that the Trademarks are invalid or that the use thereof infringes any rights of a third party, the Merchant shall immediately inform the Supplier of any such claim or allegation.

2 Blacklist

Merchants included in the below Merchant Category Codes (“MCC”) are prohibited to use MobilePay Online:

MCC	Description
4829	Money Orders, Wire Transfer
6050	Quasi Cash, Member Financial Institution
6051	Non-Financial Institutions – Foreign Currency, Money Orders
6211	Securities, Brokers/Dealers
6529	Quasi Cash, Remote Stored Value Load - Member Financial Institution
6530	Quasi Cash, Remote Stored Value Load - Merchant
6534	Quasi Cash, Money Transfer - Member Financial Institution
7321	Consumer Credit Reporting Agencies
7801	Government-Licensed On-Line Casinos (On-Line Gambling)
7995	Betting (including Lottery Tickets, Casino Gaming Chips, Off-Track Betting and Wagers)
9222	Fines
9223	Bail and Bond Payments
9754	Quasi Cash, Gambling, Horse Racing, Dog Racing, State Lotteries

Regardless of the registered MCC above, the following products and/or services are blacklisted: bitcoins, stock trade, binary options, gambling, betting, bonds, money transfers, streaming of porn, debt collection, pyramid schemes, pyramid business models, multilevel marketing, drugs and other illegal goods and activities etc.

If in doubt, the Merchant should contact the Distributor. The Distributor will then contact the Supplier for approval.

The blacklist above may be amended by the Supplier from time to time.