

# REGULATIONS REGARDING OVER THE COUNTER CASH WITHDRAWALS BY CREDIT CARD<sup>1</sup>

*These regulations, the “Cash Withdrawal Regulations”, apply in conjunction with over the counter cash withdrawals through the use of Credit Cards and Terminals.*

*The Cash Withdrawal Regulations constitute a supplement to the general terms and conditions for the Agreement for Acquiring Credit Card Transactions (the “Main Document”) entered into between the Merchant and Euroline. In the event of any conflict between the Main Document and the Cash Withdrawal Regulations, the Cash Withdrawal Regulations shall take precedence.*

## 1. Verifications

The Merchant shall, in connection with payment, carry out the verifications stated below.

### 1.1 The Credit Card

The Merchant shall, through a visual inspection of the Credit Card, ensure that:

- the Credit Card bears the Cardholder’s signature;
- the Credit Card does not show any signs of changes;
- the embossed card number is the same as on the signature panel on the back of the Credit Card and, where the Credit Card is read manually, as on the signature receipt;
- the valid thru date stated on the Credit Card has not expired;
- when identification documents are presented, the name embossed on the Credit Card is the same as the name on the identification document; and
- the Credit Card bears a trade mark which is covered by the Agreement; see section 1 (“Credit Card”) of the Main Document;
- four printed digits are set forth beneath the Credit Card’s number and that these digits are identical to the first four digits of the Credit Card’s number.

In the event any of the above-stated conditions is not fulfilled, the Credit Card may not be accepted.

In the event 1) the information on the Credit Card is read without the participation of the Merchant and 2) the Cardholder acknowledges the Transaction by PIN code, the above-stated verifications need not be carried out. The aforesaid also applies where the information on the Credit Card is read without the participation of the Merchant and the type of Credit Card does not require any additional measure/acknowledgement of the Transaction other than the actual reading of the information.

### 1.2 Identity verification

In conjunction with over the counter cash withdrawals, identity verification shall be carried out and the identification number shall be noted on the signature receipt.

### 1.3 Signature

The Merchant shall compare the Cardholder’s signature on the signature receipt with the signature on the Credit Card and the identification document. In the event the signatures do not match, the Credit Card may not be accepted.

The Merchant need not verify the signature where the Cardholder acknowledges the transaction through the use of a PIN code (see section 5 below).

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<sup>1</sup> Decision of ELCRC 2010-05-04

#### *1.4 Authorisation and verification of blocked cards*

Authorisation shall at all times take place on the occasion of payment, irrespective of the purchase amount. In the event authorisation and verification of blocked cards do not take place electronically in a Terminal, the Merchant shall obtain consent to the execution of the purchase transaction through a telephone call to Euroline (automated voice response). Approval is provided by Euroline through the indication of a verification number which must be noted on the signature receipt. However, Credit Cards on which a name and/or number are not embossed (e.g. Credit Cards bearing the Maestro and Electron trade marks) always require electronic authorisation. In the event the Merchant, in conjunction with authorisation, is notified that the Credit Card is blocked or where it is obvious that the Credit Card is being used by an unauthorised person, the Merchant shall seize the card, where possible. The Merchant shall thereupon cut the Credit Card in two and send it to Euroline.

When verifying the status of the Card Holder's Credit Card (verification of card status) a so-called zero value authorisation shall be used pursuant to Euroline's process descriptions applicable from time to time.

#### *1.5 Cash withdrawal limits*

Card issuers have differing regulations governing limits for their card products with respect to the maximum amount and number of cash withdrawals that may be made within a certain period of time. If such limits are reached, this may be a reason for authorisation being denied and as to why the transaction cannot be carried out.

#### *1.6 Chip and PIN terminals*

Commencing 1 January 2011, terminals which are used to execute transactions with Credit Cards must support both magnetic strip and EMV chip technology. MasterCard and VISA may impose a fee on Euroline in the event that a Merchant fails to comply with the foregoing. In such case, the Merchant is obligated, pursuant to sections 6.3 and 6.4 of the Main Document, to compensate Euroline for such fees.

## **2. Receipts**

#### *2.1 Content of the signature receipt*

The Merchant's copy of the signature receipt shall contain the following information:

- the Merchant's name, city and company number;
- the Merchant's customer number at Euroline;
- the date and time of the Transaction;
- the Credit Card's number (where so supported by the Terminal, this shall take place in truncated form);
- the type of transaction (withdrawal or return/crediting) in clear text;
- the verification number (evidence of authorisation);
- the Transaction amount;
- information regarding value added tax;
- the text: "Approved for debiting of my account as stated above" (this does not apply in conjunction with the use of PIN codes);
- space for signature (this does not apply in conjunction with the use of PIN codes);
- identification number and type of identification (this does not apply in conjunction with the use of PIN codes); and
- reference/trace back number (unique identity of the Transaction); and
- the four digits referred to in section 1.1, bullet point 7, above (which shall be hand written).

With respect to bank cards issued by Swedbank, and the Merchant is Swedish, the signature receipt must also contain information regarding the method of payment, i.e. information whether payment is to be debited from a bank account or to be on credit.

## *2.2 The Cardholder's copy*

The Cardholder shall receive a copy of the signature receipt containing the same information as the Merchant's copy of the signature receipt. The following differences apply, however, with respect to the Cardholder's copy:

- the Credit Card number shall be stated in truncated form, i.e. only the (4) final digits shall be written out; introductory positions shall be truncated with '\*\*';
- the text "card payment" need not be stated (this is required only where the copy of the signature receipt consists of a supplementary cash register receipt);
- the text "personal code" need not be stated (this is required only in conjunction with the use of PIN codes);
- the text "Approved for debiting of my account as stated above" need not be stated.

## *2.3 Storage*

The Merchant shall store signature receipts for not less than eighteen (18) months. Upon request by Euroline, the Merchant must be able to provide a receipt with respect to an individual Transaction within five (5) days. The aforesaid shall apply notwithstanding that the Merchant's acquiring agreement with Euroline has otherwise terminated.

## **3. Use of PIN Code**

The amount must be known to the Cardholder when the PIN code is given. The entry of the PIN code constitutes the Cardholder's approval of the purchase transaction being charged to the Cardholder's account. In certain environments, Euroline may approve the use of another procedure.

The Cardholder shall be allowed three (3) attempts to enter the correct PIN code. The Cardholder shall have the possibility to cancel a Transaction instead of making additional attempts with the PIN code. In staff assisted sales, the Cardholder shall be entitled to refrain from using the PIN code and, instead, sign a signature receipt (provided that approval of the purchase transaction through a PIN code is not obligatory for the Credit Card in question).

In the situations stated below, the signing of a signature receipt must take place and, accordingly, a Cardholder may not be requested to enter a PIN code:

- where authorisation cannot take place electronically;
- where, pursuant to Euroline's Instructions, use of a PIN code is not permitted for the Credit Card in question;
- where the card number has been registered manually, i.e. the Credit Card could not be read electronically; or
- in conjunction with returns/crediting.

## **4. Transactions Capture**

### *4.1 Generally regarding capture*

Capture of purchase transactions made by Credit Card on which a name and/or number are not embossed (e.g. Credit Cards bearing the Maestro and Electron trade marks) may take place only in Terminals.

### *4.2 Terminals*

The Credit Card shall be read mechanically in a Terminal. In the event this is not possible due to a defect in the Credit Card, Euroline may grant special authorisation to register the Credit Card number and valid thru date manually. In such a situation, the Merchant must be able to prove the presence of the Credit Card at the time of payment, e.g. through an imprint of the Credit Card or a photocopy thereof. The photocopy or suchlike must be stored together with the corresponding signature receipt. However, manual registration is never permitted for Credit Cards on which a name and/or number are not embossed (e.g. Credit Cards bearing the Maestro or Electron trade marks).

## 5. Reporting

### 5.1 Submission of purchase transactions

Electronically captured purchase transactions must be submitted to Euroline within two (2) days from the date of the transaction. Sales slips must be received by Euroline or the party designated by Euroline within five (5) days from the date of the transaction. "Date of the transaction" means the date of authorisation.

### 5.2 PIN code journal

The Merchant shall maintain a separate journal of all Transactions in which PIN codes have been used, i.e. both executed and cancelled Transactions. Such journal shall record:

- the manner in which the Transaction was executed;
- the Merchant's name (company name), city and company number;
- the date and time;
- the Credit Card's number and valid thru date;
- the method of payment;
- the type of transaction (withdrawal or return/crediting) in clear text;
- the cash register identity;
- the verification number as evidence of authorisation;
- the amount to be debited;
- reference/trace back number;
- processing code (see the Instructions);
- status code (see the Instructions);
- transaction seal (see the Instructions); and
- the reply code.

## 6. Returns

Returns are not permitted in conjunction with cash withdrawal over the counter.

## 7. Security

### 7.1 Processing of Credit Card Information

In order to maintain a high level of security in the global card payment systems and to enhance confidence in Credit Cards as a means of payment, it is of the utmost importance that all who process Credit Card Information do so in a secure manner. "Credit Card Information" means information embossed or printed on the front or back of the Credit Card, including information which is stored in the Credit Card's magnetic strip or chip. For this reason, the industry has agreed on a joint industry standard for processing Credit Card Information. The standard is called Payment Card Industry (PCI) Data Security Standard (DSS) and is produced by the international card networks, Visa and MasterCard.

The Merchant undertakes to comply with the PCI DSS standard as published from time to time on [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org).

The aforesaid entails, inter alia, that the Merchant:

- may not, under any circumstances whatsoever, store or write out i) CVV/CVC (i.e. the code verification value in the Credit Card's magnetic strip); ii) CVV2/CVC2 (i.e. the security code normally found to the right of the signature panel on the back of the Credit Card; or iii) iCVV/iCVC (i.e. the verification value in a Credit Card which is equipped with a chip). The Merchant also undertakes not to store or write out any PVV (i.e. the verification value for PIN codes);
- may only store such Credit Card Information as is absolutely necessary for the Merchant's business (e.g. name, the Credit Card number and the Credit Card's valid thru date);
- shall file/store media containing Credit Card Information (e.g. logs, transaction reports, electronic receipts or contracts) in a secure place and in such a manner that only persons who necessarily require access to the material in question are afforded such access;

- shall handle all Credit Card Information confidentially and not to disclose to any third party the personal data (e.g. name and personal ID number) which may be obtained by the Merchant;
- shall store information regarding the Credit Card's number in such a manner that unauthorised use thereof cannot occur;
- shall ensure that electronic receipts and other media are protected from unauthorised access thereto;
- shall notify Euroline immediately upon discovery or suspicion of unauthorised use of Credit Card Information or that such information has otherwise been misused. In the event of suspicion of crime, the Merchant shall report the event to the police upon request by Euroline;
- shall ensure that the Credit Card number is not revealed to persons other than such personnel of the Merchant who necessarily require access thereto;
- shall ensure that documentation is in place regarding the manner in which Credit Card Information is protected in the Merchant's technical equipment;
- shall ensure that routines are in place for secure handling and distribution of Credit Card Information and that such routines are regularly monitored and reviewed. The routines, or information thereon, shall be destroyed in a secure manner, e.g. through a shredding machine, when the routines/information are no longer required in accordance with applicable legislation and/or the Instructions;
- shall ensure that a list is in place of all technical equipment and that such equipment is stored in a secure manner;
- shall ensure that information regarding Credit Cards and/or Cardholders is rendered unusable as soon as technical equipment and/or any other medium containing such information is no longer to be used by the Merchant.

#### *7.2 Approval of systems*

Terminals which submit Transactions to Euroline must be approved by Euroline or a third party designated by Euroline. Euroline may impose requirements regarding special examination of components that are sensitive from a security perspective.

#### *7.3 Specifically regarding Nodes and Payment Service Providers*

Where the Merchant retains a third party (node or Payment Service Provider) as part of its payment solution for processing Transactions, the Merchant must ensure that such party satisfies all PCI DSS requirements.

#### *7.4 Changes to equipment, etc.*

The Merchant shall notify Euroline prior to every installation, relocation or dismantling of equipment which is technically connected to Euroline or another capturer of Transactions.

Changes to Terminals which affect the conditions that applied on the date of approval may not be undertaken without Euroline's consent.

Prior to submission of transactions to Euroline, the Merchant shall perform such a test of its connection to Euroline's receipt system as designated by Euroline.

#### *7.5 Specifically regarding cash register systems with integrated card readers/Security instructions*

Merchants who use cash register systems with integrated card readers shall also ensure compliance with Security Instructions specifically issued by Euroline from time to time.

#### *7.6 Computer hacking and IT forensic investigations*

In the event Euroline suspects that the Merchant's cash register system, computer system, etc. has been exposed to hacking, manipulation, etc. which, in Euroline's opinion, in any respect affects the Parties' cooperation pursuant to this Agreement, Euroline shall be entitled to carry out an IT forensic investigation (the "Investigation") of the equipment in question. The investigation may be carried out by Euroline or an IT forensic company retained by Euroline.

The time and associated issues/routines relating to the execution of the Investigation shall as far as possible be agreed upon by the Parties, unless Euroline considers this to be inappropriate. However, Euroline shall also be entitled to visit the Merchant and carry out the Investigation without prior notice to the Merchant where, in Euroline's opinion, this constitutes the most appropriate course of action.

The Merchant shall be obliged, to a reasonable extent, to assist in the Investigation and facilitate the execution thereof in order that the purpose of the Investigation, i.e. establishing whether hacking/manipulation has occurred, can be achieved.

In the event the Investigation establishes that the Merchant's cash register system, computer system, etc. has been exposed to hacking, manipulation, etc. the Merchant shall be liable, upon request by Euroline, to reimburse Euroline for the costs of the Investigation.

## **8. Liability Shift**

With respect to Transactions undertaken as from 1 January 2009, Euroline will apply what is referred to as a Liability Shift. Accordingly, as from the aforesaid date the Merchant shall, in its relationship with Euroline pursuant to the Agreement, bear the risk of all losses attributable to magnetic strip-read Transactions undertaken through the use of cards presented without authorisation, where the correct Credit Card, i.e. the Credit Card issued by an authorised/licensed card issuer bearing the same card number as the card presented without authorisation, is equipped with an EMV chip.