

SCHEDULE 10 – DYNAMIC CURRENCY CONVERSION (DCC) TERMS AND CONDITIONS

If any capitalised terms in this Schedule are not defined here, they have the meanings given in the [Merchant Glossary](#). This Schedule 10 is incorporated into and forms part of the Agreement. In the event of any conflict between this Schedule and [the General Terms in Schedule 1](#) of the Agreement, this Schedule 10 shall prevail with respect to the DCC Service.

1. DEFINITIONS

1.1. In this Schedule, the following definitions apply:

Cardholder Currency	the currency in which the customer's card account is denominated (the customer's home billing currency).
DCC Exchange Rate	the foreign exchange rate applied to convert the transaction amount from the Local Currency into the Cardholder Currency for a DCC transaction . The DCC Exchange Rate includes any applicable markup or margin above the wholesale exchange rate.
DCC Margin	the difference between the DCC Exchange Rate and the applicable wholesale or base exchange rate for the relevant currency pair at the time of the transaction. This represents the conversion markup applied for providing the DCC Service.
DCC Rebate	the portion of the DCC Margin that we have agreed to share or pay to you as a benefit for using the DCC Service, under a rebate model. The applicable percentage or amount of such rebate will be as set out in the commercial terms agreed between you and us (e.g. in your merchant application form or fee schedule).
DCC Service	the DCC functionality and related services provided by us (in our capacity as acquirer or on behalf of the relevant acquirer) to enable you to offer customers the choice to pay in their own card currency.
DCC transaction	a card payment transaction in which the customer has chosen to pay in the Cardholder Currency via the DCC Service (instead of paying in the Local Currency).
Dynamic Currency Conversion (DCC)	a service that allows a customer with a card issued in a currency other than the local currency to have the transaction amount converted to the customer's home currency at the payment terminal or online checkout.
Local Currency	the currency in which you price your goods/services and in which you would ordinarily charge customers (e.g. GBP for a UK-based merchant).

2. SCOPE OF DCC SERVICE

Provision of Service.

- 2.1. We will provide you with the DCC Service as an ancillary service, enabling you to offer eligible **customers** the choice to have card transactions converted to their Cardholder Currency at the point of sale (for in-person transactions on supported payment terminals) and, if available and enabled by us, at your online checkout (for e-commerce transactions).
- 2.2. The DCC Service is optional and may be enabled for you subject to the terms of this Schedule. You agree that DCC will only be offered in accordance with these terms and the applicable Payment Scheme Rules.

Eligible transactions.

- 2.3. The DCC Service may only be used for card transactions where the **customer's card** is issued in a currency that is different from your Local Currency. DCC will not be offered (and must not be offered) for transactions where the **customer's** card is denominated in the same currency as the Local Currency.

Technology and Implementation.

- 2.4. You are responsible for using our approved equipment, software, or integration interfaces to offer DCC. DCC may only be offered using point-of-sale terminals, pin pads, e-commerce payment pages, or other systems that have been approved or provided by us for DCC functionality.
- 2.5. You must ensure that your payment terminals and systems are kept up-to-date with any software or data updates (such as exchange rate updates) that we provide for the DCC Service. If you use an integrated point-of-sale or e-commerce API for transaction processing, you must implement the DCC features in accordance with our technical specifications and guidance so that **customers** are provided the required choice and disclosures.

Supported Currencies and Changes.

- 2.6. We (or the relevant acquirer) will determine the list of foreign currencies available for DCC conversion under the DCC Service. We will use commercially reasonable efforts to notify you of any changes to the supported currencies or card types.
- 2.7. We may add or remove support for particular currencies or card types by giving you prior notice. However, if a currency becomes unstable or subject to extreme fluctuations, or if a Payment Scheme or regulatory body requires an immediate change, we reserve the right to suspend or cease support for that currency or DCC Service immediately, and we will inform you as soon as practicable. You shall abide by any updated limitations or requirements if we notify you that certain transactions can no longer be processed via DCC.

Voluntary Participation.

- 2.8. The DCC Service is provided for your use as an enhancement to payment processing. It does not change your obligation to accept card payments in your Local Currency.
- 2.9. If you choose to use the DCC Service, you must do so for all eligible transactions (i.e. you must consistently offer the choice to all eligible **customers**) unless otherwise agreed with us.
- 2.10. You may opt out of offering DCC entirely only by giving us prior written notice and obtaining our confirmation (such opt-out would disable DCC on your terminals/online payments). We may also suspend

or disable the DCC Service for you if you are not meeting the requirements of this Schedule or if instructed to do so by a Payment Scheme or regulator (see clause 6 below).

No Alteration of Core Obligations.

- 2.11. The provision of the DCC Service does not modify your other obligations under the Agreement or the Payment Scheme Rules regarding transaction acceptance, authorisation, or settlement, except as expressly stated in this Schedule. All DCC **transactions** are still subject to standard authorisation procedures, transaction limits, chargeback rules, and any security/fraud measures as with any other card transaction.

3. MERCHANT OBLIGATIONS AND COMPLIANCE

Offering Choice to Customers.

- 3.1. When using the DCC Service, you must *always* offer the **customer** a genuine choice between paying in the Local Currency or in the customer's Cardholder Currency.
- 3.2. DCC must **never** be imposed on the **customer** without their informed and express consent. You must not set DCC as the default currency for a transaction without a clear choice being offered.
- 3.3. The **customer's** decision to accept DCC must be an active choice indicated through a clear action (for example, pressing a button on the terminal or selecting an option on the screen).
- 3.4. You must not use any practices or language (written or verbal) that unduly influence, pressure, or mislead the **customer** into choosing the DCC option by default.

Disclosure of Exchange Rate and Markup.

- 3.5. Before the **customer** makes their choice of currency, you must clearly and prominently disclose all information required by Payment Scheme Rules and applicable law about the DCC option. This includes, at a minimum, the following details presented to the **customer** on the terminal screen or online checkout page (and, if applicable, on a printed display or customer-facing screen):
- 3.5.1. The transaction amount in the Local Currency (the original price of the goods or services in your currency).
- 3.5.2. The transaction amount in the Cardholder Currency that will be charged if the customer opts for DCC. This amount must be shown with the appropriate currency code or symbol of the customer's currency.
- 3.5.3. The exchange rate used to calculate the converted amount (the DCC Exchange Rate). This can be displayed as the rate (e.g. "1 GBP = 1.2345 USD") or otherwise clearly indicated.
- 3.5.4. The conversion fee or markup included in the DCC Exchange Rate. This may be shown as a percentage or amount over a base rate, or a statement that the exchange rate includes a commission. (For example, "Exchange rate includes a X% currency conversion fee.")
- 3.5.5. A statement that currency conversion is optional and that the customer has the right to pay in either the Local Currency or the Cardholder Currency. This should make clear that if the customer opts to pay in the Local Currency, the final charge in their home currency will be determined by their card issuer at that issuer's exchange rate (without the DCC Service).

- 3.5.6. Identification of the party providing the DCC Service (for example, a statement such as “DCC service provided by [DNA Payments]” or as otherwise required by the scheme). We will inform you if any specific wording is mandated by the Payment Scheme Rules for this disclosure.

Customer Consent.

- 3.6. The **customer's** selection of the currency shall be captured by the payment terminal or interface. In a point-of-sale environment, the payment terminal or PIN pad must present the currency options and the **customer** must press the appropriate button or screen prompt to confirm their choice.
- 3.7. In an e-commerce environment, the **customer** must actively select their preferred currency (for example, by clicking on a clearly labelled choice or ticking a box) before completing the payment. You must not complete a transaction in the Cardholder Currency unless the **customer** has actively indicated that choice on the device or website.
- 3.8. The fact of the **customer's** choice (e.g. “**customer** chose to pay in USD”) should be recorded in the transaction receipt or log as evidence of consent.

Transaction Receipts.

- 3.9. For each DCC **transaction**, you must provide the **customer** with a receipt or transaction record that clearly shows the details of the conversion. This applies to both printed receipts (for in-person transactions) and electronic receipts or confirmations (for online transactions).

No Surcharge or Additional Fee.

- 3.10. Except for the disclosed DCC Exchange Rate (which already includes the conversion margin), you must not impose any additional surcharge, fee, or charge on the **customer** as a condition of using DCC.

No Improper Influence.

- 3.11. You and your staff must remain neutral when offering the DCC choice.
- 3.12. You must not:
- 3.12.1. misrepresent either option or make false claims about which option is better;
 - 3.12.2. state or imply that the **customer** is *required* to choose the converted amount, nor should you describe the DCC option as if it is an official rate from the card issuer.
- 3.13. If the **customer** asks for advice, you may factually state the rates and let them decide. Under no circumstances should you select the DCC option on behalf of the **customer** (for instance, a staff member must not pre-select the Cardholder Currency without the **customer's** direction). All prompts should be **customer**-facing whenever possible to allow the **customer** to self-select the currency.

Customer Reversals at Request.

- 3.14. If a **customer** initially agrees to a DCC **transaction** but immediately thereafter (at the time of the transaction) changes their mind or did not understand the choice, you must accommodate the **customer's** request to reverse or void the DCC **transaction** if it is still possible to do so.
- 3.15. You should ensure that your staff know how to perform a void or cancellation on the terminal. Note that once a transaction is authorised and completed, it may be subject to the refund procedures in clause 5 rather than a simple void.

Compliance with Payment Scheme Rules and Law.

- 3.16. You must comply with all applicable Payment Scheme Rules, procedure guides, and any laws or regulations relating to offering currency conversion to **customers**. This includes (but is not limited to) adhering to any mandated disclosures, receipt formats, consent requirements, signage, or certification processes required by the schemes for DCC.

Staff Training and Monitoring.

- 3.17. You must ensure that all employees or other personnel involved in processing card payments are trained on the proper procedures and ethical requirements for offering DCC. They should understand the importance of giving the **customer** a choice, providing the required information, and obtaining consent.
- 3.18. You should have internal policies to prevent non-compliance (for example, policies forbidding employees from bypassing the on-screen choice or from making the selection without customer input).
- 3.19. Upon our request, you shall provide information about your training and procedures related to DCC to verify compliance. We reserve the right to monitor DCC transaction data and/or conduct audits (including mystery shopping or transaction testing) to ensure you are complying with these terms. If we identify or suspect non-compliance (such as an abnormally high rate of DCC opt-in that suggests customers may not be given a fair choice), you agree to cooperate with our investigation and to take corrective measures as needed (which may include retraining staff or temporarily suspending DCC at certain outlets).

Customer Complaints.

- 3.20. You are responsible for handling any **customer** inquiries or complaints regarding DCC **transactions** in the first instance, just as you would for any payment issue. If a **customer** questions the rate or the amount charged, you should review the transaction with them using the receipt information.
- 3.21. In the event a **customer** believes they were not given a choice or were overcharged due to DCC, you should investigate and, if appropriate, offer to refund the transaction and re-process in Local Currency (subject to Payment Scheme Rules).
- 3.22. You must notify us promptly if you receive any significant complaint or claim from a **customer** relating to DCC (for example, if a **customer** alleges a breach of DCC rules or if a regulatory complaint is filed). We may provide guidance or require you to report such issues to us and the relevant scheme.

Independence of Pricing.

- 3.23. You must not represent the DCC Exchange Rate or DCC option as being offered by the card issuer. The DCC Service is provided by us (and our partners, if applicable) and is separate from any currency conversion that the **customer's** card issuer would perform.
- 3.24. If asked, you should make it clear that the exchange rate is provided by the DCC Service (on behalf of the merchant/acquirer) and that it includes a conversion fee.

4. FOREIGN EXCHANGE RATES AND SETTLEMENT

Source of Rates.

- 4.1. We will establish and provide the DCC Exchange Rates applicable to each eligible currency pair. These rates will be set by Payment Schemes and adding the agreed DCC Margin (i.e. our conversion markup).

- 4.2. The DCC Exchange Rates will be updated periodically, typically at least once each business day (and possibly intra-day for certain currencies if needed).
- 4.3. You acknowledge that foreign exchange rates fluctuate and that the DCC Exchange Rate offered to the **customer** may be different from the exchange rate that would be applied by the **customer's** card issuer or bank.

Transparency of Margin.

- 4.4. The DCC Margin (markup) we apply is used to cover the costs and risks of providing the DCC Service, and a portion of it is shared with you as per clause 4.8 below.
- 4.5. We may change the standard DCC Margin from time to time (for example, if market conditions or scheme rules dictate a lower or higher cap on DCC fees). If we adjust the margin or the way it is calculated, we will give you notice in accordance with the Agreement (for instance, by a written notice or update to your fee schedule). We will not increase any margin without notice to you, except if immediately required by law or Payment Scheme Rules changes.

No Guarantee of Benefit.

- 4.6. While the DCC Service provides transparency of pricing to the **customer**, we do not guarantee that the exchange rate offered will be more favourable to the **customer** than the rate the **customer's** own bank or card issuer would apply. The **customer's** choice may be based on convenience and transparency. Both you and we must refrain from making any misleading statements about potential savings to the **customer**. The decision to accept the DCC Exchange Rate is at the **customer's** discretion.

Settlement in Local Currency.

- 4.7. All card transactions that you process, including DCC **transactions**, will be settled to you in your Local Currency (unless otherwise agreed in writing that we will settle in a different currency).

DCC Rebate to Merchant.

- 4.8. In consideration of your participation in the DCC Service, we will share with you a portion of the DCC revenue. Specifically, we shall pay you the DCC Rebate.
- 4.9. The DCC Rebate will generally be calculated as an agreed percentage of the DCC **transaction** amounts or the DCC Margin collected on your DCC **transactions** (as per the agreed commercial terms).
- 4.10. The details of the rebate structure (e.g. X% of the converted volume or margin) are set out in your merchant application form or a separate schedule/offer from us.
- 4.11. We will remit or credit this rebate to you on a periodic basis, typically monthly unless otherwise specified. We will provide reporting or statements to show the calculation of the DCC Rebate due to you.
- 4.12. We reserve the right to net any chargebacks or refunds (which result in reversal of DCC revenue) against the rebate. (See clause 5.4 regarding adjustments in case of refunds/chargebacks.)
- 4.13. Aside from the agreed DCC Rebate, you are not entitled to any other portion of the DCC Margin; any remaining conversion revenue is retained by us (or the relevant acquirer) as part of the service fees.

Standard transaction Fees.

- 4.14. Our standard fees (as set out in the merchant application form or your pricing schedule, if applicable) continue to apply to transactions processed using DCC, exactly as they would for a normal transaction of equivalent Local Currency amount.
- 4.15. DCC is a feature applied to the transaction, not a separate transaction type for fee purposes. DCC Rebate that you earn is calculated separately and does not offset other others fees unless we explicitly agree otherwise.

5. REFUNDS AND CHARGEBACKS

Processing Refunds of DCC transactions.

- 5.1. If you need to refund a **customer** for a transaction that was originally processed using DCC, you must take care to follow the correct procedure so that the customer is treated fairly and in accordance with Payment Scheme Rules.
- 5.2. In order to process a refund, you should always follow our Procedure Guide. We may change the Procedure Guide at any time, and it is your responsibility to review the latest version of the document.
- 5.3. You are responsible for clearly communicating to customers at the time of processing the refund that:
 - 5.3.1. The currency in which the refund will be processed (DCC or Local Currency(GBP)).
 - 5.3.2. Whether DNA or the customer's issuing bank will convert the refund amount back to the customer's home currency at the bank's current exchange rate;
 - 5.3.3. the amount credited to the Customer's account may differ from the original transaction amount due to changes in exchange rates, which are beyond your or our control; and
 - 5.3.4. any such exchange rate difference does not represent an additional charge or fee by the you or us.

Chargebacks Involving DCC.

- 5.4. DCC **transactions** are subject to the standard chargeback rights of **customers** under the Payment Scheme Rules. card issuers (on behalf of cardholders) may have specific chargeback rights if DCC was applied without proper consent or disclosure.
- 5.5. You agree that you are fully liable for chargebacks resulting from DCC **transactions** to the same extent as for normal transactions, and that such chargebacks may not be challenged if they result from your failure to comply with this Schedule or Payment Scheme Rules (for instance, if evidence shows no customer consent for DCC, you would generally accept the chargeback).

Adjustment of DCC Rebate on Refund/Chargeback.

- 5.6. If a DCC **transaction** is refunded (whether fully or partially) or is subject to a chargeback or reversal, any DCC Rebate that was credited to you on the original transaction will be debited or reclaimed.
- 5.7. We reserve the right to deduct the corresponding amount from the DCC Rebate payable to you, or from your settlement funds, or invoice you for it, as appropriate.
- 5.8. Neither we nor you are obligated to compensate a **customer** for currency exchange differences arising from a refund or chargeback handled in accordance with this clause 5.

6. SUSPENSION AND TERMINATION OF DCC SERVICE

Suspension by Us.

- 6.1. We may suspend or disable your use of the DCC Service at any time if:
- 6.1.1. you are in breach of any of your obligations under this Schedule 10;
 - 6.1.2. we have reasonable grounds to believe you are not offering DCC in compliance with applicable rules;
 - 6.1.3. any Payment Scheme or regulatory authority directs or recommends that we cease offering DCC through you (for instance due to high levels of customer complaints or non-compliance in your transactions),
 - 6.1.4. any other circumstance arises which, in our judgment, makes it unsafe or imprudent to continue DCC for your transactions (such as suspected fraud or misuse of the service).
- 6.2. We will normally provide you notice of suspension (and the reasons) but reserve the right to suspend immediately without notice if urgent action is required to comply with scheme rules or to protect cardholders. During any period of suspension, you must not attempt to circumvent the suspension (e.g. by manually converting prices or using another provider's DCC service in conjunction with our processing) – you should simply charge **customers** in the Local Currency. We will reinstate the DCC Service once the underlying issues are resolved to our satisfaction and/or the relevant third-party approvals are obtained.

Termination of DCC Service.

- 6.3. Either party may terminate your use of the DCC Service under this Schedule without terminating the rest of the Agreement, by giving written notice to the other party.
- 6.4. Unless a shorter period is agreed (for example, in case of breach), at least 30 days' notice should be given for such termination of DCC only. If you wish to stop offering DCC, you should notify us in writing and allow us reasonable time to update or reconfigure your equipment to disable DCC.
- 6.5. If we decide to terminate the DCC Service (for example, if we discontinue offering DCC as a product or cease to have necessary arrangements in place), we will likewise give you notice in accordance with our Agreement.
- 6.6. Upon termination of the DCC Service, this Schedule 10 will cease to apply (except for provisions that by their nature survive, such as refunds, chargeback liabilities, and indemnities for past transactions). Termination of the DCC Service does not otherwise affect the continued operation of the rest of our Agreement for payment services, which will remain in force.

Relationship to Agreement Termination.

- 6.7. If the Agreement itself is terminated, the DCC Service will automatically terminate at the same time, without separate notice.

Consequences of Suspension/Termination.

- 6.8. During any suspension or after termination of the DCC Service, you must ensure that your staff no longer attempt to offer DCC to **customers**. If your payment terminals still display DCC prompts during a suspension or after termination, you must contact us immediately for guidance and may need to update software or settings.

- 6.9. We are not liable for any loss of potential DCC Rebate or revenue sharing to you during a suspension or following termination – you acknowledge that this is a contingency of the service if issues arise.
- 6.10. Any accrued but unpaid DCC Rebate up to the date of termination will be calculated and paid in the ordinary course (net of any adjustments).

7. LIABILITY AND INDEMNITIES

Liability Limitation.

- 7.1. The limitations and exclusions of liability set out in the Agreement apply to the provision of the DCC Service under this Schedule.

No Liability for Exchange Rate Differences.

- 7.2. We will not be liable to you or to any **customer** for any differences between the DCC Exchange Rate offered and any other exchange rate that might have been available or that is provided by another entity (such as the **customer's** card issuer).

Your Indemnity to Us.

- 7.3. In addition to any indemnities you provide under the Agreement, you agree to indemnify and hold harmless us, our affiliates, the relevant acquirer (if not us), and our and their respective officers, employees and agents, from and against any and all losses, liabilities, damages, fines, penalties, costs and expenses (including reasonable legal fees) arising out of or in connection with:
- 7.3.1. your breach of any provision of this Schedule 10;
 - 7.3.2. any failure to obtain **customer** consent for DCC or to provide required disclosures, or other misuse of the DCC Service by you or your employees, which results in a claim, dispute, or fine (for example, scheme fines for non-compliant DCC practices);
 - 7.3.3. any claim by a **customer** (or any regulatory investigation) that arises from your improper operation of DCC (for example, if you applied DCC where you should not have, or altered a receipt, etc.), except to the extent such claim is directly caused by our negligence or wilful misconduct; and
 - 7.3.4. any issue arising from refunds or chargebacks of DCC **transactions**.

This indemnity shall survive termination of this Schedule.

Scheme Penalties.

- 7.4. You acknowledge that the Payment Schemes actively monitor DCC compliance and can impose fines, penalties, or even revoke the privilege of offering DCC if a merchant is found to be in violation of the rules. Any fines or assessments imposed on us (or the relevant acquirer) by a Payment Scheme due to your actions or omissions in relation to DCC (for example, for failing mystery shopper tests, or for a pattern of non-compliant DCC offers at your outlets) shall be payable by you.
- 7.5. We shall promptly notify you of any such fine and provide reasonable details. You agree that we may debit your account or settlement funds for the amount of any such fine or penalty, or invoice you for it, and you shall pay such amount upon demand. We will use reasonable efforts to contest or mitigate any scheme fines, but the final decision by the scheme is binding, and you will cooperate with any investigation or remedial action to prevent future non-compliance.

Your Liability to customers.

- 7.6. Nothing in this Schedule or the Agreement alters the fact that, as between you and the **customer**, you are responsible for properly charging the **customer** the correct amount in the correct currency.
- 7.7. If a **customer** successfully claims against you (e.g. through legal action or a regulator) for a breach of your obligations in providing DCC, you must handle that liability. If despite this, we incur any liability to a **customer** as a result of your actions (for instance, if a court or regulator holds us liable for your misapplication of DCC), you will reimburse us for any payments we are required to make to that **customer**.