

## Conditions for using 3dsecure.io

### Contracting party

3dsecure.io is owned and operated by 3dsecure.io ApS, P.O. Pedersens Vej 14, 8200 Aarhus N, Denmark, company registration no. 41019328.

### Service Description

3dsecure.io offers 3-D Secure products for authenticating cardholders as the rightful owner of the card being used. The 3-D Secure products consist of a Merchant Plug-In (MPI) and a 3-D Secure Server (3DSS) provided as a Software as a Service (SaaS) implementation through their own individual API. The MPI can be used to facilitate 3-D Secure version 1 (v. 1.0.2) authentication and 3DSS to facilitate 3-D Secure version 2 (v. 2.1.0, 2.2.0) authentication. Each product makes it convenient to determine if the card is enrolled in the given 3-D Secure version, thereby initiating the 3-D Secure authentication flow with the cardholder's bank. In addition, 3DSS can help determine if the MPI (3-D Secure version 1) should be used instead of 3DSS (3-D Secure version 2).

### Limitation of Liability

The liability of 3dsecure.io is limited to 1 x the customer's annual subscription payment.

3dsecure.io does not assume any liability for downtime, but to the extent that, on a monthly basis, uptime is less than 99.9%, a 10% discount will be granted. An uptime of between 95% and 99% results in a discount of 25%. An uptime of less than 95% results in a discount of 100%.

3dsecure.io checks your information against Visa and Mastercard databases. Therefore, 3dsecure.io does not assume any responsibility for service interruptions as a result of service interruptions at Visa, Mastercard and any other third party providers.

### Customer responsibility

It is the Customer's responsibility that the Service is only used for cardholder authentication and that the service is used in accordance with Visa and Mastercard rules.

3dsecure.io reserves the right - without compensation or responsibility - to temporarily suspend the Service fully or partly if the Customer systematically seeks to authenticate transactions to which suspicion of unlawful abuse, such as fraud or identity theft, may arise.

3dsecure.io reserves the right - without compensation or liability - to suspend the Service fully or partly if 3dsecure.io is exposed to hacker attacks or similar.

### **Expected uptime**

3dsecure.io is expected to have an uptime of 99.97%. To the extent that scheduled service interruptions are necessary, they will be placed at times when there is minimal impact on our customers' operations.

### **Price and payment**

It is a condition of use of the Service that the Customer has signed up a valid debit card, where there is coverage for the monthly subscription fee and any "per transaction" fee incurred. No later than the 6th of each month, the amount payable for the previous month will be automatically charged via the registered payment card.

The setup fee is deducted immediately upon registration with the Service.

At the same time as the card is debited, an invoice is sent to the email address provided. Objections to the invoice must be sent to 3dsecure.io within 10 working days. After this, the invoice is considered to be approved by the Customer.

### **Duration and termination**

The Customer can terminate the agreement with one month's notice. 3dsecure.io can terminate the agreement with 18 months notice.

### **Prohibition against resale of license and handover of the rights of use to third parties**

Unless specifically agreed between the parties, the Customer may not resell, sublicense or in any other manner allow any third party to use the Service.

### **Personal data issues and data security**

3dsecure.io keeps a truncated card number, transaction amount and currency, as well as information that can identify the payee. A separate agreement on GDPR issues follows below.

All information is stored encrypted in accordance with the PCI DSS standard.

### **Confidentiality**

The parties are obligated to keep any information confidential under this agreement.

### **Litigation**

Any dispute between the parties shall be settled by the court of Aarhus under Danish law.