

3DS Product Terms and Conditions: Cardinal

These 3DS Product Terms and Conditions shall apply to the extent a counterparty, Client, Reseller, or Customer (collectively "Merchant") is consuming 3DS Services from FreedomPay.

- A. Fees:** Fees for 3DS are set forth on an applicable Order or Agreement. Fees are charged for 3DS per request ("3DS Request Fee.") The 3DS Request Fee is charged for each request to FreedomPay's 3DS merchant plug in (a "3DS Request"). 3DS Requests may come directly from the Merchant, from an ISV, be part of a defined flow, or be part of a hosted payment link transaction flow. For the avoidance of doubt, 3DS Requests are distinct from Transactions and the 3DS Request Fee is billed separately from transaction fees.
- B. Merchant Obligations:**
1. **Consumer Consents:** Merchant acknowledges and agrees that it shall be solely responsible for obtaining any and all consumer consents needed in connection with the 3DS services as required by applicable law, including but not limited to local law in any applicable jurisdiction.
 2. **Intellectual Property:** 3DS service is provided and made available for Merchant's non-transferable, non-exclusive use, without right to sub-license. Merchant must not remove any copyright or other proprietary notices on or in the 3DS services. No right, title, or interest in the 3DS services, or any Intellectual Property Rights in the 3DS services, is transferred to Merchant.

C. ACKNOWLEDGEMENT OF RESPONSIBILITY FOR POSSIBLE CARD BRAND DATA INTEGRITY FEES. Merchant hereby acknowledges that it understands the card brands and issuers define data points required for 3DS authentication and FreedomPay is not accountable for authentication failures due to missing data points. In the event Merchant implementations are missing required data points, "data integrity fees" may be imposed by the applicable card brands directly or passed down to the Merchant from FreedomPay or the acquirer. Merchant further acknowledges that it has been informed and fully understands that:

1. FreedomPay is not liable for any fees or service interruptions that may be levied by the card brands or acquirers as a result of not meeting minimum data requirements to perform 3DS.
2. By failing to collect and pass through the minimum required data points, Merchant is fully responsible for payment of any imposed "data integrity fees" from the applicable card brands that may be passed down through FreedomPay or the Merchant's acquiring bank.
3. Review or approval by FreedomPay of Merchant's systems or processes does not constitute a representation or warranty by FreedomPay of Merchant system effectiveness or suitability and shall not be deemed to transfer risk or liability to FreedomPay.