

SUBJECT

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

JULY 2025



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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.

The data supplier agreement is subject to the "General terms and conditions for data communication with Mastercard Payment Services Denmark DK A/S". Mastercard Payment Services is entitled to debit the account designated in the data supplier agreement 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.

The Data Supplier is responsible for issuing keys for the SFTP-connection. Keys issued in relation to the SFTP-connection may not be transferred. This also applies in the case of a change of Data Supplier (change of administrator). In such cases, new keys for the SFTP-connection must be issued to the new Data Supplier.

## *§ 4 Data deliveries to Mastercard Payment Services*

Mastercard Payment Services will, upon receipt of the data delivery, confirm that it meets the structural requirements and provides a positive transmission receipt. Otherwise, the delivery is rejected, and a negative transmission receipt is provided.

It is the responsibility of the Data Supplier to send a corrected data delivery if a negative transmission receipt is received. Data deliveries should never be resent, unless either a negative transmission receipt has been received, or a specific agreement has been made with Mastercard Payment Services.

The Data Supplier must immediately contact Mastercard Payment Services if the Data Supplier has not received any transmission receipt promptly after submitting the data.



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

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 responsibility of the Data Supplier to send a corrected data delivery if a negative validation receipt is provided. Data deliveries should never be resent, unless either a negative validation receipt has been received, or a specific agreement has been made with Mastercard Payment Services. The Data Supplier must immediately contact Mastercard Payment Services if the Data Supplier has not received a validation receipt promptly after submitting the data.

### *§ 5 Data deliveries and receipts from Mastercard Payment Services*

Data deliveries, including transmission and validation receipts from Mastercard Payment Services to the Data Supplier, are delivered through the transmission system. It is the responsibility of the Data Supplier to retrieve each delivery from the transmission system. Delivery to the Data Supplier is considered complete once the delivery has been placed in the transmission system.

### *§ 6 Data Supplier*

The Data Supplier must ensure that the employees who handle data exchanges have a MitID 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 Termination*

The Data Supplier may terminate the data supplier agreement with Mastercard Payment Services with one month's written notice.

Mastercard Payment Services may terminate the data supplier agreement with the Data Supplier with two months' written notice.

### *§ 11 Cancellation*

Mastercard Payment Services may terminate the agreement without notice if:

- the Data Supplier's CVR-number is not active (without further notification)
- the data supplier agreement has not been used for 24 months (without further notification)
- the Data Supplier is in material breach of the terms and conditions, including in the event of repeated violation thereof.

### *§ 12 Amendment of the terms and conditions*

Mastercard Payment Services may make changes to the agreement, including these terms and conditions, that are unfavorable to the Data Supplier, with two months' notice.

Any other changes may be made without notice. The Data Supplier will be notified of changes in the company's digital mailbox, e.g., e-Boks.

The Data Supplier is obliged to inform Mastercard Payment Services of any changes to its information. The Data Supplier will be liable if the Data Supplier does not receive notifications of changes because their information has not been updated. The new version of the terms and conditions will be published on the Mastercard Payment Services website, [www.mastercardpaymentservices.com](http://www.mastercardpaymentservices.com).

Notified changes are considered approved unless the Data Supplier informs Mastercard Payment Services that they do not wish to be bound by the new terms before the changes take effect.



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In such case, the agreement is considered terminated no later than as of the date where the changes take effect.

### § 13 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 liable for indirect losses and consequential damages. Mastercard Payment Services shall accept no liability for the Data Supplier's 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 not 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.

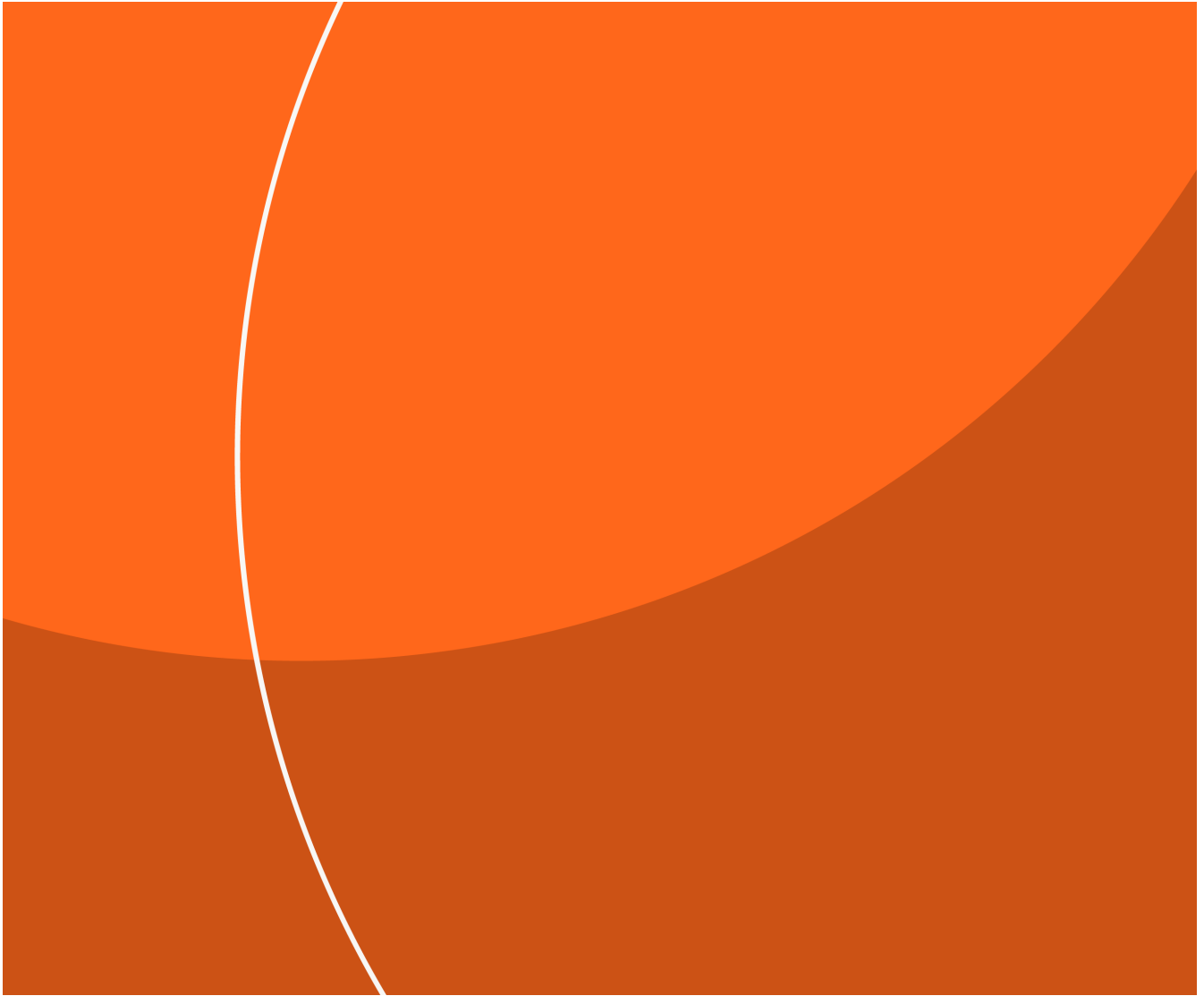
Mastercard Payment Services' total liability for losses and damages arising out of the same defect or delay is, in any case, limited to a maximum amount of DKK 250,000. The maximum liability applies collectively to all claims that may be raised against Mastercard Payment Services and not per claimant.

### § 14 Language

This is a translation of the Danish version of the General terms and conditions for data communication with Mastercard Payment Services Denmark A/S. All communication with the Data Supplier will be in Danish.

In case of any discrepancies, the Danish version will take precedence over any other version of the General terms and conditions for data communication with Mastercard Payment Services Denmark A/S.





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

OCTOBER 2022



## 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 is 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 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



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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 damage. 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 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.

