

General conditions for card acquiring through Anyday

These general terms and conditions apply to all Merchants that receive card payments through Anyday A/S with Clearhaus A/S as acquirer.

1. Definitions

Acquirer	Clearhaus A/S, CVR-nr. 33749996, P.O. Pedersens Vej 2, 8200 Aarhus N. The Acquirer is a payment institute with license from The Danish Financial Supervisory Authority and a Principal Member of Visa and MasterCard. The Acquirer handles payments from Cardholder to Merchant
Anyday, we, us, ours	Anyday A/S, CVR-nr. 41140216, P.O. Pedersens Vej 2, 8200 Aarhus N, Denmark
Card	Payment card that is covered by this agreement - typically a Visa or MasterCard
Cardholder	The person to whom the Card has been issued
Card Issuer	Visa and/or MasterCard
Main Agreement	The agreement in which prices and deviations from Terms & Conditions as well as terms between Merchant and Acquirer are present
Merchant	The physical or legal party in this Agreement, who has entered into an Agreement with Anyday A/S and Clearhaus A/S about receiving card payments
PSP	The Payment Service Provider is the payment gateway that is the technical link between Merchant and Acquirer
Terms & Conditions	The terms & conditions that are provided within this document

2. Arrangement of acquiring services

2.1 Anyday provides the following services to the Merchant: processing of authorization queries, registration and processing of card payments, settlements of completed card payments, and objections from Card issuer and/or Cardholder. Anyday cooperates with the Acquirer, who is approved and under supervision of the Danish Financial Supervisory Authority, Visa, and MasterCard

2.2 Anyday delivers an acquiring agreement within 1-3 working days from the moment the Merchant meets the requirements from the Acquirer. The Acquirer is subject to anti-money laundering and



financial terrorism legislation, and Merchant is required to make relevant documentation available for the use of the Acquirer.

3. **Agreement basis and credit evaluation**

- 3.1 The agreement between Merchant and Anyday consists of the Main Agreement, Terms & Conditions, Visa and MasterCard's rules, and the Merchant's application to Anyday.
- 3.2 The agreement between Merchant and Anyday is based on a credit evaluation of the Merchant. Therefore, Anyday may at any time collect credit information about the Merchant and the Merchant's owners.
- 3.3 Anyday and/or the Acquirer have the right to physically inspect the Merchant's physical location, regardless if it is publicly available or not. The inspection may happen unannounced as a part of an ongoing credit evaluation, and may include the Merchant's physical location, servers, data, inventories, business processes etc. Costs related to the inspection must be paid by the Merchant.
- 3.4 In the event of significant changes of the Merchant's business circumstances the Merchant must inform Anyday immediately in writing. Significant changes include, but is not limited to, changes in Merchant's circle of owners, management, board of directors, registration- and account number, address, email address, phone number, URL, industry, business model (including new business areas), significant changes in product assortment, as well as changes in sales and delivery terms and conditions. Significant changes may result in a changed credit evaluation on Anyday's part.
- 3.5 In the event of a changed credit evaluation Anyday may change the terms of the Agreement with a 30-day notice. Similarly, Anyday may change the terms of the Agreement if these changes are based on requests from the Card Issuer, authorities, or new legislation, in which case the notice may be shorter than 30 days. Information about changes will be sent electronically to the Merchant's email address. Merchant will be bound by the changes, unless Merchant within 10 days of receiving the information informs Anyday that the Merchant does not accept the changes.

4. **Use**

- 4.1 It is crucial to the general confidence in the Card Issuers that a high level of security is maintained throughout the use of Cards. Merchant is required to actively contribute to a high level of security.
- 4.2 Merchant must always comply with Card Issuers' standards of secure processing of card data (PCI DSS). These standards are continuously updated, and the current rules can be found on www.pcisecuritystandards.org.
- 4.3 Merchant is required to inform Anyday if Merchant processes and/or stores card data and in such cases, Merchants must document its procedures including showing proof for passed PCI-scan from approved suppliers.

- 4.4 It is prohibited for the Merchant to sell or share card data with anyone other than Anyday and in some cases other PSPs and Acquirers.
- 4.5 Merchant must ensure that relevant staff are aware of the Card Issuer's rules and are made aware of these at all times. Anyday and the Acquirer may demand that relevant staff attend card payment courses. Costs associated with these courses must be covered by the Merchant.
- 4.6 Merchant is required to immediately inform Anyday if unauthorized access has taken place, or any suspicion hereof, to the Merchant's systems that store card data. Merchant is responsible for any loss related to this, including any fines on Anyday or the Acquirer. In the event of loss of card data or other compromise hereof, Anyday or the Acquirer may request an external security firm investigate what has happened, the reason for the event and remediation at the Merchant's expense.
- 4.7 The agreement is conditional on the Merchant having a link to its terms on its website. The terms must comply with EU's consumer regulation. The terms must be accepted by the customer before payment.
5. **Completion of transactions**
 - 5.1 A completed transaction consists of an authorization and a capture. Authorization means that the Merchant through the Acquirer requests confirmation that the Card is valid and that there is sufficient funds for the transaction available. The amount is reserved upon confirmation and Merchant receives an authorization code for the transaction. Payment is made when the Merchant requests that Anyday captures the authorized amount on the Card.
 - 5.2 Capture must not happen before the goods or services have been shipped or delivered to the Cardholder.
 - 5.3 The Merchant is required to accept all types of Cards issued by Visa and MasterCard.
 - 5.4 In relation to the completion of a transaction the following information must be sent to the Acquirer: card number, expiration date, amount, and security code. Anyday may set further demands for data to be sent about a single transaction, if Anyday finds it necessary with regard to security.
 - 5.5 When the transaction is completed, Merchant is required to issue a receipt to Cardholder. Merchant must store relevant information about the transaction for at least 2 years.
6. **Non-permitted transaction**
 - 6.1 Only transactions that are allowed by this agreement and the Card issuer's rules may be completed. Examples of non-permitted transactions are 1) payments received for third-party, 2) payments for goods, product groups, or industries not mentioned in the Main Agreement (see MCC-code), 3) payment of debt (payment for previously received goods), 4) payments that may harm the Card Issuer's, Acquirer's or Anyday's reputation or brand, 5) payments that are not in accordance with legislation, and 6) payments for services that may be an infringement to

copyright.

6.2 Any violation will be perceived as a substantial breach of the Main Agreement and may result in termination. Fines can be issued to the Merchant by Anyday and/or the Acquirer.

7. Refunds

7.1 Refunds or crediting to Card Issuer (typically on returns of a purchased good) must be limited to full or partial settlement of previously completed card payment. Merchant must use the same Card for refund, as the one used to complete the original transaction and the refund must not exceed the value of the original transaction.

7.2 If the original transaction was completed through the Acquirer any refund or crediting of such must be completed through the Acquirer. This means that the Merchant is not allowed to pay out cash or conduct bank transfers to the Cardholder.

8. Disputes

8.1 A Cardholder has the right to dispute a transaction to their Card Issuer. The Card Issuer will contact the Acquirer who will process the dispute and then request that the Merchant process the case.

8.2 Reasons for dispute can include, but is not limited to, Cardholder denying knowledge of the transaction, payment was completed by other means, Cardholder does not receive the agreed goods or services, Cardholder has returned the goods or services, or that the completed payment was larger than agreed upon.

8.3 Merchant is required to submit all relevant documentation about the transaction related to the dispute immediately upon Anyday or the Acquirer's request. If the Merchant is not able to prove their right to withhold a refund, Anyday or Acquirer can decide to return the payment to the Cardholder. Anyday and/or the Acquirers decision is in such case final.

8.4 Merchant is required to uphold a high level of service to Cardholders to avoid disputes when possible. An excessive number of disputes may result in fines and fees from Card Issuers to both Merchant, Anyday, and the Acquirer. Anyday will always hold Merchant liable for such fines on behalf of both Anyday and the Acquirer. Merchant is obliged to indemnify Anyday and the Acquirer in every such sense.

8.5 Merchant and relevant employees must participate in programs and courses with the intention of minimizing disputes, upon Anyday's request.

9. Fees

9.1 All usual fees are listed in the Main Agreement. A complete list of fees may be found at: www.clearhaus.com/dk/priser. All fees, fines etc. will be deducted from Anyday's continuous payouts to Merchant. All prices are listed excluding VAT, duties, and taxes

- 9.2 Merchant must clearly inform Cardholder about any transaction fees and must ensure that the Cardholder approves of any fee before any transaction. Merchant is responsible for complying with relevant current legislation.
- 10. **Payouts and reserves**
 - 10.1 Completed transactions will be paid out periodically as stated in the Main Agreement. Payouts are made with deductions of fees, fines, refunds, disputes, and reserves.
 - 10.2 Reserves are defined in the Main Agreement. If a new credit evaluation calls for a change of the reserve amount, Anyday may change the reserve amount.
 - 10.3 Merchant must reconcile Anyday's payout calculations with their own bookkeeping in a timely manner.
 - 10.4 Objections to Anyday's payouts must happen no later than 30 days after the end of the month in which a transaction was made. Merchant can gather account statements from the Acquirer's website.
- 11. **Effect and termination**
 - 11.1 The Agreement between Anyday and Merchant takes effect immediately after ordering and is valid until termination. Upon ordering, Merchant gives Anyday power of attorney to sign standard terms and conditions with the Acquirer on behalf of the Merchant. If the terms and conditions are not standard, Anyday will request an electronic power of attorney agreement from the Merchant. The standard terms and conditions for the Acquirer can be found here: www.clearhaus.com/dk/terms.
 - 11.2 The Agreement can be terminated by both Merchant and Anyday with a 30-day notice to the end of a month. Anyday may terminate the agreement or change the terms herein immediately in the case of repeated gross misconduct, including, but not limited to, an at Anyday or the Acquirer's discretion too large number of disputes or refunds. The Agreement may also be terminated with immediate effect if the credit evaluation gives reason to do so.
 - 11.3 Card Issuers can at their own discretion terminate the agreement effective immediately.

General conditions for payment gateway through Anyday

- 1. **Definitions**
 - 1.1 Clause 1 in General Conditions for Card Acquiring through Anyday also applies to these General Conditions for Payment Gateway through Anyday.
- 2. **Anyday's service**
 - 2.1 Anyday's payment gateway gives the Merchant the opportunity to receive payments online. Anyday's payment gateway is approved by the Acquirer and transfers between these are encrypted.

3. **Operation and uptime**

- 3.1 Anyday strives to ensure that payments through Anyday's payment gateway can be completed 24-hours a day all days of the year and maintains the highest level of security protocols.
- 3.2 Anyday's suppliers of payment gateways are obliged to be PCI-approved at any given time.
- 3.3 Anyday cannot be held responsible for any malfunctions or downtime but is obliged to correct any errors as quickly as possible.
- 3.4 Anyday is entitled to suspend the service for shorter periods of time in case of technical changes or maintenance etc. It is the intention that such work is carried out when the level of activity is already low.

4. **Responsibility**

- 4.1 The Merchant is responsible for ensuring that their software is able to receive payments through Anyday's payment gateway. Anyday provides a variety of modules free of charge and without responsibility.
- 4.2 Merchant is responsible for ensuring that payments made through Anyday's payment gateway comply with current legislation including, but not limited to, the payment legislation and consumer protection legislation.
- 4.3 In cases where the Merchant does not wish to enter into an agreement of Acquiring services with Anyday, the Merchant is free to enter an agreement about acquiring services with other providers.
- 4.4 Merchant is in all cases required to comply with rules and regulations that Anyday has stipulated as well as informing Anyday about any irregularities with the operation, including suspicions about third party intrusion.
- 4.5 Anyday cannot be held liable for any losses the Merchant suffers if someone gets knowledge of Merchant's password etc. Additionally, Anyday is not responsible for any demands from consumers/Cardholders regarding refunds of payments made through Anyday's payment gateway, regardless of the reason for these disputes.
- 4.6 Anyday cannot be held liable for system interruptions.

5. **Rights**

- 5.1 Anyday is entitled to assign its rights and obligations under this Agreement to a third-party without prior notice.
- 5.2 Anyday has the necessary rights, licenses and permissions to the software that is used by Anyday for payment transfers. Both Anyday and the Merchant are obliged to confidentiality regarding the other party's information.
- 5.3 Merchant is granted a limited, non-exclusive right to use Anyday's payment gateway through code and other materials. Merchant's right of use is at any point in time subject to timely payments of any amounts due to Anyday.

- 5.4 Violation of the rights mentioned under this clause 5 is considered as a substantial breach of the agreement.
- 5.5 During the agreement period Anyday has the right to use Merchant's name and logo as reference, including marketing related activities. Merchant may give Anyday specific instructions regarding the use of this, and Merchant may also actively request that its name and logo are not used.
6. **Payment terms**
- 6.1 If the Main Agreement includes a subscription fee, this fee is paid in advance on a monthly basis. Spend is paid monthly in arrears. That means an invoice will include the past month's spend as well as any subscription for the current month.
- 6.2 If the Main Agreement includes a subscription fee the first invoice the Merchant receives will include the subscription fee for the months up until the invoice date in addition to what is described in clause 6.1.
- 6.3 Anyday sends invoices on a monthly basis with an 8-day payment period. Missing payment will result in interests and reminders in accordance with current legislation.
7. **Effect and termination**
- 7.1 The agreement between Merchant and Anyday is effective immediately upon ordering and is valid until termination. The subscription is continuously active.
- 7.2 Both Merchant and Anyday may terminate the agreement with a 30-days' notice to the end of a subscription period. Merchant's termination must be in writing to merchant@anyday.io.
- 7.3 Anyday may change prices and payment terms with a 1-month notice to the end of a month.
- 7.4 In case of Merchant breaching this agreement or current legislation, Anyday will be entitled to terminate the agreement immediately and terminate Merchant's use of Anyday's payment gateway.
8. **Miscellaneous**
- 8.1 Neither party is entitled to disclose information to a third-party about the Main Agreement and its content. Anyday is, however, allowed to disclose information about the Merchant and the Agreement to Card Issuers and the Acquirer.
- 8.2 Merchant cannot hold Anyday liable for any damages, including lost revenue in the case of system failure or downtime. Merchant is encouraged to maintain adequate back-up systems.
- 8.3 Assistance in regard to Merchant's website and online store is always at Merchant's risk and Anyday cannot be held responsible for errors in the online store or on the website.
- 8.4 The Agreement is regulated by current applicable Danish legislation and any legal disputes will be settled at the Court of Aarhus.