

EAZYPAY

Terms & condition



# General terms and Conditions

**Terms: Merchant is the Retailer**

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## General terms and Conditions

### 1 Contract conclusion.

- The agreement is concluded with immediate effect and is binding between the EazyPay and Merchant. Other orally agreed is not applicable. All agreements must be written in the contract.

### 2 Machines.

- All machines that is provide from EazyPay is the property of EazyPay Aps and is not allowed be resold or transferred to others until an agreement with contract has been signed and information of merchant been onboarded and approved by EazyPay.
- The machine/s must be returned to EazyPay Aps and therefore the EazyPay Aps property. The customer pays for any damage to applications and damage to the machines.
- The monthly payment plus Danish 25% VAT / month, subscription is made on Credit Card or withdraw from the Merchant account.
- The merchant is responsible for updating the credit card for subscription. EazyPay have the full right to Close/Freeze/Withdraw overdue amount from merchant account without giving any notice.
- The termination must be sent to support@eazypay.eu and termination start from the date of termination has been received by mail.
- Subscription, services or onboarding must be prepaid, before anything from EazyPay services will be started. EazyPay have the full right to stop all services and supports to Merchant without any notice.

### 3 Applications.

- Applications that is provided to smartphones, is free of charge without a subscription, however, EazyPay Aps has the right to close all programs if fraud or misuse of apps is considered.

### 4 E-commerce

- EazyPay e-commerce plug in is for free download and installation on CMS systems. Onboarding is required for all Merchants.
- Merchant has no notice period or bond period, and therefore are free to find another supplier.

#### 4.1 Subscription of E-Commerce

- EazyPay offer payment plugins to CMS merchants for free.

#### 4.2 Misused and risk merchants

- Every merchant need to pass the Risk analyzes before merchant can be active and approved.
- A onetime upfront fee of 50 euro. Merchant can see the list of Low/High Risk provided from European Council, VISA & MasterCard. [Please see low risk image.](#)



## General terms and Conditions

- EazyPay is freezing money transfer and freezing accounts or if any missed used of any behavior.
- EazyPay is forced forward all criminal activity to local police, government. Actions is going to be taking that is provided by European “Money laundering and terrorist financing contributes”.
- If credit card or other misuse is considered, the merchant is hold responsible. EazyPay Aps assumes no responsibility for misuse of credit / debit cards.

### 4.3 Payout

- All payouts will be done between 1-3 Bank days to merchant account.

### 4.4 PCI DSS

- EazyPay has the right to enforce the merchant to comply with the PCI DSS approval. It is merchant's responsibility to have data security and server security so that consumers do not misuse sensitive information.
- Data Protection and PCI DSS Compliance. The merchant shall comply with all applicable national, supranational and international data protection laws in execution of this Agreement. Either Party is responsible for the secure storage, processing and transmission of Customer Data and shall, therefore, maintain at all times formal security programs and policies in accordance with current Payment Card Industry Data Security Standards (PCI DSS) and other best industry standards as necessary. Please see [PCI Security Standards](#).

### 5 Transfer of credit card Terminals mPOS.

- Assignment from another or third party and creation is not included in the current price agreement, and must therefore a new price agreement must be renegotiated.
- New contract of new merchant has to be signed and approved, before any transfer can be completed.
- Upon transfer of machines and other agreement, a new agreement must be entered into with the Merchant, the legal information on the new owner must be disclosed.
- Oral agreements is not applicable. Only written agreement applies.

### 6 Payouts to Merchant.

- EazyPay Aps automatically sends payment of VISA, VISA Electron and Master Card. Payment will only be sent to merchant account after 1-3 working days.
- When the customer is considered not to have shrinkage, the money is sent to the consumer's accounts after 1-3 working days.
- EazyPay is not responsible for any economy loss of sales e-com or mPOS.

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Denmark



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### 7 Misconduct of agreement and any due payments.

- In the event of a breach of this agreement, EazyPay Aps will cause the right to close and delete all programs without notice.
- Merchant is applicable to pay for any invoices there is not paid.
- All installations and machines made by EazyPay Aps are the EazyPay Aps property and may not be given to any other party.
- Merchant gives full permission to withdraw the amount due from the merchant account before the money is received on the merchant bank account.

### 7.1 Criminal Activities

- EazyPay is freezing money transfer and freezing accounts or if any missed used of any behavior.
- EazyPay is forced forward all criminal activity to local police, government. Actions is going to be taking that is provided by European "Money laundering and terrorist financing contributes".
- If credit card or other misuse is considered, the Merchant is hold responsible. EazyPay Aps assumes no responsibility for misuse of credit / debit cards.

### 8 Refund.

- If a refund has been agreed, please send the information to the merchant so that we can transfer the agreed amount.

### 9 Right of withdrawal.

- There is no benefit by signing both parties.

### 10 Termination of the Merchant Agreement.

- Upon termination of the merchant Agreement, all amounts owed are due for payment. This applies regardless of which party terminates the agreement
- Return costs must be borne by the merchant owner, the packaging must be made properly so that the product is not damaged during transport. We recommend that you send the item as "parcel post", as you then have the opportunity to track the parcel in the event that the delivery is delayed or disappears for In the case of "parcel post" there is furthermore the possibility of compensation claims against Post office if the parcel should disappear. Return address is below. Remember to take a picture before wrapping and after wrapping. All images are sent to [Support@eazypay.eu](mailto:Support@eazypay.eu).
- The termination must be sent in writing to support@eazypay.eu. EazyPay Aps assumes no responsibility for any loss or other form of financial loss to the merchant.

### 11 Force majeure.

- Regardless of any opposing terms in the Agreement basis, the Company is not liable to the customer for non-fulfillment of obligations that can be attributed to force majeure. The discharge

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consists of as long as force majeure exists. As a force majeure, circumstances beyond the control of the Company are deemed not to have been foreseen by the Company at the conclusion of the agreement. Examples of force majeure are unusual natural conditions, war, terror, fire, flood, vandalism and labor disputes.

### 12 Transmission and use.

- The Customer may not disclose or use or enable others to use the Company's trade secrets or other information of any kind which is not publicly available.

### 13 Robbery, fire or damage.

- The merchant is fully responsible for insuring the machine / s in case of robbery, fire or damage. EazyPay Aps takes the right to claim a replacement for the machine / s, as the machine / s are the EazyPay Aps property.

### 14 Terms of payment.

- Payments are deducted every 1 +/- 3 days of every month. The subscription is prepaid.

### 15 Army at the Credit Card Terminal.

- When applying that damage to the terminal, Cash Draw System and Website Terminal which has not been made by war and terror, the terminal is replaced at no extra cost. The store must replace the terminal or otherwise be agreed with EazyPay Aps in writing.

### 16 Termination

- Cash Register System is owned by EazyPay and therefore only for rent from the merchant. The termination is one year from the date of termination. The termination must be in writing and commence from the date the notice of termination has been received plus one year. The rental period is not included in the termination. Merchant is responsible for sending the system back in good order. If damage has occurred during transport, this Merchant is responsible for. It is the Merchant that must secure the transport and therefore also the product is wrapped correctly.
- Merchant is responsible for replacing a new product if the product is damaged.
- Terminal is owned by EazyPay and therefore only for rent from the merchant. The termination is one year from the date of termination. The termination must be in writing and commence from the date the notice of termination has been received plus one year. The rental period is not included in the termination. Merchant is responsible for sending the system back in good order. If damage has occurred during transport, this Merchant is responsible for. It is the Merchant that must secure the transport and therefore also the product is wrapped correctly. Merchant is responsible for replacing a new product if the product is damaged.
- Web site Terminal and programs is owned by EazyPay and therefore only for rent from the merchant. The termination is 6 month from the date of termination. The termination must be in writing and commence from the date the notice of termination has been received plus one year. The rental period is not included in the termination. Merchant is responsible for sending the system

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back in good order. If damage has occurred during transport, this Merchant is responsible for. It is the Merchant that must secure the transport and therefore also the product is wrapped correctly.

- Merchant is responsible for replacing a new product if the product is damaged.

### 17 Change Supplier

- Merchant gives permission to change to different sub suppliers, who EazyPay finds benefits. Merchant has to apply and provide any information's that is needed for the change of sub suppliers.  
EazyPay is allowed to close accounts owned by the Merchant, if Merchant is not taking any actions or making the changing easy for EazyPay.  
Eazypay is not responsible for any money lost.

### 18 PCI Level 1, 2, 3, 4

- Merchant is applicate to provide PCI level for the card scheme. The merchant has to provide the documentations that is required any update that is required. Merchant give the full right for EazyPay to make an auto update of the PCI level of merchant. EazyPay holds no responsibility of the merchant and the merchant is the 100% responsible.
- Merchant most secure all network, passwords, employee's id and update of all software that is used in the company. The merchant has to keep track and updates the company policies who is required from PCI.
- Website for PCI: <https://www.pcisecuritystandards.org/>

### 19 Complaints - overview and links.

- If you have a complaint about a product purchased at EazyPay, please make a complaint sent to:  
Competition and Consumer Agency's Center for Complaint Solution

Carl Jacobsen's Road 35  
2500 Valby  
Link: [www.forbrug.dk](http://www.forbrug.dk)

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### Low/High risk merchants

	Merchant Industries		Risk Category
1	- Discount Stores	- Park Automats	Low
2	- Apparel Retailers	- Digital Goods	Low
	- Electronic Repairs Shops	- Media, Books, Movies, Music and Games Stores	Low
	- Education Institutes		Low
3	- Restaurants	- Consulting	Low
	- Health and Fitness	- Public Relation Services	Low
	- Misc Food Store	- Skills Gaming (No Payouts)	Low
	- Advertising Agencies	- Organisation Memberships	Low
	- Video Tape Rental Stores		Low
4	- Online Search Engines	- Charities and Donations	Medium
5	- Apparel Retailers - Rentals	- Dating / Escort Services	Medium
6	- Beauty Products Providers	- Gift Certificates	Medium
	- Direct Marketing	- Call Centres	Medium
7	- Medical Offices	- Insurance Services	High
	- Dental	- Telecom Services	High
	- Ophthalmic	- Money Transfer (non-Bitcoin)	High
	- Hospital Equipment and Supplies	- Online Dating (no Recurring Transactions)	High
	- Computer Services	- Adult (no Recurring Transactions)	High
	- Hotels		High
8	- Warranty Services	- Gaming (with Payouts)	High
	- Betting and Casino Gambling	- Ticketing and Travelling (no Airlines)	High
	- Lottery Messengers	- Voucher and Wallet Processing	High
9	- Binary Options	- Adult Entertainment (Recurring Transactions)	High
	- Forex	- Dating (with Recurring Transactions)	High
10	- Nutrition		High