

# Vipps MobilePay Merchant Protection Program

Version 1.0

## Introduction

This Merchant Protection Program governs the rights and obligations of a Merchant (“you”) related to Chargebacks, as defined in the Terms and Conditions for Vipps MobilePay Business solutions (“Merchant Terms and Conditions”). The Merchant Protection Program is incorporated by reference to the Merchant Terms and Conditions. Vipps MobilePay (“we”) retains the right to revise the Merchant Protection Program by making available a new version on our website.

## General guidance on Chargebacks

To avoid unnecessary Chargebacks, make sure to address all customer claims and complaints without delay, including refunding the purchase in accordance with applicable laws, but in any case, no later than 14 days after receiving a valid refund request. You must process all refunds in Vipps MobilePay’s systems.

When we receive a claim concerning a purchase we have credited to you, we deduct the disputed amount as well as any applicable fees from your balance (the aggregate amount of settlements owed to you by us). If we decide to reverse the Chargeback at a later stage, we will credit the disputed amount to your balance. Note that our fees apply to handling of Chargebacks and will not be refunded even if the Chargeback is reversed. If we are unable to deduct the amount from your balance for any reason, we will issue an invoice to you.

When you receive a Chargeback notice from us, you can choose to accept it or, if you disagree with the claim, defend the dispute by providing us with evidence to support your defence, as described below.

All evidence supporting your position must be included in your original defence file in PDF format and delivered to Vipps MobilePay electronically, as further instructed in the Chargeback notice from us.





Vipps MobilePay will review your defence and resolve the dispute in accordance with the terms and conditions applicable to the concerned payment instrument. If your defence is accepted, we will credit your balance as described above. If we refuse your defence, the Chargeback becomes final and can no longer be challenged by you.





## Liability shift

Vipps MobilePay applies strong customer authentication (SCA) to all individual payments. If a payer has made a payment in our mobile application, Vipps MobilePay will assume liability for authorisation of the transaction and will not issue a Chargeback to you even if the payer disputes their consent. Note that the protection applies only to our Solution (payment service) that we’re in control of and doesn’t extend to for example card pass-through solutions, which are governed by conditions imposed by card acquirers.

For avoidance of doubt, we may still issue Chargebacks concerning recurring payments initiated by you and based on purchase protection provided to payers, or as otherwise elaborated below.

## Reasons for Chargebacks

Reason	Description	Defendable	Defence due date
Merchandise not received	Payer did not receive the merchandise or services because you were unwilling or unable to deliver.		10 days from notice by Vipps MobilePay
Invalid Mandate	You have initiated a transaction without a valid mandate or exceeding the mandate (e.g. amount higher than expected).		10 days from notice by Vipps MobilePay
Defective merchandise	The payer claims that the goods they received are not the goods they originally ordered or that they were damaged.		10 days from notice by Vipps MobilePay
Fake merchandise	The merchandise has been identified as counterfeit.		10 days from notice by Vipps MobilePay

Misrepresentation	The payer claims that they have not agreed to the terms of sale you have enforced on them.		10 days from notice by Vipps MobilePay
Refund not received	The payer claims that they have been granted a credit or refund but have not received it.		10 days from notice by Vipps MobilePay
Cancelled merchandise	The payer claims that they have returned merchandise or cancelled services, but have not received a refund.		10 days from notice by Vipps MobilePay
Processing error	For example, duplicate processing		10 days from notice by Vipps MobilePay

## Defence Requirements

Below you can find examples of documents you are expected to deliver to us in order to defend a Chargeback. List is not exhaustive, and we encourage you to include additional documentation that you believe to be relevant for the case.

### Merchandise not received

#### All merchandise

- Description of the merchandise.
- Order confirmation with date and time of the purchase, including agreed or actual time of delivery.
- Email communication or any other correspondence with the payer or agreement that was made.

#### Additional requirements: Physical merchandise

- Signed proof of delivery, such as a tracking number and a screenshot of a tracking service.
- Communication where the payer confirms possession of the goods.
- Explanation of reasons for late delivery.
- Upon request, information on how you have verified the delivery address.

#### Additional requirements: Digital Goods

- If applicable, record of previous non-disputed payments by the payer.

#### Additional requirements: Services

- Proof that the payer received the service at the agreed date and time.
- Communication with the payer after the payment.

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## Invalid Mandate

#### All merchandise

- Proof that the payer received and agreed to your cancellation policy at the time of the purchase, and did not cancel the purchase. Attach the relevant policies as a screenshot or text (no links to websites).

#### Additional requirements: Physical merchandise:

- Proof that the payer has been refunded, if applicable.

**Additional requirements: Digital Goods:**

- Proof that the payer has downloaded or consumed the digital goods.

**Additional requirements: Services:**

- Proof that the services have been used between the due date and the cancellation date.
  - Proof that the payer has requested cancellation for a different date and services have been provided until this date.
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**Defective merchandise**

**All merchandise**

- Order confirmation
- Proof that the merchandise was as described or was not damaged or defective, such as photographs.
- Proof that the payer was refunded, if applicable.
- Email communication or any other correspondence with the payer or agreements that were made.

**Additional requirements: Physical merchandise**

- Signed proof of delivery if the merchandise was replaced or repaired.

**Additional requirements: Digital Goods:**

- Proof that the payer downloaded or used the digital goods.

**Additional requirements: Services:**

- Proof that the payer used the service.
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**Fake merchandise**

- Order confirmation
  - Third-party opinion and/or certificate of authenticity
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**Misrepresentation**

- Proof that your terms and conditions were clearly communicated to the payer before the transaction was processed.
  - Proof that the payer agreed to your terms and conditions.
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## Refund not received

- Proof that you refunded the purchase.
  - Proof that the payer did not return or did not attempt to return the merchandise.
  - Proof that the payer's return does not comply with the return policy agreed with the payer.
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## Cancelled merchandise

### All merchandise

- Proof that the payer received and agreed to your cancellation policy at the time of the purchase, and hasn't cancelled the purchase. Attach the relevant policies as a screenshot or text (no links to websites).
- Proof that the payer was refunded, if applicable.
- Email communication or any other correspondence with the payer or agreements that were made.

### Additional requirements: Physical merchandise

- Proof that the payer did not return the merchandise.
- [If applicable, proof that the notice of upcoming billing was sent to the payer 10 days before transaction.]

### Additional requirements: Digital Goods:

- If applicable, proof that the notice of upcoming billing was sent to the payer 10 days before transaction.
- Proof that the payer downloaded and used the digital goods.

### Additional requirements: Services:

- Proof that the services were used between the billing date and the cancellation date.
  - Proof that the payer requested cancellation for a different date and services were provided until this date
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## Processing error

- Proof that the claim is not valid.
- Any correspondence with the payer.