

## TERMS AND CONDITIONS FOR MOBILEPAY BUSINESS SOLUTIONS

**Effective from 3 May 2023 for businesses in Finland**

MobilePay business solution (in the following called the ‘Solution’ ) comprises payment services and ancillary services (in the following called the ‘Products’ or a ‘Product’ for individual services) that businesses can use to receive and request payments from private users of the MobilePay application (in the following called the “MobilePay App” ), including getting access to the MobilePay Portal (in the following called “the Portal” ), which gives a merchant the possibility to administer its Solution. The Portal is not a payment service.

To get access to the Solution, the merchant, who wants to enter into an agreement with MobilePay regarding the Solution (in the following called “Merchant” or “you” ) must have a valid and active Finnish Business ID. Furthermore, the Merchant must enter into an agreement on access to the Solution (the “ Agreement” ) with Vipps MobilePay AS, Finnish branch ( ‘MobilePay’ or “we” ) and have created a user account on the Portal.

In addition to these terms and conditions, the currently valid versions of the

following documents issued at the local MobilePay website apply:

- Prices for MobilePay business solutions

**Please note that payment services are governed by the applicable national payment services laws.**

**Unless otherwise stipulated by these terms and conditions or agreed with us, MobilePay has deviated from the provisions of the applicable laws to the extent permissible.**

The terms and conditions for Solution are divided into the following sections:

- Section A describes the general terms and conditions
- Section B describes MobilePay MyShop
- Section C describes app payments with MobilePay
- Section D describes MobilePay Point of Sale
- Section E describes MobilePay Memberships
- Section F describes MobilePay Subscriptions
- Section G describes MobilePay Invoice

When a natural person accesses our services as a representative of a Merchant, MobilePay records and uses personal data about such a person to provide the best

advice and solutions, and to comply with the legal requirements we are subject to as an e-money institution. You can read more about how MobilePay uses personal data and your rights in our privacy notice available on our website.

When you as a customer, or when someone on your behalf as a customer, discloses information to MobilePay, you warrant that you are entitled to give us this information. You must also ensure that such persons have been informed of MobilePay's processing of personal data.

The English translation of terms and conditions has been made available solely for informational purposes. In the event of conflict between the local official language

version and the English version, the local language shall prevail.

## **Section A – General terms and conditions**

### **A1.Changes to terms and conditions**

MobilePay may change the terms at any time and without giving notice in advance, including modifying the Solution and/or the Portal.

The Merchant will be informed of the changes via messages in the Portal or via email.

The new conditions will apply to the Merchant unless the Merchant inform us that the Merchant does not wish to be bound by them.

If the Merchant informs MobilePay that the Merchant does not want to be bound by the new conditions, we perceive this message as the Merchants termination of the Agreement applicable from the time where MobilePay received the message.

The Merchant has a duty to keep its contact information up to date. The Merchant assumes responsibility for failure to receive notice of changes if it has failed to inform MobilePay of changes to email addresses.

### **A2.Prevention of money laundering and/or terrorist financing**

Under applicable law, MobilePay is obliged to apply customer due diligence measures when establishing customer relationships.

MobilePay must therefore verify the identity of the Merchant, including its beneficial owners, etc.

This means that the Merchant must provide the information, documentation, etc., that MobilePay needs to carry out the customer due diligence, including risk assessment.

MobilePay must continuously follow-up on this information and may request additional information. The Merchant is when establishing the customer relationship and on an ongoing basis obliged to continuously provide MobilePay with the required information so that MobilePay can fulfil its obligations under applicable laws. Failure to comply

may result in the termination of the Agreement. If at MobilePay' s discretion we do not have sufficient understanding of the Merchant' s activities, ownership structure, use of the Solution etc., MobilePay will be allowed to terminate the Agreement with immediate effect by giving a written notice to the Merchant.

### **A3.Commercial purposes**

The Solution must solely be used for commercial purposes, only by the Merchant itself and only for receiving and requesting payments from private users. The Merchant may not set up payment points or otherwise receive payments on behalf of other businesses. Any information obtained is strictly for the Merchant' s own use. The Merchant is not permitted to disclose the information



to anyone else or use it for any purposes other than using the Solution. The Portal may solely be used for business purposes related to the Solution.

The Solution may be used for fundraising purposes solely in accordance with applicable laws and guidance from competent authorities, and is subject to MobilePay' s prior written consent.

Any fundraising must comply with the rules applicable at any time on use of the MobilePay logo etc., which are provided on approval of the fundraising.

The Solution may not be used for debt collection, money remittance, disbursing cash or transferring money from the

Solution to solutions that could function as payment instruments.

The Solution and the Portal may not be used for illegal activities or purposes. The Solution and the Portal may not be used for activities or purposes that MobilePay deems to be morally or ethically questionable or which could harm our image or brand.

MobilePay reserves the right to block the Merchant' s access to the Solution and/or the Portal if the Merchant fails to comply with the Agreement. We may also terminate the Agreement if the conditions are not observed.

Before concluding the Agreement, MobilePay will evaluate the Merchant' s

intended use of the Solution and may refuse to enter into the Agreement following such evaluation.

MobilePay is entitled to regularly assess the Merchant' s financial position and request further information.

#### **A4. Refunds**

The Merchant may make refunds if a customer wants to return a purchase, for example. The Merchant cannot reverse more than the amount paid by the customer. MobilePay is not obliged to execute refunds for which there is no cover on the relevant pooling account allocated to the Merchant.

#### **A5. Duty to inform**

The Merchant must notify MobilePay in writing and/or in the Portal of any changes

in the circumstances indicated when the Agreement was concluded, including:

- Documentation and/or information delivered for the purpose of customer due diligence
- Control of the Merchant, including changes in ownership (identity of the new owner, chairman of the board, etc.) or organisational changes in the ownership structure or the board
- Management of the Merchant, type of company and sector, address, telephone number, email address, contact person(s)
- Updates to any statutory or permissions (e.g. fundraising permits) or if the Merchants revenue received via the Solution exceeds the amount declared during registration
- Bank account number

- In addition, any change/information that could affect the Agreement, such as a change of Business ID, cancellation of Business ID, sector, new product groups/service groups.

If this is not observed, MobilePay may view it as a breach of the Agreement.

#### **A6. Intellectual property rights**

All copyrights, trademarks, business marks and other intellectual property rights to and pertaining to the Solution and the Portal, including MobilePay' s logos, are the property of MobilePay or our licensors. The Merchant may not reproduce, copy, display, assign, publish or use these intellectual property rights or the Solution and the Portal in any way whatsoever, except to the extent necessary to use the

Solution or the Portal as provided in these terms and conditions.

The Solution is MobilePay' s property and may only be used by the Merchant subject to the conditions and guidelines stipulated by MobilePay. The Merchant may not assign its right to use the Solution to any third party.

Any matter relating to the marketing, advertising and promotion of the Solution and/or the MobilePay App is subject to MobilePay' s prior written consent, and the Merchant may not publish your use of the Solution without our consent.

When the Merchant enters into the Agreement, it also consents to MobilePay citing it as a customer in its marketing and

stating the name of the Merchant and reproducing its logos.

#### **A7. Fees and receipts**

The Merchant has an obligation to comply with applicable legal requirements on collecting fees from its customers for the use of the Solution.

When a private user makes a payment using the MobilePay app, the purchase date, purchase amount, transaction ID, the Merchant's name and address etc. may appear on the private user's account statement or MobilePay Box, but this does not replace the purchase receipt the Merchant has to provide to its customer.

#### **A8. Responsibility for employees' use**

The Merchant must ensure that its employees who use the Solution and the

Portal are familiar with these terms and conditions. The Merchant is responsible for the employees' use of the Solution and the Portal.

The Merchant amongst other bears the risks associated with:

- passwords being kept secure and not being disclosed to any third party
- an employee's incorrect or unauthorised use of the Portal
- external invited users' incorrect or unauthorised use of the Portal
- unauthorised use within the Portal.

#### **A9. User rights and Super Manager**

MobilePay can require that the physical person(s), who act(s) as representative(s) on the Portal on behalf of the Merchant, must be verified with FTN.

When signing up for the Solution and creating access to the Portal, the person who has confirmed that he or she is authorised to create the Solution on behalf of the Merchant will automatically receive management rights and be assigned the role of 'Super Manager' in relation to the Portal. The Super Manager acts on behalf of the Merchant.

MobilePay does not assume any responsibility for the Super Manager's management of user rights etc., nor for the users who are granted access.

In the role as Super Manager, the Super Manager is entitled, on behalf of the Merchant, to add and manage the Solution and the Portal, connect beneficiary accounts and user access in the

Portal. This includes an overview of all linked users' names and email addresses.

The Portal allows the Merchant to use multi-user login, where your Super Manager can link users with different roles and rights.

It applies to all role types that it is not possible from the Portal to move money between or from the bank accounts which you have registered for receipt of payments in the Solution.

If the Merchant deregisters from MobilePay or is no longer registered with a MobilePay product, access to the Portal will automatically be blocked for all types of users at 30 days' notice of termination.

#### **A10. Responsibility for the Merchant's products and services**

The Merchant must comply with the legal requirements etc. governing trade of the Merchant's goods and services applicable at any time, including requirements governing the treatment of information about private users that the Merchant obtains. This applies, among other things, to the rules on the duty to inform, marketing, concluding agreements with customers and processing personal data. If the Merchant does not meet these obligations, we will deem this a breach of the Agreement. Please note that we do not provide information on the applicable rules of law in this area.

It should also be noted that MobilePay and the Merchant are each responsible for their own data.

#### **A11. Special provisions on responsibility and liability**

The Merchant is responsible for complying with the terms and conditions for use of the Solution and the Portal.

Please note that additional provisions on responsibility and liability may apply to the individual solutions and services.

#### **A12. Pooling account and link to a bank account**

##### **A12.1. Pooling account**

All payments made with a MobilePay payment service that the Merchant receives are deposited by MobilePay into a technical pooling account (the "Pooling Account" ), and settled by MobilePay to the Merchant's registered bank account.

The amounts received may be held together with the funds stored for other customers in the Pooling Account.

#### **A12.2. Linking and verifying the Merchant' s account**

To access the Solution, the Merchant must register to the Solution a local corporate bank account that is directly owned by the Merchant. A sole trader may register his/her own private account, provided that use of the private account for business related purposes complies with the terms and conditions of the specific bank at any given time. The Merchant can register multiple bank accounts to the Solution. Before the Merchant can receive payments, the bank account(s) registered to the Solution must be verified by MobilePay. All payments will thereafter be

transferred automatically to the registered bank accounts.

#### **A12.3. Receipt of payments**

Once MobilePay has verified the Merchant' s bank account(s), all payments made using the Solution will be transferred to the bank accounts once a day, unless a different settlement period has been agreed by the parties

MobilePay reserves the right to postpone transfers to the bank account in cases where we need to carry out investigations or resolve an ongoing dispute concerning the Agreement or Solution, including amongst others in case of lack of payment of fees, and/or where this is necessary to comply with current legislation, judicial

orders or requests from the competent authorities.

#### **A13. Statement of the Merchant' s transfers via an API**

The Merchant has the ability to get reporting files in several ways. The Merchant can choose to download reporting files yourself or via the Portal. You can also choose to integrate with a Transactional Reporting API, and in this connection, you will receive one or more API keys. API keys are provided in the Portal, developer portal or directly by contacting [developer@vippsmobilepay.com](mailto:developer@vippsmobilepay.com). The Merchant is responsible for securing its API keys. The Merchant may not publish or share the API keys with any unauthorised persons. Failure to secure the API keys will increase the likelihood of fraud on the Solution and



potential losses to the Merchant or its customers. MobilePay is not liable for any losses incurred due to misplaced or misused keys. Contact MobilePay immediately by e-mail or phone if you become aware of any unauthorised use.

The Merchant is responsible for its employees' and integrator's use of the APIs provided by MobilePay, including e.g. access to the APIs and to the information delivered through the APIs.

The Merchant is not allowed to use the MobilePay API for any purpose, function or feature not described in the documentation or otherwise communicated by MobilePay. The API and documentation will be updated by adding or removing functionality. We will provide

you a notice in the event of material changes or removal of functionality from the API so that you may continue using the Solution with minimal interruption.

#### **A14. Prices and collection**

The current prices for the Solution are shown in the price lists for MobilePay business solutions – see the local MobilePay website.

The 30 days' notice period shall not apply if MobilePay charges VAT retroactively in accordance with these terms and conditions.A14.3

##### **A14.1. Changes to prices**

Prices are handled differently for 'ongoing contractual services' and 'one-off services'. 'One-off services' are, for example, when a Merchant

purchases an additional one-off service or orders extra stickers. 'Ongoing contractual services' usually cover an agreement running for a certain period of time, such as this Agreement.

MobilePay may lower prices without notice. MobilePay may also introduce and raise prices for one-off services without notice. The same applies to new ongoing contractual services.

For existing ongoing contractual services, MobilePay may raise the standard prices the Merchant pay or introduce new fees, subscription payments, etc. (prices for services we did not previously charge for) at 30 days' notice if the changes are due to market, earnings or competitive factors, including risk, regulatory and cost factors. Such factors could be:

- a generally higher cost level
- greater operational risk
- changes in the law, legal practice or measures taken by public authorities etc.
- rationalisation of the use of our resources
- changes in taxes and duties
- capital requirements etc.
- a commercial need for changes in our pricing and fee structure
- that the basis on which your individual price terms were previously determined changes materially.

The Merchant will be informed of the changes via messages in the Portal or via email.

New prices will apply to the Merchant from the date they take effect, unless you notify us that you do not want to be bound by them before the changes enter into force. If the Merchant notifies MobilePay that the Merchant does not want to be bound by the new conditions, we perceive this message as the Merchant's termination of the Agreement.

#### **A14.2. Collection/settlement**

For most solutions, the Merchant may choose between the following two settlement methods:

1) The due amount is deducted from the revenue in the Pooling Account before this is transferred to the bank account registered by the Merchant as the

receiving account for the given Product. If MobilePay provides services that are subject to VAT, the Merchant will receive an invoice for these.

2) The due amount is collected by issuing an invoice once a month covering the Merchant's total fees/charges for the previous month. An invoice fee will be added, and the business will receive an invoice for this.

For Products subject to a paid subscription or other non-transaction-related fees, these will be charged in line with the agreement the Merchant otherwise has with MobilePay regarding method of payment. The Merchant will be able to see information about this in the Portal.

If the Merchant has chosen settlement method 1, the Merchant may use the Portal to choose from which point of sale the monthly MyShop subscription is to be deducted.

Please note that if there is insufficient revenue to cover fees etc., MobilePay reserves the right to issue an invoice.

MobilePay is entitled to bundle and debit fees etc. more than one month after the transaction to which they relate has been processed.

Fees etc. may be collected in other ways where so agreed between the Merchant and MobilePay. There may be administrative charges in connection with fee collection.

The collection method chosen has no bearing on MobilePay' s right to set off.

MobilePay is entitled to demand payment for providing additional information or information delivered more frequently than entailed in the terms and conditions for MobilePay business solutions when the Agreement was entered into. We may demand payment for sending information to the Merchant about the payments made.

#### **A14.3. VAT**

The prices for the Solution and associated services have been stated excluding VAT, unless otherwise noted. If the Solution is, becomes or has been subject to VAT, we are entitled to add VAT to prices and collect the VAT from the Merchant.

To avoid misunderstandings, please note that we may also collect VAT we have paid for services already provided to or paid for by your business.

#### **A15. MobilePay' s responsibility and liability**

MobilePay is liable for damages for late or defective performance of our contractual obligations resulting from error or negligence.

However, MobilePay is not liable for losses related to the Portal resulting from:

- the Merchant' s disclosure of passwords to the Portal
- modifications to the security system (not performed by MobilePay)

- the security system' s integration with other systems or software not supplied by MobilePay
- information and data supplied by third parties.

Even in areas of strict liability, MobilePay is not liable for losses arising from:

- breakdown of or lack of access to IT systems or damage to data in these systems due to any of the factors listed below and regardless of whether MobilePay or a third-party supplier is responsible for the operation of these systems
- power failure or a breakdown of telecommunications, legislative or authority intervention, natural disasters, war, riots, civil unrest, sabotage, terrorism or vandalism

(including computer virus attacks and hacking)

- strikes, lockouts, boycotts or picketing, regardless of whether MobilePay or its organisation is itself a party to or has started such an industrial dispute and regardless of its cause. This also applies if the dispute affects only parts of MobilePay
- other circumstances beyond the control of MobilePay.

MobilePay is not exempt from liability to the extent

- MobilePay ought to have foreseen the cause of the loss when the Agreement was entered into or ought to have avoided or overcome the cause of the loss

- a party is not allowed under applicable laws to limit its liability.

MobilePay is also not liable for:

- any loss incurred by the Merchant as a result of its customers' or any third party' s unauthorised use of and/or access to the Solution
- any indirect losses, operating losses, loss of business or loss of interest.

MobilePay' s liability for damages has been exhaustively set forth above.

#### **A16. Breach of contract**

Breach of contract includes, but is not limited to, the following events:

- the Merchant fails to meet its payment obligations under the Agreement, such as in relation to payment refunds or

non-payment of issued notes, invoices, etc.

- the merchant is requested to be liquidated, including being subject to voluntary liquidation and compulsory liquidation
- the Merchant suspends its payments
- the Merchant is subject to reconstruction
- the Merchant is declared bankrupt or is subject to other forms of insolvency proceedings, including suspension of payments, negotiations for a composition or debt restructuring
- the Merchant is the subject to an execution or attachment order
- the Merchant otherwise ceases its activities, regardless of the reason
- the Merchant significantly or repeatedly fails to comply with the

legal requirements etc. governing the sale of its goods and services

- the Merchant does not immediately comply with requirements arising from reasonable objections raised by your customers regarding your business' s goods or services
- MobilePay receives repeated reasonable objections from the Merchant' s customers
- the Merchant otherwise fails to comply with the Agreement or guidance issued by MobilePay.

## **A17. Termination**

### **A17.1. Termination by Merchant**

The Merchant may terminate the Agreement covering the Solution, including the Portal, in writing without notice period. The Merchant can also

unsubscribe the specific Solution in the Portal. If the Merchant is not subscribed to any Solution, the Agreement will deemed terminated after 30 days. The termination will not affect any claims made by MobilePay against the Merchant as a result of customer objections. Subscription fees and any prepaid charges are not repayable. Notwithstanding the termination we reserve the right to issue an invoice for any unpaid bills, fees or other claims.

### **A17.2. MobilePay' s termination**

MobilePay may terminate the Agreement in writing at 30 days' notice. In the event of breach of the Agreement, we are entitled to terminate the Agreement at less than 30 days' notice or without any notice period.

MobilePay may also terminate the Agreement with immediate effect if we have reasonable and objective grounds for the termination, including termination based on risk assessment.

MobilePay may block access to the Solution with immediate effect if at MobilePay's discretion the Merchant is directly or indirectly subject to local and/or international sanctions or in case of suspected violation of anti-money laundering and/or tax control regulations.

MobilePay may furthermore block access to the Solution without notice on suspicion pending further investigation of unauthorised use of the Solution, payment points, the Portal and/or the Agreement,

suspicion of fraud or if MobilePay cannot meet its obligations under the anti-money laundering legislation, for example if the Merchant does not have a verified account to receive payments. Upon completion of the investigation, the Solution may either be reactivated or terminated in accordance with the Agreement.

The termination also covers access to/use of the Portal.

Please note that if the Merchant has not signed up for any MobilePay Solution, MobilePay has the right to terminate the Agreement at 30 days' notice. If the Merchant wishes to use MobilePay at a later date it must re-register. This means

that a new registration fee must also be paid.

#### **A18. Change of address and assignment of rights**

The Merchant is obligated to keep its email and postal address up to date in the Portal, as important messages are sent via this.

The Merchant may not assign its rights and/or obligations in relation to the Solution without our prior written consent. You may not assign the agreement covering the Solution to a third party.

#### **A19. Recording of calls**

MobilePay reserves the right to record and/or register telephone conversations (both when you call us and we call you) and other communication with your



business. We do this to document the content of the call/communication, including for administrative use. The recording/registration is for MobilePay' s own use only, including in relation to any legal proceedings.

#### **A20. Processing of information**

MobilePay receives branch code and account number information from the Merchant for the bank(s) the Merchant has registered in the Solution.

When you have an agreement with MobilePay on any Solution, you also consent to MobilePay disclosing information about the Merchant' s Solution and use of the Solution, Business ID and branch code and account number to the bank(s) that the Merchant has

registered in the Solution. We may also disclose information as stated in the technical documentation on MobilePay' s Developer Portal.

Information regarding termination of the Agreement may also be shared with the bank(s).

This information is disclosed so that the receiving bank(s) can provide support to the Merchant and make information available to the Merchant in their receiving account. The Merchant' s branch code and account number are disclosed, so that the bank(s) the Merchant has registered in MobilePay can validate and inform MobilePay that the account(s) belongs to the Merchant. Further, MobilePay can disclose aggregated information about

amongst others the total amount of and number of transactions per payment point to the bank(s) that the Merchant has registered in the Solution, so the receiving bank(s) can advise the Merchant about the Merchant' s use of the Solution and in order for MobilePay to report to, and potentially settle with, the receiving bank(s).

When the Merchant receives or requests money using the Solution, MobilePay will send a message containing the amount, the Merchant name you have registered, your MyShop number if relevant, the date of the transfer and your optional message and logo to the private user.

### **A20.1. Consent to processing of personal data when you use payment services**

You consent to the processing of your personal data when you use the payment services provided by MobilePay.

The personal data processed is information such as name, address, personal identity code, phone number, payment account number, information about the services you are receiving, such as payment transactions, including where you have used the Solution, whom you have transferred money to or received money from, and how you use the Solution.

Data may be disclosed to payment service providers, such as acquirers and banks, other third parties involved in processing

the transaction and any relevant beneficiaries.

The data is used to providing the payment services by MobilePay to you, including to execute payment transactions, generate transactions and make entries, generate entry summaries, submit statutory reports to public authorities, such as the taxation authorities and the competent financial supervisory authorities, and make digital self-service solutions available to you.

The data is processed in accordance with 'Information about MobilePay' s processing of personal data' , which can be found at MobilePay' s website.

You may withdraw your consent at any time by writing to [privacy@vippsmobilepay.com](mailto:privacy@vippsmobilepay.com) , but this

will mean that you can no longer use the Solution.

MobilePay may process business contact information about the Merchant' s employees if provided to MobilePay, for example e-mail addresses, names and phone numbers, as well as publicly available information.

### **A20.2. GDPR, EU Standard Contractual Clauses ( "SCC" ) and independent data controller relationship**

The Merchant and MobilePay accept and acknowledge to comply with the obligations set out in applicable data protection laws, including the General Data Protection Regulation 2016/679 ( "GDPR" ) and any applicable national supplementary legislation as amended from time to time.



The Merchant and MobilePay acknowledge that we act as independent data controllers with respect to the transaction data processed. The Merchant and MobilePay shall, based on the specific circumstances, take all necessary measures to ensure compliance with the applicable legislation with regard to responsibilities and the determination of roles as data controller or data processor respectively.

To the extent using the Solution by a Merchant entails transfer of personal data to a country outside the EU/EEA, that does not provide adequate levels of protection pursuant to EU regulation, then by entering into the Agreement, the Merchant and MobilePay are entering into EU Standard Contractual Clauses (EU SCC)

as set out in the SCC Agreement which can be found [here](#). Greenland is the only non EU/EEA country, where EU SCCs are currently required.

#### **A21. Objecting to payments**

If a private user raises a claim against MobilePay as a result of an objection relating to the purchase of goods or services from the Merchant, MobilePay may instruct the private user to raise the claim against the Merchant. If a claim for reversing or refunding a transaction is made to MobilePay by a private user or another payment service provider pursuant to applicable laws or contractual obligation, MobilePay will consider the matter in accordance with the applicable legal requirements. The Merchant must indemnify MobilePay for any such claims. We have the option to set off any claims.

#### **A22. MobilePay' s right to reimbursement**

MobilePay is entitled to claim reimbursement for:

- any amount we pay on behalf of the Merchant, such as taxes, duties and communication costs
- disputed payments that MobilePay is required to reimburse to any third party, including disputes a private user has raised with MobilePay; and
- costs that we have incurred in order to handle disputes the Merchants raise with us as a result of payment using MobilePay.

**A23. MobilePay' s right to set-off**

MobilePay is entitled, without prior notice to the Merchant, to set off any amount that the Merchant owes, whether due or not, against any present or future receivable you may be due from us.

**A24. Supervisory authority**

MobilePay is authorised by and under the supervision of Finanstilsynet (the Norwegian Financial Supervisory Authority), Postboks 1187 Sentrum, 0107 Oslo, Tel. +47 22 93 98 00, [www.finanstilsynet.no](http://www.finanstilsynet.no) .

MobilePay's operations are also monitored within the scope of its authority by the Finnish Financial Supervisory Authority, Snellmanninkatu 6, PL 103, 00101 Helsinki.

**A25. Complaints**

If you wish to make a complaint, you can contact us by email at: [reklamaatit@mobilepay.fi](mailto:reklamaatit@mobilepay.fi)

**A26. Commissions**

In some cases, MobilePay receives commissions or other forms of

consideration when we sell a business partner' s products or refer customers to a business partner. The Merchant can receive information about MobilePay' s business partners by contacting us or on our website.

**A27. Governing law and venue**

These terms and conditions and any disputes arising from them are subject to Danish law, and the proper venue will be the courts of Denmark.

**A28. The Portal****A28.1. Log-in**

To create a user account on the Portal, the Merchant must enter an email address and a password of its own choice.

The Merchant, including employees, must

ensure that the information entered in is correct and will be updated if changes occur.

### **A28.2. Technical measures**

An Internet connection is required to use the Portal. The Merchant must bear all expenses in this connection and must purchase, install, set up and maintain the IT equipment required. The Merchant must also arrange for any adaptations to its IT equipment that may be required to use the connection and ensure continuity of operations.

### **A28.3. Security**

The Merchant is responsible for ensuring that the user name(s), password(s) and other login data for the Portal are stored

securely, and that no unauthorised persons gain access to them.

MobilePay may require that certain functions or changes has a two factor verification. For example, you might have to confirm a change by entering a code sent by text message before it takes effect.

MobilePay reserves the right to block access to the Portal if we detect actual or attempted misuse. If access is blocked, the Merchant will be notified as soon as possible.

### **A28.4. Storing the user name and password**

The following rules apply to use of the Portal:

- The user name(s) and password(s) may only be used by the Merchant

- The password chosen may not be used for other services
- The password must not be written down
- Passwords must be changed at regular intervals

### **A28.5. Blocking**

The Merchant must notify MobilePay if access to the Portal has to be blocked. The Merchant is responsible for all actions performed until MobilePay has been requested to block access.

### **A28.6. Unauthorised use or potential unauthorised use**

The Merchant must immediately contact MobilePay to block your access if the Merchant:

- suspects unauthorised use of the Portal, or



- another party has become aware of the password.

## **B MobilePay MyShop**

In addition to the terms and conditions set out in section A, the following terms and conditions apply to MobilePay MyShop.

### **B1. What is MobilePay MyShop?**

MobilePay MyShop is a payment solution that includes:

- an app ( "MyShop App" ) the Merchant can use to receive and request payments for goods and services from MobilePay users, and-
- the Portal, where the Merchant can see the total payments from private users and manage their MobilePay Solutions and other services associated with MobilePay MyShop.

A "MyShop number" refers to a unique payment ID that private users can transfer payments to.

The Merchant can use MobilePay MyShop with several different MyShop numbers. You can create and delete MyShop numbers in the Portal. When a MyShop number is deleted, you can no longer receive payments from customers via the MyShop number.

The Merchant can also receive e-money payments from MobilePay Box.

### **B2. Activating MobilePay MyShop**

As soon as the Merchant has entered into an agreement regarding MobilePay MyShop and MobilePay MyShop has been activated, payments may be received from

your customers, either as a transfer of funds made with MobilePay App or using e-money from the private user's MobilePay Box.

The Merchant will be sent stickers which you can display to inform customers that they can use MobilePay to pay for goods and services at your business. The stickers are free of charge and will be sent to the address provided in the Portal.

Where possible, devices on which the MyShop App is installed should be locked with a password or a keypad lock.

### **B3. Use of MobilePay MyShop**

### **B3.1. Not for advance payments or subscription agreements**

MobilePay MyShop may not be used to receive payments for products and/or services that will be delivered after the payment or for subscription agreements.

### **B3.2. Clearly displayed information at business premises**

Only official material supplied by MobilePay may be used to indicate the possibility to pay using MobilePay App. In physical stores, stickers must be placed at eye level, unobstructed by other elements. The Merchant must ensure that:

- information is posted at the entrance to its business premises or sales counter, clearly and visibly informing private customers that they can pay using MobilePay

- QR-code or the MyShop number to which payments must be made is displayed clearly at the payment point.

If the Merchant's MobilePay MyShop agreement is terminated, irrespective of the cause, the MobilePay stickers must be removed.

MobilePay is not liable for any damage to shop furnishings or other equipment resulting from the Merchant's use of the stickers or any other MobilePay MyShop material.

### **B3.3. Request for payment with MobilePay**

The Merchant must inform the customer of the final purchase amount before requesting payment.

The customer can then transfer the amount to the Merchant's MyShop number. You can also send a request with the final purchase amount to the customer.

Requests for payment using MobilePay must be made in accordance with the applicable guidelines.

The requested amount may not exceed the purchase amount. MobilePay thus cannot be used to make cash withdrawals.

Finally, you can allow customers to pay using MobilePay App, including e-money from MobilePay Box, via a link or a QR code – e.g. on an invoice. The link/QR code can be generated through a third party, such as a financial management



system, if the third party offers this, or the Merchant can generate the link/QR code itself.

MobilePay solely makes this functionality available, and we assume no responsibility for the Merchant or the third party generating the link/QR code. Please also note that we do not provide support if the link/QR code is generated via a third party. In such cases, you must contact the third party.

#### **B3.4. Customer payments**

As soon as a customer has approved a payment in the MobilePay App, the customer can see that the amount will be paid.

The money is transferred only if the payment is approved and the private user' MobilePay app and/or the Solution is not blocked.

#### **B3.5. Confirmation of transfer to the customer**

Customers receive confirmation of transfers in the MobilePay App once payments are completed. These are transfer confirmations and not purchase receipts. The Merchant must provide your customers with a purchase receipt in accordance with applicable requirements.

#### **B3.6. Post-transaction information**

Customer payments using MobilePay can be viewed by the Merchant in the MyShop App and the Portal immediately after the customer has completed the payment.

This is your documentation for the

completion of the MobilePay transfer to the Merchant' s account.

For payments made using e-money, the e-money amount received will be converted to ordinary money and added to your account. Each transaction will specify whether payment was made using ordinary money or e-money.

#### **B3.7. Merchant logo and location**

The Merchant can upload its logo to the MyShop App to display it on private users' activities in the MobilePay App.

The Merchant must also register its location to enable MobilePay users to view the Merchant' s name in the MobilePay App when they are in the vicinity if they use this function.

MobilePay reserves the right to block the Merchant's access to MobilePay MyShop in the event of misuse, if you have provided incorrect information about the location of payment sites, or if you use logos that we deem to be morally or ethically questionable or which might harm our image or brand.

#### **B4. Unauthorised use**

The Merchant must contact MobilePay as soon as possible to block access to MobilePay MyShop if it suspects MobilePay MyShop is being misused. The Merchant must give MobilePay all the information required to investigate the suspected unauthorised use of its MobilePay MyShop and to take corrective and legal measures.

### **C App payments with MobilePay**

In addition to the terms and conditions set out in section A, the following terms and conditions apply to app payments with MobilePay.

#### **C1. What are app payments with MobilePay**

App payments with MobilePay is a payment solution allowing Merchants to integrate MobilePay as a payment solution in their own solution.

#### **C2. Implementation and activation of app payments with MobilePay**

##### **C2.1. Activation of app payments with MobilePay**

When the Merchant has concluded an app payment with MobilePay agreement, the

Merchant can activate app payments with MobilePay by following the information on setting up MobilePay on the local MobilePay website.

##### **C2.2. Implementation of app payments with MobilePay**

The Merchant is responsible for ensuring that app payments with MobilePay have been correctly implemented in its app and tested in compliance with MobilePay's rules and instructions available at the local MobilePay website.

#### **C3. Use of app payments with MobilePay**

##### **C3.1. Only for use for purchases made through apps**

The Merchant may only receive payments with app payments with MobilePay for the sale of goods and services if this complies



with the rules applicable to its app and sales via the app.

The Merchant may not use app payments with MobilePay for receiving payments for subscription agreements.

### **C3.2. Use and responsibility and liability for use**

The Merchant must comply with any rules and conditions applying at any time to its app and sales made through the app. This applies to the rules, such as Apple and/or Google for example, set for developing and using your app, for example limitations in a Merchants right to receive payments in the app via third parties, such as MobilePay for example, for goods or services intended for use in the Merchant' s app. Examples of such services may be music services, magazines

and subscriptions for any type of digital content etc.

Any contractual relationship between Apple/Google and the Merchant is beyond MobilePay' s control.

If the Merchant fails to comply with the above, this will be deemed as a material breach, entitling MobilePay to terminate the Agreement. The Merchant must indemnify MobilePay for any damages MobilePay may incur as a result of your failure to comply with the above requirement.

### **C3.3. Clearly displayed information in the Merchant' s app**

The Merchant must ensure that information is provided in the Merchant' s app, clearly and visibly

advising private users that they can pay using MobilePay App.

The Merchant must ensure that MobilePay is spelled correctly and that only official logos are used.

If your app payments with MobilePay agreement is terminated or expires, irrespective of the cause, MobilePay instructions and logos must be removed from your apps.

### **C3.4. Request for payment with MobilePay**

The Merchant must inform private users of the final purchase amount before requesting the payment via the MobilePay App. The request for the amount to be paid will automatically be transferred to



MobilePay App when the Merchant' s app switches to MobilePay App.

The amount the Merchant requests to be paid in the MobilePay App may not exceed the purchase amount. The Solution thus cannot be used to make cash withdrawals.

If the Merchant uses the reservation of amount function, you must ensure that all legal requirements concerning payment reservations are complied with, including without limitation that the private user has given consent to the reservation, and the reservation must be terminated immediately after a purchase is executed and/or cancelled.

### **C3.5. Customer payments**

As soon as a private user has approved a payment in the MobilePay App, the private user can see in the MobilePay app that a purchase has been made.

The money is transferred only if the payment is approved and the private user' s MobilePay user account is not blocked.

### **C3.6. Confirmation of transfer to the private user**

Private users receive a confirmation of a transfer in MobilePay App once a payment is completed. Private users can view confirmations of previous transfers under 'Activities' in the MobilePay App. These are transfer confirmations and not purchase receipts. You must provide private users with a purchase receipt.

### **C3.7. Post-transaction information**

Once a private user has approved a payment with the MobilePay App, MobilePay will reserve or transfer the amount. In case of reservations of amounts, the transfer is executed when the Merchant collects the payment with the capture functionality.

### **C3.8. Business name and logo**

When setting up payment points for app payments with MobilePay in the Portal, the Merchant must provide its name and logo. The name and logo will appear on the private user' s activities in the MobilePay App.

MobilePay reserves the right to block the Merchant' s access to app payments with

MobilePay in the event of misuse, or if you use logos that we deem to be morally or ethically questionable or which could harm our image or brand.

#### **C4. Blocking access to app payments with MobilePay**

The Merchant must contact MobilePay as soon as possible to block its access if the Merchant suspects any inappropriate use of the Solution.

#### **C5. Unauthorised use**

If the Merchant suspects or discovers unauthorised use of the Solution, the Merchant must contact MobilePay immediately. The Merchant must give MobilePay all the information required to investigate the suspected unauthorised use of and to take corrective and legal measures.

The Merchant may remove app payments with MobilePay as a payment function in your Solution if you suspect any inappropriate use, and MobilePay may block the Solution at any time if we suspect unauthorised use.

#### **C6. Use of MobilePay for app payments on websites** **MobilePay can in certain cases in writing allow that the solution MobilePay for app payments is used on websites, if the Merchant fulfils a number of objective criteria determined by MobilePay.**

##### **D MobilePay Point of Sale**

In addition to the terms and conditions set out in section A, the following terms and conditions apply for MobilePay Point of Sale ( 'MobilePay POS' ).

#### **D1. What is MobilePay POS?**

MobilePay POS is a payment solution allowing Merchants to receive payments made with the MobilePay App in physical shops using a point-of-sale terminal that supports MobilePay POS or MobilePay box or a QR code.

These conditions apply irrespective of which of the above options your business uses, unless otherwise specifically stated.

MobilePay POS allows MobilePay private users to pay by holding their phones to the MobilePay box/terminal installed by the Merchant at the payment system or scanning the QR code displayed. A request for the purchase amount is then sent to the private user's phone, and the private

user confirms the purchase by approving the amount in his or her MobilePay App.

## **D2.Implementation and activation of MobilePay POS**

### **D2.1. Requirements for use of MobilePay POS**

In order to use MobilePay POS, the Merchant must:

- have an agreement with MobilePay on MobilePay POS
- have the desired number of MobilePay boxes/QR codes/terminals and install the solution.

If the Solution has to be integrated into the Merchant' s point-of-sale terminal, this must be done by a payment system provider certified by MobilePay.

### **D2.2. Implementation of MobilePay POS**

The Merchant is responsible for ensuring that MobilePay POS is correctly implemented in its payment systems and that all MobilePay boxes/QR codes/terminals are correctly installed and connected.

The Merchant is responsible for purchasing and configuring its own payment systems and all the MobilePay boxes/QR codes/terminals you need for roll-out.

The Merchant is also responsible for correcting any errors and maintenance of its payment systems and MobilePay boxes/QR codes/terminals.

#### **D2.2.1.Use of sample code**

MobilePay can choose to make a sample code available to the Merchant. The sample code illustrates how to implement and use MobilePay POS.

If MobilePay makes a sample code available, the Merchant may only use and modify the sample code for implementation of MobilePay POS. If the Merchant uses a third party to perform integration on its behalf, the third party must have been certified by MobilePay. Even if the Merchant is using a third party, the Merchant remains responsible for ensuring that the implementation is performed correctly.

The sample code is made available as is. MobilePay does not provide technical



support for sample code or implementations made fully or partly by means of a sample code.

MobilePay, including affiliated companies, disclaims any liability for the sample code, including whether it works as intended, whether it continues to work as intended and whether it is free of faults.

Notwithstanding anything else stated in the Agreement, we disclaim any liability for any loss that the Merchant may incur using the sample code.

MobilePay may choose no longer to make a sample code available at any given time without notice.

### **D2.3. Activation of MobilePay POS**

When the requirements for use of MobilePay POS are met, MobilePay will set up shop IDs that the Merchant may use to activate MobilePay POS.

The Merchant can deregister shop IDs associated with MobilePay POS in the Portal or by contacting MobilePay Support. Once a shop ID has been deregistered, the Merchant can no longer receive payments from private users in shops where the ID was used.

### **D2.4. Access for other parties to MobilePay boxes**

This section applies only if your business uses a MobilePay box.

The Merchant is not entitled to sell or in any other way make arrangements for

MobilePay boxes without MobilePay's prior consent.

The Merchant can give other payment service providers or providers of other services access to MobilePay boxes. In such case, MobilePay will be entitled to payment of the access fee set out in the 'Charges for MobilePay POS' list. In case of such access, you must always inform us of the MobilePay box serial number. It is also a requirement that no changes be made to the existing technical configuration for MobilePay. If other payment service providers or providers of other services want to use MobilePay systems, such use requires an agreement to be concluded with MobilePay, and we reserve the right to demand payment for this.

MobilePay cannot be held liable for disruptions, losses or expenses in relation to other payment service providers' or providers of other services' access to and use of the MobilePay boxes.

### **D3.Use of MobilePay POS**

#### **D3.1. Physical trade only**

The Merchant may only receive payments in MobilePay POS for sales of goods and services in physical shops where the goods or services are delivered in direct connection with the payment or prior to payment.

MobilePay POS may not be used to receive payments for distance sales or for subscription agreements.

#### **D3.2. Clearly displayed information at the Merchant' s premises**

The Merchant will receive stickers to display to show its customers that they can use MobilePay to pay for goods and services at the Merchant' s premises.

The Merchant may also be given access to visual material which will allow the Merchant to make its own stickers and signs. In the event of any non-compliance with the terms and conditions for use of MobilePay graphics, MobilePay may request that any non-compliant signage be removed. The terms and conditions for use of MobilePay graphics are available online.

Using the stickers provided or the Merchant' s own signage, you must ensure that:

- information is posted at the entrance to your business premises, clearly and visibly advising private users that they can pay with MobilePay
- information is posted by the point-of-sale terminal, clearly advising customers that they can pay with MobilePay
- MobilePay boxes/QR codes/terminals are placed in a clear and visible location by the point-of-sale terminal.

When MobilePay can be used for payment in vending machines, it must be clearly shown on the vending machine that it is possible to use MobilePay – either using the supplied MobilePay stickers or the vending machine display.

If the Merchant' s MobilePay POS agreement is terminated or expired, irrespective of the cause, the MobilePay stickers and other signage must be removed. Any unused stickers must be returned to MobilePay. MobilePay is not liable for any damage to shop furnishings or other equipment resulting from the Merchant' s use of MobilePay POS stickers, MobilePay boxes/QR codes/terminals or any other MobilePay POS material.

### **D3.3. Request for payment with MobilePay**

The Merchant must inform private users of the final purchase amount before requesting payment with MobilePay. The request for the amount is automatically transferred to the MobilePay App when

the request is sent from the Merchant' s payment system/terminal to MobilePay.

The amount the Merchant requests to be paid in MobilePay may not exceed the purchase amount. MobilePay thus cannot be used to make cash withdrawals.

### **D3.4. Customer payments**

As soon as a private user has approved a payment in MobilePay, the private user can see that the amount will be paid.

The money is transferred only if the payment is approved and the private user' s MobilePay App and/or the Solution is not blocked.

### **D3.5. Confirmation of transfer to the customer**

Private users receive confirmation of transfers in MobilePay once payments have been completed. Private users can view confirmations of previous transfers under 'Activities' in MobilePay. These are transfer confirmations and not purchase receipts. The Merchant must provide the private users with a purchase receipt in accordance with applicable requirements.

### **D3.6. Post-transaction information**

Private user payments with MobilePay can be viewed in the Merchant' s payment system immediately after the private user has completed the payment. This is the Merchant' s documentation for the completion of the MobilePay transfer to the Pooling Account.

### **D3.7. Using the Merchant' s logo**

The Merchant must submit its logo for the creation of brand and shop IDs. The logo will be displayed on private users' activities in the MobilePay App. The Merchant may also register its location to enable private users to view the Merchant' s name in MobilePay when they are in the vicinity, if they use this function.

MobilePay reserves the right to block the Merchant' s access to MobilePay POS in the event of misuse, if the Merchant has provided incorrect information about the location of sales outlets, or if the Merchant uses logos that MobilePay deems to be morally or ethically questionable or which could harm MobilePay' s image or brand.

### **D3.8. Vending machines**

MobilePay POS may be used for receiving payments in vending machines and self-service solutions subject to prior approval by MobilePay.

### **D4.Blocking access to MobilePay POS**

The Merchant must contact MobilePay as soon as possible to block access to MobilePay POS if the Merchant suspects any inappropriate use of its MobilePay POS, including systems linked to MobilePay POS.

### **D5.Unauthorised use**

If the Merchant suspects or discovers unauthorised use of its MobilePay POS, the Merchant must contact MobilePay immediately. The Merchant must also give us all the information required for

MobilePay to investigate the suspected unauthorised use of the Merchant' s MobilePay POS and to take corrective and legal measures.

### **D6.Disclosure of information about MobilePay POS IDs and API keys, etc.**

MobilePay may disclose information about the Merchant' s MobilePay POS IDs and API keys, email address, telephone number and other relevant business-specific information to the supplier of your POS box(es)/terminal(s) or cash register. This information is disclosed to allow connection to be made to your MobilePay POS units. The data will be transmitted via secure connections. The disclosed information may not be used for other purposes.

## **E Memberships**

In addition to the terms and conditions set out in section A and D, the following terms and conditions apply to Memberships.

“Memberships” is a function that can be linked to MobilePay POS. Memberships allows the Merchant’s customers to register their membership numbers for Merchant-memberships in the MobilePay App. This enables the customer’s membership number to be sent automatically to the Merchant when the customer makes a payment using the MobilePay App.

### **E1. Activation of Memberships**

The Merchant must have MobilePay POS in order to offer customers the use of Memberships.

### **E2. Use of Memberships**

When Memberships has been activated, MobilePay will automatically transfer the membership number to the Merchant’s cash register system – assuming that the Merchant’s customer has entered his or her membership number for the Merchant. In this way, the customer does not need to show its membership card or disclose their membership number to the cash register staff.

### **E3. Registration of information**

Upon transfer of a membership number, the number will be registered in MobilePay’s systems for use in the administration of the Memberships function. The information is used exclusively for the administration of Memberships in accordance with these terms and conditions.

### **E4. The Merchant’s responsibility for Memberships**

After the Merchant has activated the function, the Merchant is obligated to process the membership number that was transferred from MobilePay to the Merchant in accordance with the applicable rules on processing membership numbers. The Merchant’s membership scheme must comply with the rules applicable at any time for such schemes.

MobilePay is not a party to the agreement on the membership scheme between the Merchant and its customer.

If MobilePay, for whatever reason, is required to disburse a bonus or other types of membership benefits, or to act as



though MobilePay is a party to the agreement between the Merchant and its customer, the Merchant must indemnify MobilePay in every respect for any loss.

#### **E5. Termination/expiry of MobilePay Memberships**

If the MobilePay POS agreement is terminated, irrespective of the cause, access to Memberships will also be terminated. The Merchant may terminate the agreement on Memberships at any time.

#### **E6. MobilePay' s rights in case of termination or blocking**

If MobilePay terminates the agreement on the use of MobilePay POS, the agreement on Memberships will also be terminated. The same applies if MobilePay blocks access to the Solution.

If MobilePay believes the agreement on Memberships is breached, MobilePay reserves the right to block or terminate the agreement on MobilePay Solutions; see also the terms and conditions for MobilePay POS. The same applies if this is required according to statutory or regulatory requirements.

#### **F MobilePay Subscriptions**

In addition to the terms and conditions set out in section A, the following terms and conditions apply to MobilePay Subscriptions.

Please note that the following sentence in A17.2 does not apply to MobilePay Subscriptions: *"MobilePay may terminate*

*the agreement covering the Solution in writing at 30 days' notice"* . Instead, MobilePay may terminate the MobilePay Subscriptions agreement at two months' notice. The rest of A17.2 applies to MobilePay Subscriptions.

#### **F1. What is MobilePay Subscriptions**

MobilePay Subscriptions

( "Subscriptions" ) is a solution that enables the Merchant' s customers to enter into an agreement with the Merchant covering future recurring payments and single payments (e.g. a subscription agreement or other continuing agreement with fixed or variable payment frequency) using MobilePay App in an ongoing contractual relationship between the Merchant and the customer. A clear, separate agreement



on this must be concluded between the customer and the Merchant. Payments must relate solely to a specific contractual relationship.

In addition, the Merchant will also be able to receive payment for single purchases with MobilePay Subscriptions, when a customer has registered a Subscriptions payment agreement.

## **F2. Implementation of MobilePay Subscriptions**

The Merchant is responsible for ensuring that MobilePay Subscriptions has been correctly implemented and tested in its system and in compliance with MobilePay' s rules and instructions available at the local MobilePay website.

If the Merchant uses a third-party integrator to implement the solution, it is still the Merchant' s responsibility to ensure that the integration is done in accordance with the conditions stated here. MobilePay is not a party to the agreement between the third-party integrator and the Merchant.

## **F3. Use of MobilePay Subscriptions**

### **F3.1. Only for registered payment agreements**

The Merchant may submit recurring and single payment requests only if agreed by the private user and the Merchant, and if the private user has linked the payment agreement to his or her MobilePay App.

MobilePay Subscriptions may not be used for submission of bills relating to debt collection.

The Merchant must comply with any rules and conditions applying at any time to its app and sales made through the app. This applies to the rules, such as Apple and/or Google for example, set for developing and using your app, for example limitations in a Merchants right to receive payments in the app via third parties, such as MobilePay for example, for goods or services intended for use in the Merchant' s app. Examples of such services may be music services, magazines and subscriptions for any type of digital content etc.



Any contractual relationship between Apple/Google and the Merchant is beyond MobilePay' s control.

If the Merchant fails to comply with the above, this will be deemed as a material breach, entitling MobilePay to terminate the Agreement. The Merchant must indemnify MobilePay for any damages MobilePay may incur as a result of your failure to comply with the above requirement.

### **F3.2. Clearly displayed information**

The Merchant must ensure that information is provided, clearly and visibly advising customers that they can pay with the MobilePay App.

The Merchant must ensure that MobilePay is spelled correctly and that only official logos received from MobilePay are used. Logos may be downloaded via the local MobilePay website.

If the MobilePay Subscriptions agreement is terminated or expired, irrespective of the cause, the MobilePay instructions and logos must be removed from the Merchant' s websites or shops.

### **F3.3. Request for payment with MobilePay**

#### **F3.3.1. Recurring/repeating bills**

When the Merchant has concluded a payment agreement with the customer, and the customer has approved the link connecting the agreement with the customer' s MobilePay App, the Merchant

will be able to send the recurring and single bills to the customer for payment with MobilePay App.

The Merchant must advise the customer of the bill in accordance with the applicable legislation. MobilePay is not responsible for notifying the Merchant' s customers.

The amount of the payment will be transferred on the payment date agreed with the customer, provided that sufficient funds are available to cover the amount. MobilePay Subscriptions supports all types of payments (recurring and single) and it is the responsibility of the Merchant to comply with applicable legislation in this area, including but not limited to the Consumer Ombudsman' s guidelines on "payments initiated by the payee" .

### **F3.3.2. Single payments**

The Merchant must inform customers of the final purchase amount before requesting payment via MobilePay App.

If any amounts are reserved in advance, the Merchant must ensure that all legal requirements concerning payment reservations are complied with, including without limitation that the private user has given consent to the reservation, and the reservation must be terminated immediately after the payment is executed and/or cancelled.

The Merchant will be able to reverse payments or parts of payments. This applies to both single payments and recurring bills.

### **F3.4. Customer payments in case of both recurring/repeated and single payments**

As soon as a payment has been completed, the private user can see that the amount has been paid in the MobilePay App.

The money is transferred only if the payment is approved and private users MobilePay App and /or the Solution is not blocked.

### **F3.5. Confirmation of transfer to the customer**

Customers receive confirmation of the transfer in MobilePay once collection from a payment agreement or a single payment is completed. Customers can view

confirmations of previous transfers under "Activities" in MobilePay. These are transfer confirmations only.

### **F3.6. Business logo, images and information about the Merchant**

The Merchant's logo will be uploaded to MobilePay to be displayed on the customer activities, payment agreements, etc. in MobilePay App.

Similarly, the Merchant can display information about its business in images and text with reference (links) to the Merchant's website.

MobilePay reserves the right to block the Merchant's access to MobilePay Subscriptions if the Merchant uses logos, images or text that MobilePay

deems to be morally or ethically questionable or which could harm MobilePay' s image or brand.

#### **F4. Responsibility and liability**

The Merchant must comply with the all time applicable legal requirements, including requirements regarding payment agreements concluded with customers and submitted for payment with MobilePay Subscriptions. This applies to rules governing disclosure of information and notification, marketing and processing of personal data as well the Consumer Ombudsman' s guidelines applicable at any time for payments initiated by payment recipients and the Consumer Ombudsman' s guidelines for subscriptions applicable at any time.

If the Merchant fails to comply, MobilePay will deem it a breach of the Agreement.

The Merchant is responsible for ensuring that future payments are initiated exclusively for customers who have accepted that the Merchant submits such payments in accordance with these terms and conditions.

#### **G MobilePay Invoice**

In addition to the terms and conditions set out in section A, the following terms and conditions apply to MobilePay Invoice.

##### **G1.What is MobilePay Invoice?**

MobilePay Invoice is a solution that allows the Merchant' s customers to receive and pay invoices in the MobilePay App. All that is required is for the Merchant to send the invoice to the customer' s MobilePay

App– for example via MobilePay' s API or using a MobilePay certified integrator.

The Merchant may choose:

- to send the invoice directly to the customer' s MobilePay – the recipient' s name and mobile number must be specified in this case

*or*

- to add the MobilePay App as a payment method in its existing invoice flow, e.g. using a MobilePay payment button in an online environment.

##### **G2.Use of MobilePay Invoice**

In order to use MobilePay Invoice, the private user has to activate "Bills" in the MobilePay App.



If the Merchant sends the invoice directly to the private user's MobilePay, the Merchant must have an agreement with the customer that allows the Merchant to request payment of invoices in MobilePay.

The Merchant must also ensure that the information used to send invoices to the private user – such as their mobile number – is always correct and up to date.

If the private user has activated notifications, MobilePay will send a notification to the user together with the invoice. The user will also be sent a reminder via text message when the invoice falls due.

### **G3.Customer payments**

As soon as a private user has paid an invoice using the MobilePay App, the user can see in the MobilePay App that the amount gets paid. The payment is only executed if it is authorised and the user's MobilePay and/or the Solution is not blocked.

### **G4.Confirmation of transfer to the customer**

When a private user has paid an invoice in the MobilePay App, the user will receive confirmation of the payment in the MobilePay App. If the user needs to access this confirmation at a later time, it is available under "Activities" in the MobilePay App. This is simply a confirmation that payment was made.

### **G5.The Merchant's logo**

The Merchant can have its logo uploaded by MobilePay so it is displayed on private user receipts etc. in the MobilePay App.

MobilePay reserves the right to block the Merchant's access to the Solution in the event of misuse, or if the Merchant uses logos that MobilePay deems to be morally or ethically questionable or which could harm our image or brand.

### **G6.Implementation of MobilePay Invoice**

The Merchant is responsible for ensuring that MobilePay Invoice has been correctly implemented in its system and tested in compliance with MobilePay's rules and instructions available at the local MobilePay website.

If the Merchant uses a third-party integrator to implement the Solution, it is still the Merchant's responsibility to ensure that this is done in accordance with these terms and conditions. MobilePay is not a party to the agreement between the third-party integrator and the Merchant.

#### **G7. Creation of Invoice**

In the creation of the Invoice Link, MobilePay shall be deemed as the data processor who acts on behalf of the data controller (Merchant). As the data processor, MobilePay processes the data in line with the Merchant's instructions and only retains the data for the time frame specified by the Merchant. MobilePay implements the appropriate technical and organizational measures so that the personal data processed in

Invoice Link is appropriately secured. For more detailed information about the applicable security measures see [here](#).

As the data controller, the Merchant has the responsibility to inform its customers regarding this data processing relationship. MobilePay commits, to the extent of its role and responsibilities, to inform the Merchant in case of a data breach in connection to data concerning the Merchant. Likewise, MobilePay will provide reasonable assistance to the Merchant, in the event the Merchant's customers request to exercise their rights under Chapter III of GDPR.

#### **G8. Payment of the amount set in the Invoice**

When a payment is made in connection to the invoices, the Merchant and MobilePay

act as independent data controllers. The Merchant and MobilePay individually processes personal data in accordance with their business needs and legal obligations.