

**GENERAL TERMS AND CONDITIONS  
FOR DATA COMMUNICATION  
MASTERCARD PAYMENT SERVICES DENMARK A/S**

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# General terms and conditions for data communication - Mastercard Payment Services Denmark A/S

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## § 1 Scope of terms and conditions

These terms and conditions apply to the agreement between the Data Supplier and Mastercard Payment Services Denmark A/S (hereinafter Mastercard Payment Services) on data communication between the Data Supplier and Mastercard Payment Services.

By returning the signed agreement, it is accepted that the agreement is subject to "General terms and conditions for data communication with Mastercard Payment Services Denmark DK A/S". Furthermore, it is also accepted that Mastercard Payment Services is entitled to debit the account designated for billable services.

## § 2 Definitions

**Data supplier:** Anyone who has entered a Data Supplier agreement with Mastercard Payment Services.

**Company:** Anyone using a product offered by Mastercard Payment Services or one of Mastercard Payment Services' affiliates. The company can also be a Data Supplier.

**Data delivery:** One or more records/transactions that are aggregated into one unit.

**Receipt:** A message from Mastercard Payment Services to the Data Supplier, with which Mastercard Payment Services acknowledges having received a Data delivery from the Data Supplier.

## § 3 Data through SFTP

When data is delivered to Mastercard Payment Services through an SFTP-connection it is the Data Supplier's responsibility to ensure that only the Data Supplier and its employees can use the data connection. Furthermore, it is the Data Supplier's responsibility to ensure an adequate level of access control, security, and data protection.

## § 4 Inbound data

Mastercard Payment Services will, upon receipt of the Data delivery, confirm that it meets the structural requirements and provide a positive transmission receipt. Otherwise, the delivery is rejected, and a negative transmission receipt is provided. It is the Data Supplier's responsibility to resend the Data delivery if no positive transmission receipt is received.

When Mastercard Payment Services has provided a positive transmission receipt, the Data delivery undergoes validation by Mastercard Payment Services. Mastercard Payment Services validates the Data delivery to determine whether it can be loaded and processed according to its content. If the Data delivery can be validated with a positive result, then Mastercard Payment Services takes over the responsibility for the Data delivery. If the Data delivery is faulty or inadequate, Mastercard Payment Services will provide the Data Supplier with a negative validation receipt or a rejection notice of the part of the Data delivery that cannot be validated positively (provided that partial rejection is supported by the product in question).

It is the Data Supplier's responsibility to send a corrected Data delivery if a negative validation receipt is provided.

## § 5 Outbound data

Once Mastercard Payment Services has placed the Data delivery in the transmission system, the Data Supplier must collect the Data delivery itself. Delivery is considered to have been performed when the Data delivery is placed in the transmission system.

## § 6 Data Supplier

The Data Supplier must ensure that the employees who handle data exchanges have a NemID employee signature.

If the Data Supplier sends a Data delivery that contains data from multiple companies, data from each company must be identified and separated in the delivery.

## § 7 Guidelines

The Data Supplier must comply with the guidelines that apply to the individual business services.

The structure of the data deliveries exchanged with Mastercard Payment Services are defined in the guidelines for each product.

## § 8 Test

It is recommended that at least one test of data to and from Mastercard Payment Services is completed before commencing production data exchange.

## § 9 Assignment

Neither Mastercard Payment Services nor the Data Supplier is entitled to transfer the rights and obligations according to this agreement to a third party without the prior consent from the other party. However, Mastercard Payment Services may, without consent, assign its rights and obligations under this agreement to any company in the Mastercard Payment Services Group.

## § 10 Amendment of terms and conditions

Mastercard Payment Services may amend these terms and conditions with two months' notice. The new version of the terms and conditions is published on Mastercard Payment Services' website [www.mastercardpaymentservices.com](http://www.mastercardpaymentservices.com).

## § 11 Liability

Unless otherwise specified, the parties are responsible according to the general rules of Danish law. Mastercard Payment Services is liable if Mastercard Payment Services, due to error or negligence, fails to meet the agreed obligations on time or makes defective delivery.

Even in those areas where stricter liability applies, Mastercard Payment Services is not liable for losses due to:

- breakdown in/lack of access to IT systems or damage to data in these systems for the events below, regardless of whether Mastercard Payment Services or an external provider is responsible for the operation of the systems
- failure of Mastercard Payment Services' power supply or internet communications, law enforcement or administrative acts, natural disasters, war, insurgency, civil unrest, sabotage, terror or vandalism (including computer viruses and hacking)
- strike, lockout, boycott or blockade, regardless of whether the conflict is directed at or initiated by Mastercard Payment Services itself or the company's organization, and regardless of the cause of the conflict. This also applies when the conflict only affects parts of Mastercard Payment Services
- other circumstances outside Mastercard Payment Services' control.

Mastercard Payment Services is not responsible for indirect losses and consequential damages. Mastercard Payment Services shall accept no responsibility for the Data Supplier or company's loss of goodwill, contracts, profits or loss of interest.

To the extent that the lack of access is due to one or more of the above circumstances, Mastercard Payment Services is neither responsible for the lack of access to the systems used by Mastercard Payment Services.

Mastercard Payment Services' exemptions from liability do not apply if:

- Mastercard Payment Services should have foreseen the circumstances that brought about the loss, when the agreement was concluded or should have avoided or suppressed the cause of the loss
- legislation holds Mastercard Payment Services responsible in any case for the circumstances that cause the loss.

Mastercard Payment Services' liability is in all circumstances limited to an amount of DKK 250,000 per loss event arising from the same defect, regardless of any arising claims from other claimants with the same origin.