

BUCKVROO

sepay
BY BUCKVROO

Terms and Conditions

Payment Methods

2023 v1

1. Definitions

In these 'Terms and Conditions for Buckaroo Payment Methods', the definitions as contained in the General Terms and Conditions and as indicated below apply:

Blended Rate:	Rate for Credit cards based on a fixed fee per transaction
Card:	Credit cards and/or debit cards issued by an Issuer.
Interchange ++ Rate:	Rate for Credit Cards based on a variable fee per transaction (card interchange fee + card scheme + Buckaroo fee)
Manager:	The manager of the Merchant's Plaza account with Buckaroo, as designated by the Merchant.
MCC:	The Merchant Category Code that indicates which type of business the Merchant operates, as defined by the Payment Method Owners.
Payment Facilitator:	Buckaroo's service that facilitates credit card payments as the Acquirer's agent.
Payment Order:	An order to transfer a sum of money from the Merchant's Buckaroo account to any EU bank account number or a refund whereby the account number or IBAN of the original payer and beneficiary of the refund is amended by hand.

2. Relationship between the Merchant and Payment Method Owners

- 2.1. The general terms and conditions of Buckaroo concerned are applicable to the relationship between the Merchant and the Payment Method Owner. The Merchant must comply with these terms and conditions (applied by the Payment Method Owners or Acquirers).
- 2.2. The Merchant indemnifies Buckaroo against possible claims of Payment Method Owners or Acquirers and/or other third parties that are related to non-compliance with requirements that the Payment Method Owners or Acquirers impose on the Merchant.
- 2.3. The Merchant is obliged to link his website to Buckaroo by means of a secure connection (https/TLS).
- 2.4. It is possible an Acquirer and/or Payment Method Owner uses data outside the EU in order to facilitate the Payment process.

3. iDEAL

- 3.1. The Merchant must cooperate with requests for information by the Payment Method Owner within the framework of compliance with the iDEAL Rules & Regulations, which are available on the website of Currence iDEAL B.V.: www.currence.nl.
- 3.2. The Merchant guarantees that he complies with the statutory obligation (articles 3:15d of the Dutch Civil Code) that web retailers must publish their Chamber of Commerce and VAT registration number on their websites.
- 3.3. The Merchant must verify the status of the iDEAL transaction with Buckaroo. If the Merchant does not verify the transaction status before the delivery or supply of his product or service takes place, the risk of non-received funds shall be vested in the Merchant – if the iDEAL transaction does not have the status 'successful'.
- 3.4. The Merchant allows Buckaroo to check whether the Merchant has evolved, due to changing or additional activities, to the role of intermediary, meaning that, for some of a third party's sales, the Merchant is not responsible for delivery, possible repayment, complaints and warranty. The Merchant shall in that case become a CPSP and this Merchant shall need to be certified by the Payments Method Owner.
- 3.5. The Merchant is obliged to display all iDEAL Issuers at check-out and/or to add a new Issuer to that list on first request.
- 3.6. A Merchant who accepts iDEAL as a payment method must include the iDEAL payment method in his list of all payment methods offered, at the usual location in his ordering process.
- 3.7. If the Merchant uses a mobile website or application, the Merchant must follow the instructions as described on the Buckaroo support page 'App and payments': (<https://support.buckaroo.nl/categorieen/integratie/app-en-betalen>).

- 3.8. The iDEAL payment method must be included in the list of offered payment methods such that it at least receives the same attention as other payment methods.
- 3.9. It must be clear to the Customer how and when the iDEAL payment method is selected. This is accomplished by offering a so called “payment button” on the page where a selection is made from payment methods.
- 3.10. The permitted images for the iDEAL payment button are available via the acceptors’ section of the website <https://www.ideal.nl/en/businesses/logos/>.
- 3.11. The connection with Buckaroo’s iDEAL gateway in the online store shall be properly implemented by the Merchant. The latter at the discretion of Buckaroo. The manner in which this can be done is described on the support page (<https://dev.buckaroo.nl/>).
- 3.12. In specific situations, Buckaroo is entitled to take urgent measures under the authority of the Acquirer or the Payments Method Owner (including blocking iDEAL payments by the Customer to the Merchant and blocking payments of the balance to the Merchant) in the event of fraud or alleged fraud, or non-compliance with delivery obligations by the Merchant.

4. Bancontact

- 4.1. Buckaroo activates Bancontact in accordance with the Connection Agreement.
- 4.2. A Bancontact payment is deemed successful once Buckaroo has received the payment.
- 4.3. The execution of a transaction may be suspended on the instructions of an organisation that is responsible for a component of the payment traffic.

5. Direct debits (one-off/recurring)

- 5.1. When using a SEPA authorisation form, the Merchant shall comply with the guidelines of banks and Buckaroo.
- 5.2. The Merchant is aware that a bank account holder who issues a written or electronic (eMandate) authorisation for a standing instruction can inform his bank that he wishes to reverse the debit (cancellation) for up to a maximum of 56 calendar days after the amount is debited, without stating reasons. After 56 calendar days, the bank account holder has another 13 months after collection in which to file a Notification Undue Direct Debit (NUDD). If the Merchant cannot present a signed authorisation then the Merchant is, in case of a dispute, held to repay the relevant amount.
- 5.3. Buckaroo is entitled to pass these costs on to the Merchant.
- 5.4. It is up to the Merchant to contact the Customer and/or launch an investigation with the aim of recovering the money and, if applicable, the NUDD costs from the Customer.
- 5.5. The Merchant takes appropriate risk-mitigating measures. In this context the Merchant must balance the risks the Merchant is willing to run against the payment convenience offered to the Merchant’s Customers.
- 5.6. Buckaroo reserves the right to no longer offer the direct debit payment method should there be an increase in NUDDs and/or the reversal of an entry.
- 5.7. The foregoing shall not release the Merchant from its own responsibility and its own contractual obligations.
- 5.8. Use of authorisations in combination with outbound calling from a call centre is not allowed, unless:
 - 5.8.1. The Merchant obtains the Customer’s signature on a hardcopy collection agreement or obtains an eMandate;
 - 5.8.2. The Merchant demonstrates that he uses voice logging and only calls Customers with whom the company has an existing Customer relationship.
- 5.9. Inbound calling in combination with the recording of the conversation from which it becomes clear that the Customer agreed with the collection is basically allowed however this remains qualified as a high risk.
- 5.10. In the case of recorded conversations, the Merchant must make the recordings available to Buckaroo on the latter’s first request.

6. Credit Cards

- 6.1. The Merchant should satisfy the PCI DSS requirements. If the credit card data are handled via the Merchant's online store systems, the Merchant must satisfy stringent requirements. For an overview of these requirements Buckaroo refers the Merchant to the implementation manual. If the Merchant does not request credit card data via his own online store system, the Merchant must submit a declaration, as described on Buckaroo's website in the 'security' section.
- 6.2. The Merchant must apply to an Acquirer for connection numbers for MasterCard, Visa and Amex.
- 6.3. When the Merchant joins Buckaroo, the latter sends the Merchant the connection forms for the Acquirer, by email. Buckaroo supervises the entire application process with the Merchant.
- 6.4. Buckaroo activates the credit card request when the Acquirer has issued the connection number and notified the number to Buckaroo.
- 6.5. The conditions applicable to the use of credit card payments imposed by the credit card companies and that (in addition to these terms and conditions) are applicable to your relationship with the Acquirer can be requested from your Acquirer or on the credit card company's website:
Mastercard: <http://www.mastercard.com/nl/merchant/index.html>
American Express <https://www.americanexpress.com/nl-nl/?inav=NavLogo>
Visa: <https://www.visa.co.uk/about-visa/visa-in-europe.html>
- 6.6. Buckaroo limits the period necessary for completing refunds to one year after the initial payment by the Customer. Refunds on incoming payments can therefore only be processed until one year after initial payment. After that period, a payment can no longer be refunded to the Customer's credit card.

7. Payment facilitator

- 7.1. If Buckaroo acts as a Payment Facilitator in order to accept Cards, articles 6.1, 6.5, and 6.6 and this article 7 of these Terms and Conditions Payment Methods are applicable.
- 7.2. Buckaroo may act as Payment Facilitator, meaning that the Merchant does not have to conclude a separate agreement with an Acquirer.
- 7.3. If Buckaroo acts as Payment Facilitator, Buckaroo does so as the Acquirer's agent.
- 7.4. In order to use Buckaroo as a payment facilitator, the Merchant must have his registered office in the European Economic Area (EEA). Furthermore, the Acquirer will not accept certain MCCs. Buckaroo will provide further information about this on request.
- 7.5. On Buckaroo's request, the Merchant must provide Buckaroo with the following information in the event of changes:
 - 7.5.1. The operations or business activities including, for example, the industry and the MCC codes, if known to the Merchant;
 - 7.5.2. The websites that the Merchant uses;
 - 7.5.3. Proof of identity of all directors, beneficial owners and other individuals acting on the Merchant's behalf;
 - 7.5.4. Proof of private address of all directors, beneficial owners and other individuals acting on the Merchant's behalf (by providing invoices, for example);
 - 7.5.5. Document evidencing the Merchant's incorporation in a legally valid manner;
 - 7.5.6. Licences and permits required by the relevant authorities, evidencing that the Merchant can conduct his business;
 - 7.5.7. Declaration showing who holds the shares in the Merchant.
- 7.6. On the request of Buckaroo and/or the Acquirer, the Merchant must allow access to his websites in order that the content of the websites can be checked by means of manual checks, web crawlers or other automatic search techniques.
- 7.7. If the Merchant accepts a pre-authorised recurrent Transaction, the Customer must consent to such a Transaction in writing or by electronic means. The Merchant must keep said consent and show it to the Acquirer on request. The Merchant will not supply products or services that are covered by a pre-authorised recurrent Transaction after being informed by the Customer that the pre-authorisation has expired or after being informed by Buckaroo or the Acquirer that the Card that covers the pre-authorisation cannot be accepted.

- 7.8. The Merchant must keep all relevant information and documentation about a Transaction for a period of 3 years. However, this does not apply to sensitive payment data, which, in accordance with Article 9.1 of the General Terms and Conditions, must be kept for the shortest period possible. In any event, the retained data must show that a service or product was requested by the Customer and has been rendered/delivered.
- 7.9. The Merchant must apply a reasonable returns & exchanges policy and make reasonable changes to sold products and services. When Customers return products or terminate or cancel services, or when a price is adjusted, the Merchant will prepare and make a refund.
- 7.10. The Merchant will observe the rules of the relevant Payment Method Owners in his reservation and no-show policy. The Merchant will inform Customers about this policy in writing before reservations are made. The Merchant will inform Customers at the time of reservation about the exact number of days before a deposit is paid out.
- 7.11. The Merchant gives Buckaroo an indication of at least the following four pieces of information:
- 7.11.1. The use of credit cards as compared to the total volume of Transactions;
 - 7.11.2. The geographical scope of the credit cards;
 - 7.11.3. The type of credit cards;
 - 7.11.4. The average amount paid by credit card.
- 7.12. The Fees paid by Buckaroo to the Merchant will be on a Blended Rate or Interchange ++ Rate basis. Buckaroo is entitled to adjust the Fees with retroactive effect should it become apparent that the actual situation differs substantially from the indications. If Buckaroo notes a substantial discrepancy, Buckaroo has the right to adjust the Fees with retroactive effect of up to 6 months.
- 7.13. The Merchant will refrain from the following regarding Transactions:
- 7.13.1 Obtaining several authorisations for amounts lower than the total amount;
 - 7.13.2 Obtaining authorisation with the aim of circumventing the Customer's credit limit;
 - 7.13.3 Extending credit for or deferring the time of payment of the total payment in cash;
 - 7.13.4 Applying surcharges or special conditions or demanding securities from a Customer;
 - 7.13.5 Accepting a Card as payment for services or expenditures arising from or related to (i) the defence of a crime other than a traffic offence, (ii) a relationship in the personal sphere, if the services or expenditures are delivered to a person whose name is not on the Card, (iii) a bankruptcy, debt composition, composition outside bankruptcy or other process that affects the Customer's creditors;
 - 7.13.6 Making use of a Card of the Merchant himself or a Card to which the Merchant has access in order to process a Transaction with the aim of obtaining credit;
 - 7.13.7 Resubmitting a previous Transaction, regardless of whether the Customer gives permission to do so;
 - 7.13.8 Charging taxes, unless this is required by applicable laws and regulations. All taxes, to the extent permitted, must be included in the Transaction Amount and may not be deducted separately;
 - 7.13.9 Payment of funds in the form of traveller's cheques when the sole aim is to cause Customer to purchase products or services of the Merchant in cash;
 - 7.13.10 Payment of funds in cash;
 - 7.13.11 Giving credit for returned products or services that were purchased via a cash Transaction, or conversely, giving cash to a Customer who made a purchase with a Card;
 - 7.13.12 Placing transaction credit on an account number other than that used to purchase products and/or services;
 - 7.13.13 Any other action that is contrary to the rules of Payment Method Owners;

7.13.14 In principle, the Merchant may contact Buckaroo at any time but, if necessary, the Merchant can contact the Acquirer using the contact details provided in the Connection Agreement¹.

8. Apple Pay

- 8.1. The Merchant handles in accordance with the [Apple Pay Web Merchant Terms and Conditions](#). In addition, Buckaroo has the right to verify if and whether the Merchant complies with these Terms and Conditions. At Buckaroo's request, written proof of this will be provided.
- 8.2. The Merchant has taken note of the [Apple Pay HI Guidelines](#) and the [Apple Pay Best practices](#).
- 8.3. If the Merchant does not meet the above conditions at any time, Apple Inc. is (via Buckaroo) entitled to terminate (parts of) the agreement.
- 8.4. Articles 6.5 and 6.6 of these Terms and Conditions payment Methods are fully applicable to this Payment Method.

9. WeChat Pay

- 9.1. In order to use this Payment Method, the Merchant must remain within certain transaction limits:
 - a) Maximum (converted value of) USD 10,000 per transaction;
 - b) Maximum (converted value of) USD 20,000 per day per Customer;
 - c) Maximum (converted value of) USD 50,000 per year per Customer;
- 9.2. The list of products which are permitted by the Payment Method Owner contains the following products:
 - a) Apparel / Accessories / Bags
 - b) Gift / Flowers / Souvenir
 - c) Outdoor / Sport / Fitness equipment / Security and protection
 - d) Musical instrument
 - e) Watch / Clock / Glasses / Cosmetic lenses
 - f) Jewelry / Accessories
 - g) Home furnishing / Construction materials / Decoration / Fabrics
 - h) Food
 - i) Health care products / Supplements
 - j) Household appliances
 - k) Personal care & contraception product
 - l) Beauty makeup / Skin care / Personal care
 - m) Crafts / Potting / Interior decoration
 - n) Car / Motorcycle / Bicycle / Accessories / Refitted vehicle
 - o) Digital product
 - p) Office equipment
 - q) Maternal and baby products / Children's toys
 - r) Maternal and Child (online) stores
 - s) Book / Audio / Stationery
 - t) Pet food
- 9.3. Buckaroo shall, or shall request its Merchant as applicable, to display the "WeChat Pay" logo –and only the logo - on its official website. Usage of the "WeChat Pay" logo or any related business logos and trademarks for any other purposes is not permitted.
- 9.4. Merchants will not charge Customers any additional fee or provide lower service when the Customer uses WeChat Pay as method of payment.

¹ Contact details: Worldline: info@worldline.com; EMS: info@EMS.com; AMEX: info@aexp.com; Worldpay: info@fisglobal.com

9.5. Merchant acknowledges that refunds for Transactions made by using WeChat Pay shall only be refunded by utilizing WeChat Pay, otherwise the resulting risks and disputes will be borne by the Contractual Partner.

10. Alipay

10.1. The Merchant is not allowed to facilitate transactions with a (converted) value of more than RMB 50,000 (fifty thousand Chinese Yuan) per day.

10.2. The Payment Method Owner does not allow transactions related to the following products:

- a) Illegal political audio-visual products and publications, illegal reactionary cards and program channels, State secret documentations and information, other reactionary articles and speeches.
- b) Gambling tools, Private Lottery, gambling service, Lottery ticket, Pyramid selling, gold futures, lucky draw, high-risk services.
- c) Drug-taking tools, ammunitions and weapons/firearms and accessories, controlled instruments, crime articles, fireworks and firecrackers, poisonous articles and hazardous chemicals, adult drugs (aphrodisiac).
- d) Credit speculation service (including speculation of Taobao credit rating), credit card cashing service, crowd funding websites, counterfeit currency, bank account Transaction (bank cards), stock, fund, insurance, insurance platform, periodical investment of gold, bank financial products, cashback services, single-purpose prepaid cards, securities, illegal fund-raising, foreign exchange services, virtual currency in foreign accounts, receipts (invoices), Bitcoin, Litecoin, YBcoin and other virtual currency, Transactions, MCard etc., Auction, Pawn, Payment institutions, circulating RMB, foreign currency.
- e) Fetal gender diagnosis, Human organs, Surrogacy services, examination services, medical devices, contact lens.
- f) Hacking-related, malware, other software services which jeopardize Alibaba and the subsidiaries of Alibaba, video chatting services, religious websites, online cemetery and worshipping and other services, computer privacy information monitoring, satellite antenna etc., spying instruments, other personal privacy-harming articles or services, ID card information and other information which infringe other's privacy, certificate issuing and stamp carving.
- g) Foreign-related matchmaking service, items and services in violation of relevant state regulations, poor quality (fake) food, tobacco, crude oil, charity, smuggled articles, special provisions for specific period of time (e.g. the Olympic Games), cultural relics, luxury goods, auto sales and rental service.

10.3. The Payment Method owner has the right to audit the Merchant at the offices of Buckaroo relating to a suspected breach of contract and/or relating to risks as described under article 11.1 and 11.2.

11. Request to Pay

11.1 Merchant may not accept transactions from Customers exceeding EUR 15.000 per transaction;

11.2 The acceptance by Request to Pay will occur when Request to Pay is activated in your payment page

11.3 Buckaroo shall provide the following services:

- a) The payment of Transactions to Merchants
- b) The invoicing and collection of the applicable Request to Pay fees
- c) 1st line support for Request to Pay
- d) Technical implementation and activation of Request to Pay

12. Credit Click

12.1 Merchant is not allowed to provide products and/or services relating to pornography or gambling

12.2 The Merchant is responsible for all damage arising from its contractual relationship with the Customer.

The Merchant is the main of contact for the Customer for complaints arising from the fulfillment of the contractual relationship with their Customers.

13. Billink

13.1 Merchant agrees to the Billink terms and conditions, which can be found electronically on the Billink website <http://hardware-deals.nl/AVG/Verwerkersovereenkomst%20Billink%20maart%202018.pdf> and you have read the content and you agree that it is binding and will apply in case you offer Billink to consumers.

13.2 Buckaroo is authorized to provide Billink with the necessary identifying data in the context of KYC, possibly in a (limited) automated manner.

14. Payconiq

14.1 You agree to the Payconiq Terms of Use, which can be found electronically on the Payconic website (https://www.payconiq.nl/Terms_NL_Business.pdf) and you have read the content and you agree that it is binding and will apply in case you offer Payconic to consumers.

14.2 You agree that the Payconiq Terms of Use have been made available electronically and that all (other) Payconiq documents related to the Agreement with Payconiq can be made available electronically.

14.3 You give Payconiq express permission to use the personal data that are necessary for the provision of the Payconiq payment services.

14.4 Payconiq will receive your company data as sent by Buckaroo to Payconiq and the (transaction) data required for the services provided by Payconiq from Buckaroo. These data are processed by Payconiq International S.A.

14.5 The acceptance by Payconiq will appear when Payconiq is activated in your payment page.

14.6 Payconiq processes your (personal) data in accordance with its privacy statement, which can be found at http://www.payconiq.com/Privacy_NL_Business.pdf

14.7 In deviation from and / or in addition to the Payconiq Terms of Use, Buckaroo will perform the following services:

- a) Payment of the transactions to you;
- b) Invoicing and collection of the applicable Payconiq rates;
- c) 1st line support for Payconiq;
- d) Technical implementation and activation of Payconiq

15. Klarna

15.1 Buckaroo offers three (3) different setups in which Merchant can make use of Klarna as a Payment Method:

- a) Klarna Processing:
 - i. Buckaroo shall only act as a technical gateway between Merchant and Klarna.
 - ii. Merchant signs an agreement with Klarna directly. Buckaroo is not a party to this agreement.
 - iii. Klarna collects the funds from the transactions and remits these funds directly to Merchant, without any intervention from Buckaroo.
- b) Klarna Collecting via PPRO:
 - i. Buckaroo uses PPRO to collect the funds from Klarna.
 - ii. PPRO collects the funds from the transactions, remits the funds to Buckaroo and Buckaroo subsequently remits the funds to Merchant in accordance with the Agreement.
 - iii. There is no direct agreement between Merchant and Klarna.
- c) Klarna Collecting Direct:
 - i. Buckaroo receives the the funds from transactions directly from Klarna.
 - ii. Merchant signs a direct agreement with Klarna instructing Klarna to remit the funds to Buckaroo instead of Merchant, minus all fees Klarna is entitled to levy.
 - iii. Buckaroo transfer the funds to Merchant in accordance with the Agreement.

15.2 Buckaroo shall choose the setup which is best suited for Merchant's needs.

15.3 Buckaroo shall assist Merchant in concluding its agreement with Klarna, if such an agreement is necessary, but shall not be a party to that agreement.

15.4 Buckaroo shall not be liable for the (incorrect) transfer of funds to Buckaroo, or the failure to transfer funds.