



3DS Annex

1. Overview

- 1.1. This document (hereinafter "3D Annex") is a comprehensive part of the agreement held between the parties with the acceptance/suscription of the General Terms and Conditions of Use For PayU's Merchants (hereinafter "GTC").
- 1.2. The 3D Annex establishes the conditions whereby PayU provides the 3D Secure Authentication Service (hereinafter 3DS).
- 1.3. Terms stipulated within the 3D Annex have the same definition as those stipulated within the GTC, unless otherwise specified.
- 1.4. Whatsoever remains unaltered by the 3D Annex remains unaltered in the GTC.
- 1.5. If a conflict should arise between provisions in the GTC and the 3DS Annex, provisions herein shall prevail.

2. 3DS

- 2.1. 3DS is an authentication protocol to improve the exchange of online transaction data and protect payers by using a double factor authentication. 3DS lets you perform an intuitive and consumer-friendly authentication process and adds additional security layers to reduce the fraud and diminish the unauthorized usage of credit cards.
- 2.2. 3DS is a messaging protocol that enables the issuers to authenticate their cardholders during the online shops. This authentication is performed before the transaction is authorized.
- 2.3. 3DS is a service available under demand, that will be provided under the Terms and Conditions set out in this Annex and the technical documents available at:
<http://developers.payulatam.com/latam/en/docs/services/3ds-authentication.html>
- 2.4. 3DS is not available in all PayU Countries, to check if 3DS is offered in a jurisdiction see:
<http://developers.payulatam.com/latam/en/docs/services/3ds-authentication.html>
- 2.5. 3DS is currently available only for API merchants and it is not supported for webcheckout.
- 2.6. The Merchant will be responsible to define the conditions to determine which transaction will be authenticated using 3DS.
- 2.7. PayU does not guarantee the operability of application or tools employed or supplied to The Merchant for 3DS. However, PayU will use all reasonable endeavors to provide 3DS and keep functioning the applications necessary for that purpose. PayU will not be liable for any problem or issue regarding the authentication process.

3. ACTIVATION AND ENABLEMENT OF THE SERVICE

- 3.1. Merchant shall request the activation of this Service, by providing all the information and supporting documents requested by PayU.



- 3.2. PayU may at its sole discretion approve or disapprove the activation of the Service.

4. CHARGEBACK LIABILITY

- 4.1. The implementation and use of 3DS produce a liability shift. Therefore, the general rule is that if the 3DS is successfully completed, the liability for a fraudulent transaction shift from the Merchant to the card issuer.
- 4.2. The Merchant is responsible for fully comprehending and knowing the 3DS and the requirements that need to be fulfilled for the liability shift.
- 4.3. Nonetheless, PayU will not be responsible if, due to any and all applicable rules, regulations, standards and operating guidelines issued by a payment scheme (Visa, Mastercard or, any other franchise), the liability shift does not occur.
- 4.4. Transactions that for any reason are not authenticated using 3DS will not be subject to a liability shift; therefore, the risk of fraud or identity theft will continue to be held by the Merchant.
- 4.5. For the current service, PayU does not validate if the authentication was successful or not.

5. 3DS SERVICE FEE

- 5.1. 3DS is included in the Fees charged for the PayU Services (please refer to the GTC).
- 5.2. PayU eventually might charge an additional fee for 3DS, which will be notified to the merchant thirty (30) days prior to the date it will start applying, which will be subject to the specifications refer to in clause 5 of the GTC.
- 5.3. Any cost charged by an acquirer to PayU for 3DS, might be transferred to the Merchant and deducted from its Virtual Account.

6. AUTHENTICATION SERVICE WITH THE PAYU HUB

- 6.1. Only if required by the Merchant, PayU offers the possibility of doing the authentication call with the PayU HUB and the authorization with PayU. In such cases, all transactions authenticated through the PayU Hub shall be authorized with PayU.
- 6.2. If the Merchant, after authenticated a transaction with the PayU HUB, uses for the authorization a different Payment Service Provider (PSP) from PayU, it will pay, per transaction not authorized with PayU, zero point five percent (0.5%) percent of the total Fees paid by The Merchant for using PayU Services, during the twelve months prior to the damage, or if such a term is shorter, zero point five percent (0.5%) percent of the total Fees accrued by PayU during the said period.
- 6.3. The Merchant accepts and authorizes PayU to debit the value mentioned above from the Merchant's Virtual Account.

7. TERMINATION OF SERVICE

- 7.1. PayU reserves the right to suspend this additional Service at any time, by notifying the Merchant, without such termination implying a breach to the Agreement, this Annex, and or penalty or sanction.



8. AMENDMENTS

- 8.1. PayU reserves the right to modify the scope of Service unilaterally, at any time.
- 8.2. PayU will notify the Merchant of such modifications by the means provided for that purpose.