

Fraud policy - Walley - B2B

Version: 2024-1_B2B_SEFINO, replaces version 2019-1_B2B_SEFINO (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 (the "Policy") is applicable between Norion Bank AB ("Walley") and its Merchants from the date of signing the Payment Solutions Cooperation Agreement (the "Cooperation Agreement"). The Policy is subject to the definitions set forth in the Cooperation Agreement, unless otherwise expressly stated herein.

The Policy applies only to purchases related to orders shipped to Business Customers. The terms of this Policy supersede any conflicting terms of the Collaboration Agreement and, where applicable, supersede the Merchant's obligations.

Under the terms of this Policy, Walley bears the risk of the full amount of the Invoice Receivable in the event of fraud. The Policy thus acts as a fraud guarantee for the Merchant.

Records of the information set forth in paragraphs 3 - 14 below shall be retained for a minimum of six (6) months and shall be made available to Walley upon request within ten (10) business days. If the Merchant does not fully comply with these guidelines, Walley has the right to demand that the Merchant repurchase the claim, primarily by way of set-off, in accordance with the provisions of the cooperation agreement on repurchase.

For Merchants using Walley Checkout, paragraph 3 below does not apply, as the data collection in these cases is carried out by Walley. Consequently, when using Walley Checkout, the Merchant does not need to store the information referred to in point 3 below.

Terms and Conditions

In order for Walley to assume the fraud risk under this policy, all of the following conditions must be met by the merchant

1. The invoice claim must be for a physical product.
2. The Merchant must be integrated into Walley's monitoring system and comply with its decisions. The product may not be delivered until Walley has notified the Merchant that the order has been approved (e.g. by e-mail, telephone or that the transaction is in "Preliminary" status).
3. In the event of a purchase or reservation of a purchase, the following information must be provided when sending the order to Walley
 - The business customer's organization number,
 - The business customer's full billing address,
 - The business customer's delivery address,
 - The IP number for the unit from which the order was placed,
 - The full list of goods including the amount of the sale,
 - The name of the contact person,
 - the contact person's social security number
 - the contact person's telephone number, and
 - the contact person's email address
4. For purchases with delivery to an address other than the registered address or place of work of the corporate client, the following requirements must be met
 - identification of the buyer by means of an advanced electronic signature

- The contact person's personal identification number must be sent to Walley in the order; and
 - Evidence of strong customer authentication must be retained for at least six (6) months from the date of execution of fulfilment of the purchase
5. If Walley notifies the Merchant (e.g. by e-mail or telephone) within 24 hours of the time of the purchase, that a purchase is suspected or confirmed to be fraudulent, the Merchant shall immediately cancel the delivery.
 6. The Merchant shall answer Walley's questions regarding suspected fraud by e-mail within 24 hours of sending the e-mail. This applies to all days on which the Merchant is active, e.g. by sending Products and/or activating Invoice Receivables.
 7. The invoice receivable is activated on the day the Product is shipped
 8. The products are delivered to the business customer and the address approved by Walley at the time of purchase. If the Products are sent to an agent for delivery of goods, the place of delivery shall be the agent closest to the address approved by Walley.
 9. The products must be sent by a traceable means of transport.
 10. If a representative collects or receives the Products on behalf of the Business Customer, the relationship shall be noted on the delivery receipt. The identity documents of the Representative and the Corporate Customer shall be verified. The representative's name and social security number must be noted and retained.
 11. If the ordered products are delivered with a personal receipt (e.g. delivery to a place of business), the Merchant shall ensure that the logistics partner used by the Merchant has security procedures and stores information proving the delivery. The delivery receipt must contain the signature and name of the business customer and confirmation that an identity check has been carried out. If the receipt is obtained by advanced electronic signature, information about the personal identification number that signed for the receipt must be made available to Walley upon request.
 12. If ordered products are delivered to an unmanned delivery point or left at the business customer's premises without a personal receipt (e.g. left outside the door), a receipt with an advanced electronic signature must be obtained from the business customer. For these delivery methods, it is required that the Business Customer, through the signatory, personally signs the collection, with no representative allowed. Information on the personal identification number of the person who signed the delivery must be provided to Walley upon request.
 13. If ordered products are delivered to a manned delivery point, the Merchant shall ensure that the logistics partner used by the Merchant has security procedures and stores information that proves delivery. Delivery shall be confirmed by signature, identification check or advanced electronic signature. If the receipt is obtained by advanced electronic signature, information about the personal identity number that signed the receipt must be made available to Walley on request.
 14. Where ordered Products are collected directly from a physical store, the delivery receipt must include the name and signature of the recipient and information that an identification check has been carried out. If the receipt is obtained with an advanced electronic signature, information about the personal identity number that signed the receipt must be made available to Walley upon request.

Walley reserves the right to amend this policy as necessary. The Merchant is obliged to keep updated regarding the prevailing policy. The policy in force at any given time is always available at www.walley.se/fraudpolicy.