

# Terms of Service 3dsecure.io

(Last update: May 2026)

## 1. General, Scope

1.1 These Terms of Service together with the agreement concluded between the Integrator and 3dsecure.io (hereinafter “Integrator Agreement” or “Agreement”) form the legal basis for the cooperation between the Integrator and 3dsecure.io. They set out the general rules and apply to the service commissioned by the Integrator from 3dsecure.io for the duration of the contractual relationship between the Parties.

1.2 3dsecure.io concludes agreements only with Integrators exercising commercial and self-employed professional activities (traders as defined in the Consumer Rights Directive 2011/83/EU article 2 (2)). The use of the service offered by 3dsecure.io for other purposes is not permitted. 3dsecure.io does not enter into any contractual business relationship with consumers within the meaning of the Consumer Rights Directive 2011/83/EU article 2 (1).

## 2. Communication relating to and Language of the Agreement

2.1 Documents and evidence must always be submitted to 3dsecure.io in Danish or English or with a translation prepared by a certified translator.

2.2 Unless otherwise provided in the Integrator Agreement or in these Terms of Service, all communication during the ongoing contractual relationship between the Parties must be in text form by e-mail.

## 3. Amendments to the Terms of Service

3.1 The current applicable version of the Terms of Service can be accessed by the Integrator at any time at [www.3dsecure.io/tos](http://www.3dsecure.io/tos).

3.2 Amendments to these Terms of Service shall be notified to the Integrator in text form no later than two (2) months before their proposed effective date (e.g. by e-mail).

3.3 The changes proposed by 3dsecure.io become effective when the Integrator,

- a) accepts these, or
- b) the Integrator continues to make use of 3dsecure.io service beyond the proposed date on which the amended conditions take effect, or
- c) does not object to the amended terms before the proposed date on which they take effect (deemed consent)

## 4. Provision of the Service by 3dsecure.io

### 4.1 Service Description

(1) 3dsecure.io acts as a provider of 3-D Secure authentication services and in this capacity, undertakes to provide the contractually agreed services as set out in this Agreement and the Service Description below.

(2) 3dsecure.io offers 3-D Secure products for authenticating cardholders as the rightful owners of the card being used. The product consists of a 3-D Secure Server (3DSS), provided as a Software as a Service (SaaS) implementation through its own API.

(3) 3DSS facilitates authentication via 3-D Secure and helps determine if the card is enrolled in the relevant 3-D Secure version, thereby initiating the authentication flow with the cardholder’s bank.

## 5. Involvement of Sub-contractors and Third-Party Providers

5.1 3dsecure.io is authorized to have all or part of the service provided by a sub-contractor, provided 3dsecure.io requires that sub-contractor to comply with all statutory obligations as well as the obligations set out in the Agreement. 3dsecure.io is liable for culpable acts on the part

of the sub-contractor in the same way as for its own fault.

5.2 If the subject matter of the service is such that parts of it must be carried out entirely by a Third-Party Provider, e.g. for contractual or regulatory reasons, 3dsecure.io warrants that it is in possession of all of the necessary approvals and fulfils all of the contractual requirements for the provision of the payment methods by a Third-Party Provider and that it will maintain these for the duration of the contractual relationship. For the avoidance of doubt, a Third-Party Provider within the meaning of this provision is not a subcontractor within the meaning of Section 5.1.

## **6. Performance Limitations of 3dsecure.io**

6.1 The following points do not constitute contractual obligations of 3dsecure.io, a sub-contractor or Third-Party Provider:

- a) The connection and data transmission between the Integrator and its end customers.
- b) Data transmission within the Integrator's systems or in third-party telecommunication networks as well as data traffic on the Internet.
- c) The availability and reliability of third-party telecommunication networks and any resulting transmission errors or changes in the data to be transmitted in third-party telecommunication networks or systems.

## **7. 3dsecure.io's Right to Refuse Performance**

7.1 3dsecure.io has the right at any time and at its own discretion to suspend the service if it has a legitimate interest in doing so; such legitimate interest exists in particular in the event of a well-founded suspicion of fraud. Further claims of the Integrator are excluded.

7.2 If the Integrator breaches a contractual obligation incumbent upon it, 3dsecure.io is entitled to take all necessary protective measures to comply with the contractual, statutory and/or regulatory provisions affected thereby. In particular, in the event of material breaches of statutory or regulatory obligations, 3dsecure.io

shall have the right to temporarily suspend the provision of service. If the Integrator does not remedy the breach within ten (10) days of receiving notice thereof, 3dsecure.io reserves the right to terminate the contractual relationship for cause in accordance with Section 11 of these Terms of Service.

## **8. Material Obligations of the Integrator**

### **8.1 General Obligations**

The Integrator undertakes,

- (1) always to keep the e-mail address on file with 3dsecure.io for all contractual communications updated for the duration of the contractual relationship. Any changes relating to the information provided by the Integrator, in particular changes to contact information and company information shall be notified by the Integrator to 3dsecure.io immediately by e-mail to [hello@3dsecure.io](mailto:hello@3dsecure.io).
- (2) Furthermore, the Integrator undertakes to notify 3dsecure.io of any change to the company name, registration number as well as the sale of the company or other change in ownership or the cessation of business operations without delay by e-mail to [hello@3dsecure.io](mailto:hello@3dsecure.io).

### **8.2 Obligations in respect of the end customer**

- (1) The Integrator is solely responsible for the fulfilment of its obligations (and those of its employees, representatives, subcontractors) vis-à-vis the end customers, irrespective of whether these are obligations under the Agreement or statutory obligations (e.g. consumer and data protection law, as well as the obligation to provide a legal notice).
- (2) The Integrator is under an obligation
  - a) to notify 3dsecure.io immediately of any complaints by end customers relating to the service provision by 3dsecure.io by e-mail to [hello@3dsecure.io](mailto:hello@3dsecure.io).
  - b) in the event of a suspected serious IT security incident or data breach affecting the contractual relationship with 3dsecure.io, to immediately comply with its legal obligations and cooperate

with 3dsecure.io (including reporting the incident, providing log files and the necessary information).

### 8.3 Obligations relating to Transactions

(1) The Integrator is itself responsible for ensuring the requisite transmission security between it and its end customers, including compliance with the applicable data protection provisions, as well as specific requirements for individual payment procedures (e.g. requirements of the Payment Card Industry Data Security Standard / PCI DSS) and any additional specific requirements for individual payment methods.

## 9. 3dsecure.io Dashboard

9.1 Following conclusion of the Integrator Agreement 3dsecure.io grants the Integrator for the duration of the business relationship, access to the 3dsecure.io Dashboard. 3dsecure.io will automatically provide the Integrator with the log-in details by e-mail.

9.2 With the help of the 3dsecure.io Dashboard, the Integrator can, among other things, view API keys and requests.

9.3 3dsecure.io guarantees the inalterability of the data stored in the 3dsecure.io Dashboard.

9.4 3dsecure.io is expected to have an uptime of 99.97%. To the extent that scheduled service interruptions are necessary, they will be placed at times when there is minimal impact on the Integrator's operations.

### 9.5 Maintenance

3dsecure.io is entitled to carry out maintenance work of up to two (2) hours per calendar month. During maintenance work, there may be restrictions to the usability of the 3dsecure.io Dashboard

### 9.6 Changes to the Infrastructure of the 3dsecure.io Dashboard

3dsecure.io has the right at any time, even without the consent of the Integrator, to make

changes to the software upon which 3dsecure.io Dashboard is based (updates and / or new releases) and/or hardware insofar as these changes do not result in service provided by 3dsecure.io deviating significantly to the detriment of the quality guaranteed in the Agreement or are necessary on supervisory law grounds.

## 10. Fees and Price Changes

### 10.1 Fees for Services and Expenses of 3dsecure.io

(1) The fees payable by the Integrator for the use of the service provided by 3dsecure.io are set out in the Integrator Agreement.

(2) The Integrator has the option of payment by invoice. Invoice payments are due within 14 days. 3dsecure.io reserves the right to terminate the Agreement immediately if payment is not made within the specified payment terms.

(3) The setup fee is deducted immediately upon registration with the Service.

(4) An invoice will be sent to the email address provided. Objections to the invoice must be sent to 3dsecure.io within 10 working days. After this, the invoice is considered to be approved by the Integrator.

### 10.2 Amendments to Fees and Charges

(1) 3dsecure.io has the right to amend fees and charges during the term of the agreement. 3dsecure.io will inform the Integrator in good time, but at least four (4) weeks in advance and in text form of any such amendment and the date upon which the amendment enters into effect.

## 11. Termination for Cause (Extraordinary Termination)

11.1 Each Party has the right to terminate the Integrator Agreement with immediate effect for good cause. Good cause shall be deemed to exist in particular if

(1) one of the Parties breaches a material contractual obligation under the Agreement and fails to remedy such breach within ten (10) working days after receipt of notice thereof by the

other Party, provided that such remedy is possible, and it is unreasonable for the other Party to wait. The material contractual obligations of the Agreement are in particular the material obligations (Section 8) as well as the obligations regarding confidentiality (Section 15) and data protection (Section 16).

(2) one of the Parties repeatedly or persistently breaches its obligations under the Agreement and fails to remedy such breach within a reasonable period of time provided by the other Party.

(3) one of the Parties has provided incorrect or misleading information or has concealed important circumstances and/or culpably failed to comply with its information obligations under the Integrator Agreement.

(4) the financial situation of one of the Parties has significantly deteriorated, in particular, but not exclusively, if they are insolvent.

11.2 Furthermore, 3dsecure.io has the right to terminate the Integrator Agreement with immediate effect for cause in particular if  
(1) 3dsecure.io suspects a breach of the Integrator Agreement, in particular in the case of suspected fraud, and the Integrator does not immediately provide the appropriate requested information necessary to establish a breach of the Agreement by the Integrator.

(2) If one of the aforementioned grounds for termination for cause is given, 3dsecure.io may, at its own discretion, immediately take protective measures in accordance with Section 12 “Protective Measures/ 3dsecure.io’s Right to Refuse Performance”.

## **12. Protective Measures/3dsecure.io’s Right to Refuse Performance**

12.1 3dsecure.io has the right to take protective measures (in particular to deactivate the service agreed in the Agreement) and / or to cease and/or temporarily suspend its service (in particular payment of due receivables based on the agreed disbursement interval) with immediate effect if the Integrator commits a material breach of the Integrator Agreement, in particular if one of

the reasons for termination pursuant to Section 11 of these T&Cs applies, and / or

(1) if this is necessary to comply with an applicable law or an official order; or

(2) there are other circumstances (e.g. force majeure, pandemic) which make it necessary for 3dsecure.io to take immediate protective measures and/or refuse to provide services.

12.2 To the extent legally permissible and reasonable, 3dsecure.io undertakes to inform the Integrator in advance of the reason for the protective measures to be taken and to lift such measures without delay as soon as the preconditions for the protective measures cease to apply.

## **13. Liability**

### **13.1 General Liability**

(1) The Parties are liable without limitation only

a) in instances of willful intent and gross negligence

b) based on mandatory statutory provisions.

### **13.2 Limitation of Liability**

(1) 3dsecure.io is liable only for its own acts or omissions and not for the acts or omissions of third parties. This exclusion expressly applies to acts or omissions of Card Organizations and Third-Party Providers, as well as to events or activities that originate outside the systems of 3dsecure.io (e.g. technical access to 3dsecure.io connection interfaces or other technical equipment within the Integrator’s area of responsibility, Internet malfunctions or malfunctions in third-party systems), unless such events were caused with willful intent or through gross negligence on the part of 3dsecure.io.

(2) If the Integrator contributed to the occurrence of damage through intentional or negligent conduct, the principles of contributory negligence shall determine the extent to which 3dsecure.io, and the Integrator are liable for the damage.

(3) Neither Party shall be liable to the other for any loss of profit, indirect damage or any other form

of consequential damage such as loss of revenue or business, loss of anticipated savings, loss of or damage to reputation, loss of use or damage to software, data or information. In addition, neither Party shall be liable to the other for any unforeseeable damage or damage that is not of the type typical for this kind of agreement, including indirect, criminal, or consequential damages.

### 13.3 Indemnification

(1) The Integrator shall indemnify 3dsecure.io against all claims of third parties on first demand in connection with

- a) the non-compliance with conditions and obligations of the Third-Party Providers involved in order to provide the service.
- b) the Integrator's non-compliance with applicable laws, in particular obligations relating to regulatory requirements and under data protection laws.

The indemnity shall also include, in particular, fines, other penalties payable by 3dsecure.io, court fees and other procedural costs, as well as the customary and reasonable costs of legal defense by 3dsecure.io.

(2) 3dsecure.io shall indemnify the Integrator against claims by third parties (including reasonable lawyers' fees), if and insofar as claims are made against the Integrator with the assertion that these third parties are the owners of rights in 3dsecure.io's systems. The prerequisite for the release from liability is that the Integrator informs 3dsecure.io of the assertion of such claims and on request leaves the judicial and extra-judicial defense of the claims raised to 3dsecure.io.

### 14. Force Majeure

14.1 If the Parties are impeded in the performance of their obligations under the Integrator Agreement by circumstances beyond their control - e.g. lightning, fire, sabotage, earthquake, tornado, flood, explosion, embargo, war, terrorism, riot, acts of public enemies, changes in legislation or government regulations,

intervention by official bodies, strike action, disruptions to communications or traffic, changes in currency exchange rates or natural disasters, the Parties shall be released from liability until the circumstances giving rise to the inability of the Parties to perform their respective obligations no longer exist.

14.2 If one of the Parties is prevented from fulfilling its obligations due to circumstances listed in the foregoing for a period exceeding thirty (30) days, either Party shall have the right to terminate the Agreement with immediate effect without being under any obligation to pay compensation.

### 15. Confidentiality

15.1 The Parties agree not to disclose any Confidential Information to any third party during the term of the Integrator Agreement and for a period of two (2) years thereafter without the written consent of the other Party. Any Confidential Information received is only permitted to be used for the performance of the Agreement.

15.2 "Confidential Information" means all information disclosed or made available by one Party to the other Party (Receiving Party) under the Integrator Agreement. This specifically includes all information, data, business secrets, documents and materials of a Party or of an affiliated company within the meaning of The Danish Companies Act, sections 6 and 7, in tangible or intangible form (including written, oral and electronic form), whenever and however disclosed. For the avoidance of any misunderstanding, Confidential Information also refers to technical, commercial or other information of third parties, unless there are objective and reasonable grounds to believe that such information is not confidential. The Receiving Party acknowledges that confidential information constitutes a trade secret within the meaning of Directive (EU) 2016/943, and the

Danish Act on the Protection of Trade Secrets (“Lov om forretningshemmeligheder”).

15.3 Non-confidential information is all information:

- a) which is or becomes generally available to the public without there having been any disclosure by the Receiving Party.
- b) in respect of which the Receiving Party can prove that they were already in its lawful possession prior to their receipt.
- c) which the Receiving Party is required to provide in accordance with the applicable laws, stock exchange rules, court orders or decisions of any official body; or
- d) which the Receiving Party has received from a third party who is not bound by confidentiality obligations in relation to that information

15.4 This provision shall apply to all information about third parties, including end-user information, and to the extent it is evident that the disclosure of the aforementioned information is not desired by third parties. To the extent permitted by applicable law, the Parties shall be entitled to disclose confidential Information to subcontractors, external consultants and their affiliates within the meaning of The Danish Companies Act, sections 6 and 7, provided that such parties are subject to confidentiality agreements equivalent to those under this Integrator Agreement.

15.5 Affiliates of a Party within the meaning of The Danish Companies Act, sections 6 and 7, are not third parties or Third-Party Providers within the meaning of this Section. In addition, 3dsecure.io is entitled to pass on confidential Information to subcontractors or Third-Party Providers (Cf. Section 5), provided that this is necessary for the (possible) execution of the Agreement and confidentiality provisions have been agreed with those subcontractors or Third-Party Providers.

## 16. Data Protection

16.1 The Parties warrant that they will at all times observe and comply with the applicable data protection provisions, in particular the EU General Data Protection Regulation (“GDPR”) and the Danish Data Protection Act (“Databeskyttelsesloven”).

16.2 3dsecure.io acts as a data processor for the Integrator in accordance with Art. 4 No. 8 GDPR. The details can be found in the data processing agreement available at [www.3dsecure.io/dpa](http://www.3dsecure.io/dpa).

16.3 The Integrator will duly inform the end customer in accordance with Art. 13, 14 GDPR about the parties involved in the provision of the service by 3dsecure.io.

## 17. Copyright and Trademarks

### 17.1 General

All trademarks, copyrights and other rights to everything developed by 3dsecure.io and made available to the Integrator within the framework of this Agreement remain with 3dsecure.io or the licensors, unless otherwise stipulated below or otherwise contractually agreed. The use of third-party trademarks by the Integrator, regardless of whether or not they are registered, does not result in any transfer of trademark rights or copyrights.

### 17.2 Rights of Use

(1) 3dsecure.io grants the Integrator the right to access 3dsecure.io in accordance with these Terms of Service. This right is factually limited to use and application in accordance with the Agreement and is limited in time to the term of the Integrator Agreement, and it is non-exclusive and non-transferable. In particular, the Integrator may not grant any sub-licences to rights of use, unless 3dsecure.io has, by way of exception, expressly consented in writing to the use in accordance with the Agreement by third parties named by the Integrator in advance. No further rights are granted to the Integrator.

(2) The Integrator is not permitted to reproduce or otherwise modify, edit, reverse engineer or



decompile 3dsecure.io's software applications or Internet pages, including the associated documentation and specifications, in whole or in part, or to make them available to third parties, or to use them in any other way for purposes other than those stipulated in the Agreement, unless 3dsecure.io has provided its express prior written consent.

(3) The Integrator shall refrain from attempting, either itself or through unauthorized third parties, to retrieve unauthorized information or data from 3dsecure.io's systems or to interfere with or cause to be interfered with programs operated by 3dsecure.io or to penetrate 3dsecure.io's data networks without authorization.

(4) The Integrator shall inform 3dsecure.io without delay if it becomes aware of any possible infringement of industrial property rights.

### 17.3 Trademarks and Logos

(1) The Integrator may only use logos, brand names or signs of 3dsecure.io or its affiliated companies and/or partners such as the providers of payment methods or Card Organizations, in particular if these are protected under trademark law, for advertising purposes with the prior consent of 3dsecure.io and/or the respective provider or partner or the respective affiliated companies, unless it is otherwise already entitled to do so.

(2) The Integrator shall provide 3dsecure.io with images and/or (company) logos from its business operations and shall grant 3dsecure.io a simple, non-exclusive right of use for the purposes of the Integrator Agreement. The Integrator guarantees that the images and logos transmitted to 3dsecure.io are free of any malware, viruses or similar. Furthermore, the Integrator guarantees that no rights of third parties preclude the transfer or provision of the images and logos to 3dsecure.io. The Integrator shall immediately indemnify 3dsecure.io against any claims in connection with the use of the images/(company) logos of third parties transferred to 3dsecure.io by the Integrator, as well as penalties/fines and/or other claims.

(3) During the term of the Agreement and for a reasonable period of time after the termination of the Agreement, the Integrator grants 3dsecure.io the right to use the name and images / (company) logo of the Integrator provided to 3dsecure.io for advertising purposes, in particular in company brochures and websites of 3dsecure.io.

(4) If claims are made against the Integrator by third parties due to the infringement of trademarks within the agreed geographical area of use or other industrial property rights in connection with the service, the Integrator shall notify 3dsecure.io immediately and comprehensively. The Integrator shall coordinate the next steps relating to the defense against such claims directly with 3dsecure.io.

## 18. Final Provisions

### 18.1 Complaints

The Integrator may at any time submit feedback or complaints to 3dsecure.io. This can be submitted to [hello@3dsecure.io](mailto:hello@3dsecure.io).

### 18.2 No Third-Party Beneficiary

The Integrator Agreement is solely for the benefit of the signatories and is not intended for third parties.

### 18.3 Naming as a Reference Customer

3dsecure.io is permitted to name the Integrator as a reference customer in its online and offline, written or verbal marketing materials, including its website, brochures, presentations or offers. For this purpose, 3dsecure.io has the right to use the company name, logos or trademarks as well as the company description and to include references to the website of the Integrator on its website. The Integrator may at any time withdraw this authorization to name it as a reference customer on objective grounds.