

Fraud policy – Payments B2C

This is merely a translation of the original policy in Swedish. In case of discrepancies or contradictions, the Swedish original policy will take precedence.

Introduction

This fraud policy ("Policy") is applicable between Norion Bank AB ("Walley") and its Merchants as of cooperation agreement ("Cooperation Agreement") on payment solutions has been signed. The Policy is subject to the definitions set out in the Cooperation Agreement, unless otherwise specifically stated herein. The Policy is only applicable to purchases relating to orders delivered to a physical person ("Customer") in Sweden, Norway or Finland. Stipulations in this Policy shall take precedence over any conflicting stipulations under the Cooperation Agreement and shall replace the applicable parts of the Merchant's obligations.

Walley will reimburse the Merchant, under the terms and conditions set out in this Policy, with the full amount of the invoice claim, in case of Fraud. The Policy thereby acts as a fraud guarantee for the Merchant.

Records of the information set out in paragraphs 3-14 below shall be retained for at least six months and shall be provided to Walley within 10 working days, upon request. If the Merchant does not comply with this Policy in its entirety, Walley has the right to request that the Merchant repurchase the Invoice, primarily through chargeback, in accordance with the repurchase provisions of the Cooperation Agreement.

Merchants using Walley Checkout can disregard paragraph 3 below as the information in these cases is provided by Walley. Consequently, when using Walley Checkout, the Merchant does not need to save information related to paragraph 3.

Terms and conditions

For Walley to bear the fraud risk under this Policy, all of the following conditions must be met:

1. The invoice claim must relate to a physical product.
2. The Merchant must be integrated with and comply with decisions from Walley's monitoring systems. The Product may only be delivered when Walley has notified the Merchant that the order has been approved by Walley's monitoring systems (e.g. by e-mail, telephone or that the transaction is in status "Preliminary").
3. In case of purchase and reservation of purchase, the following points must be included in the call to Walley:
 - Customer's full delivery address
 - Customer's IP number
 - Customer's telephone number
 - Customer's e-mail address
 - Full product list including amount

4. The Merchant shall, by e-mail and within 24 hours of sending, respond to Walley's questions regarding suspected Fraud. This applies on all days that the Merchant is open for business, such as shipping Products and/or activating invoice claims.
5. If Walley within 24 hours from the time of purchase notifies (e.g. by e-mail or telephone) to the Merchant that a purchase is suspected or confirmed to be Fraud, the Merchant shall immediately cancel the delivery.
6. The invoice claim shall be activated on the day the Product is dispatched.
7. The Products shall be delivered to the name and address approved by Walley at the time of purchase. If the Products are sent to a service point for delivery of goods, the place of delivery must be the service point located closest to the address authorized by Walley.
8. The Products must be sent by traceable shipment.
9. If an agent collects or receives the Products on behalf of the End Customer, this shall be noted on the delivery receipt. The identity of the agent and the End Customer shall be verified. Logistic partners used by the Merchant must have security procedures in place for the delivery of shipments to the End Customer's agent, as well as keeping information that proof of delivery and delivery method.
10. When delivering ordered Products at a serviced delivery point, the Merchant shall ensure that the logistics partner used by the Merchant has security procedures and saves information regarding proof of delivery. Upon delivery, receipts must be made by signature, verification of ID or digital signing.
11. When ordered products are delivered by personal delivery (e.g. home delivery), the Merchant must ensure that the logistics partner used by the Merchant has security procedures and saves information proving delivery. Delivery receipts must contain the Customer's signature and name clarification and information that an ID- verification has been carried out. If the receipt is obtained with an advanced electronic signature, information about the social security number which signed for the receipt must be made available to Walley upon request.
12. When ordered products are handed out at an unmanned delivery point or left at the customer's premises without personal reception (e.g. left outside the door), a receipt from the Customer must be obtained with an advanced electronic signature. For these delivery methods, it is required that it is the End Customer who personally sign the collection, whereby agents are not permitted. Information about which social security number that signed the delivery shall be made available to Walley upon request.
13. When ordered Products are picked up directly in a physical store, the receipt for delivery must contain the recipient's name and signature and information that an ID verification has been carried out. If the receipt is obtained with an advanced electronic signature, information about the social security number which signed for the receipt must be made available to Walley upon request.

Walley reserves the right to revise this Policy at any point, as needed. Walley shall notify the Merchant of any changes to the Policy.