

INGENICO FINANCIAL SOLUTIONS MERCHANT SERVICES GENERAL TERMS AND CONDITIONS (“T&C’s”)

V. 2021.11.02

Article 1 Definitions

For the purposes of the Merchant Services Contract and therefore also for these T&C’s, which form an integral part thereof, the following words, when indicated with a capital letter, shall have the meaning as set out hereinafter.

Account Data	means: (i) all Cardholder data, including the full Primary Account Number or PAN (may also appear in the form of the full PAN plus Cardholder name, expiration date or a service code), and (ii) Sensitive Authentication Data.	CVM Code	means: 3- or 4-digit code that is printed on a Card, known as CVV2 for Visa and as CVC2 for MasterCard.
Account Holder	means: customer of the Merchant, who uses a Payment Method made available by an Issuer. A Cardholder is an Account Holder.	Data Protection Law	means: General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as amended or replaced from time to time. Data Protection Law also refers to any ancillary local data protection provisions, provided they are compliant with the General Data Protection Regulation. In countries where the general data protection regulation does not apply, Data Protection Law refers to the local data protection law.
Acquirer	means: financial institution that is authorised by the relevant Schemes to enable the use of a Payment Method by accepting Transactions from the Merchant on behalf of the Schemes, routing these to the Scheme or Issuer and collecting and settling the resulting funds to Ingenico FS or the Merchant as the case maybe.	Delivery Date	means: date on which the Merchant Products & Services are delivered.
Acquiring Services	means: services rendered by an Acquirer.	Deposit(s)	means: an amount of money set and withheld by Ingenico FS as security to cover the risk exposure for Chargebacks, Refunds, Fines and Fees payable by the Merchant to Ingenico FS. As opposed to the Reserve, the Deposit cannot be accessed by the Merchant.
API	means: interface (or server to server connection) of standardised messages to transfer Transaction data to Ingenico FS.	Deposit Level	means: the level of Deposit(s) set by Ingenico FS from time to time pursuant to these T&C’s.
Annex(es)	means: all the annexes in the Merchant Services Contract.	Event of Default	means: any Chargeback, Refund, claims of fraud, unpaid Fees and Fines.
Authorisation	(also to Authorise) means: approval of a payment Transaction by an Issuer on request of a Merchant, communicated via an Acquirer before Capturing such Transaction. Authorisation does not mean a guarantee of payment, as an Authorised Transaction may still be blocked, rejected or even reversed.	Fees	means: charges, due to Ingenico FS for the provision of the Services, as set out in the Merchant Services Contract.
Business Address	means: the address set out in the Merchant Services Contract from which Merchant is conducting its business when using the Services.	Financial Services	means: report, reconcile, Settle and Pay-out funds for the Merchant, received from several Acquirers, as further defined in article 2.2 of this T&C’s.
Business Day	means: a day other than a Saturday or a Sunday on which financial institutions (including Acquirers, Schemes, etc.) are open for business in Belgium, between 9:00 a.m. and 6:00 p.m. CET.	Fine	means: penalty, uplifted service fee or other additional payment together with any associated cost, imposed by Schemes and/or by Acquirers to the Merchant, or imposed on and/or passed on to Ingenico FS for the breach of Merchant’s obligations. Fines can be imposed as a result of, for example, (i) non-respect of a legal obligation or a Scheme Rule by the Merchant, (ii) excessive fraud levels or excessive Chargeback levels, (iii) acceptance of payments for goods and/or services that fall outside the scope of the Merchant Products & Services, (vi) acceptance of payments for goods and/or services that could harm the reputation of a Scheme and/or of an Acquirer.
Capture	(also to Capture) means: confirmation by the Merchant that an Authorised Transaction is to be presented to the Issuer and the Account Holder is to be charged for the Transaction.	Good Industry Practices	means: standards, practices, methods and procedures conforming to the applicable law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.
Capture Period	means: the period in which an Authorised Transaction can be Captured. The Capture Period varies per Payment Method.	Ingenico Account	means: an account of the Merchant on the production environment of an Ingenico Platform, identified by a PSPID and configured by the Merchant in the Merchant Area. A Merchant can have several Ingenico Accounts under a single Merchant Services Contract.
Card	means: debit/credit and consumer/professional payment card, held by a Cardholder and used to carry out Transactions.	Ingenico Platform	means: the platforms (shared platforms) which enables the provision of the Services.
Cardholder	means: person whose Card has been made available by an Issuer.	Interchange Domain	means: the domain in which a Transaction takes place: Domestic: means: when the country of the Merchant is the same as the country where the
Card Scheme	means: payment networks linked to Cards such as, Bancontact, Visa or MasterCard.		
Chargeback	means: return of funds to an Account Holder as a result of a disputed Transaction requested by this Account Holder or by its Issuer under Scheme Rules that allow Chargebacks.		
Confidential Information	has the meaning defined in article 10 of this T&C’s.		
Merchant Services Contract	means the contract concluded between Ingenico FS and the Merchant for the provision of the Services.		
Control	(also to Control) means the fact that an entity, directly or indirectly, has the power to direct or		

	Card was issued.		financial data on an Ingenico Platform, and (ii) payment processing service which enables to send, receive and manage such data and to send such data to and receive answers from Acquirers for the purpose of processing of payments due and payable to the Merchant.
	Regional: means: when the country of the Merchant and the country where the Card was issued are both in the same region (as defined by the Card Scheme that processes the Transaction).		
	International: means: when the country of the Merchant is in one region (as defined by the Card Scheme that processes the Transaction) and the country where the Card was issued is located in a different region (as defined by the Card Scheme that processes the Transaction).	PSPID	means: "Payment Service Provider Identification", being the unique name of an Ingenico Account and also the access code thereto.
Interchange Fee	means: fee paid by an Acquirer to an Issuer for a Transaction.	Refund	means: (partial or total) reversal of a specific payment Transaction which has been already Captured, whereby the funds are reimbursed to the Account Holder on the initiative or request of the Merchant.
Issuer	means: financial institution that allows the use of a Payment Method to an Account Holder under a contract entered into between such Issuer and such Account Holder.	Reserve	means: an amount of money set by the Merchant and held by Ingenico FS to cover Refunds.
Member of the Worldline Group	means: any entity that is directly or indirectly Controlled by Worldline Group.	Reserve Level	means: the level of Reserve set by the Merchant from time to time pursuant to these T&C's.
Merchant Area	means: the secured area hosted by Ingenico FS, in which the Merchant can (i) access and configure its Ingenico Account(s) with its User ID and password and (ii) consult, review and manage the status of its Transactions, configure and check its profile and the settings of its Ingenico Account(s).	Scheme	means: an entity (such as a Card Scheme) offering a Payment Method and regulating the Payment Method by means of Scheme Rules.
Merchant Products & Services	means: products and/or services mentioned in the Merchant Services Contract sold by the Merchant to Account Holders.	Scheme Rules	means: set of bylaws, rules, regulations, operating instructions, procedures and/or waivers issued by Schemes from time to time.
Merchant User	means: any natural person selected by the Merchant to access the Ingenico Account.	Sensitive Authentication Data	means: security-related information including but not limited to Card validation codes/values, full track data (from the magnetic stripe or equivalent on a chip, PINs and PIN blocks) used to authenticate Cardholders and/or Authorise Card Transactions.
MO/TO	means: Mail Order or Telephone Order Transaction, i.e. a Transaction by an Account Holder where the Account Holder performs the payment to the Merchant by means of e-mail, fax or telephone.	Services	means: the services, which are rendered to the Merchant as set out in the Merchant Services Contract.
Notice	(also to Notify) has the meaning defined in article 16.9 of these T&C's.	Settlement	(also to Settle) means: the netting of amounts received by Ingenico FS from Acquirers, minus the amounts for Refunds and Chargebacks, Fines, Fees and the amounts needed to keep the Reserve on the required Reserve Level and/or the Deposit on the required Deposit Level.
Payment Methods	means: Cards and any other payment method operated by Schemes under which the Merchant can accept payments.	Software	means: software that might be made available or might be used by Ingenico FS to provide the Services.
Payment Page	means: a secured webpage, on which an Account Holder enters its payment details.	Strong Customer Authentication (SCA)	means: security protocol put in place by Schemes and/or Acquirers to enable Account Holders to authenticate themselves, to prevent fraudulent Transactions and to protect Merchants against fraud. The main principle of Strong Customer Authentication is to tie the financial Authorization process with an online authentication.
Payment Services Directive (PSD)	means: Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market. For the avoidance of doubt, any reference to the Payment Service Directive also includes the applicable local implementation of such directive as well as any amendments, modifications or correction to these legal instruments and any successor European and/or national legal instrument wholly or partly replacing the directive and/or its local implementation.	Transaction	means: an operation based on one of the Payment Methods. It can be a payment Transaction, a Refund or a Chargeback. A Transaction can be Card present or Card not present. For the avoidance of doubt: when Fees are calculated "per transaction" (not capitalised), this "transaction" is defined differently for Processing Service Fees and for Financial Services Fees, as further outlined in article 5.2 of these T&C's.
Pay-out	(also to Pay-out) means: instruction of Ingenico FS to proceed with the transfer of funds to the bank account that is set out in the Merchant Services Contract.	Transaction Currency	means: the currency of a Transaction. Each Payment Method has its own rules for available Transaction Currencies. For payment Transactions and Refund Transactions, Transaction Currencies are set by the Merchant. For Chargeback Transactions, the currency is set by an Issuer under the applicable Scheme Rules.
Pay-out Currency	means: the currency of funds in which Ingenico FS makes the Pay-out.		
Pay-out Frequency	means: the Pay-out cycle in which Ingenico FS makes the Pay-out.		
Pay-out Period	means: number of calendar days between the day on which Ingenico FS received funds from Acquirers and the day on which Ingenico FS gives the instruction to Pay-out.		
PCI-DSS	means: Payment Card Industry Data Security Standards, being a set of comprehensive requirements imposed under the Scheme Rules of Card Schemes as released from time to time by the PCI Security Standards Council (https://www.pcisecuritystandards.org) or any other equivalent certification issued by the Card Schemes, regardless of its future name.	Uncompleted Order Amount	means: total amount of Authorised, Captured and/or Settled Transactions for the Merchant at any point in time, for which the Merchant Products & Services have not been delivered to the relevant Account Holders at that time and/or for which the return rights or order cancellation rights of the Account Holder under the terms and conditions of the Merchant and/or applicable law have not yet lapsed.
Personal Data	means: personal data as defined by the Data Protection Law.	User ID	means: unique identifier used together with a password as a credential for a Merchant User to log on to the Merchant Area. In principle the PSPID and User ID are the same. However, several User IDs may be linked to the same PSPID or a single
Processing Services	(also to Process, Processing) means: (i) hosting of the Ingenico Account and of the processed		

User ID may give access to several PSPIDs.

Worldline Group

means: Worldline S.A. with registered office at River Ouest, 80 Quai Voltaire, 95870 Bezons, France or as modified from time to time on the website of Worldline Group, registered with the RCS of Pontoise under the number 378 901 946.

Article 2 Services

As set out in the Merchant Services Contract, Ingenico FS provides Processing Services, Financial Services, Acquiring Services and ancillary Services.

The Merchant Services Contract also indicates the applicable Payment Methods.

2.1 Processing Services

Processing Services are offered in a SaaS mode (SaaS: "Software as a Service") and are performed through an Ingenico Platform.

The set-up of the Ingenico Account and the integration with an Ingenico Platform are not included in the Processing Services, unless agreed otherwise in writing between the Parties.

For Payment Methods, for which Ingenico FS provides only Processing, the Merchant selects its Acquirer(s) from a list communicated by Ingenico FS. The Merchant guarantees that it is the sole counterparty in all contracts with the Acquirers.

2.2 Financial Services

2.2.1 For Payment Methods for which Ingenico FS provides Financial Services, Ingenico FS shall select an Acquirer and Ingenico FS facilitates the acquiring of Transactions. For the avoidance of doubt in such case the Acquirer is not and shall not be considered as Ingenico FS' subcontractor.

Based on Scheme Rules, the Merchant may need to directly enter into a written agreement with the Acquirer. In such case Ingenico FS cannot provide the Financial Services until such agreement is concluded.

2.2.2 Ingenico FS shall reconcile, report and Settle funds from the Account Holders which Ingenico FS receives from the Acquirer(s), unless Ingenico FS explicitly informs the Merchant otherwise. In case of remaining funds after Settlement, the balance is considered positive. A positive balance leads to a Pay-out.

If there are no remaining funds after Settlement, the balance is considered negative. In this case, Ingenico FS may proceed at its discretion by initiating direct debit to the Merchant's bank account in the amount of the negative balance and/or by calling upon the Deposit. If none of the above allows full recovery of the negative balance, Ingenico FS reserves the right to require immediate payment of sums in accordance to article 5.3 of these T&C's.

2.2.3 The Merchant shall indicate the Pay-out Frequency and the Pay-out Period in the Merchant Services Contract. Depending on Ingenico FS' risk assessment, Ingenico FS is entitled to adjust, at its sole discretion but acting reasonably, the Pay-out Frequency and the Pay-out Period from time to time by sending a prior Notice one (1) Business Day in advance.

2.2.4 If the Transaction Currency is different from the Pay-out Currency, the exchange rates are set by Schemes, Acquirers and/or Ingenico FS unless otherwise explicitly agreed with Ingenico FS in writing. Currency conversion Fees applied by Ingenico FS are specified in the Merchant Services Contract.

2.2.5 Ingenico FS reserves the right to withhold Pay-out if Transactions are deemed fraudulent or likely to become subject to a Chargeback. Ingenico FS can do so until satisfactory completion of Ingenico FS' investigation, that of the relevant Acquirer, Scheme or that of any third party nominated by any of these parties. The Merchant shall fully cooperate with any such investigation.

2.2.6 No interest shall be due over amounts held by Ingenico FS on behalf of the Merchant prior to Pay-Out to the Merchant.

2.2.7 When a Transaction was not successfully executed, Ingenico FS shall endeavour, at the request of the Merchant, to find the trail of the Transaction and to inform the result of its investigation to the Merchant.

2.2.8 Ingenico FS shall not compensate the Merchant for any late or non-performance, insolvency or bankruptcy of an Acquirer or of a Scheme.

2.3 Acquiring Services

For some Payment Methods Ingenico FS is the Acquirer and shall provide Acquiring Services.

2.4 Ancillary Services

The ancillary Services are any ancillary service as offered by Ingenico FS and which the Merchant elected to receive under the Merchant Services Contract.

Article 3 Specific obligations of Ingenico FS

3.1 Availability

Ingenico FS undertakes to use reasonable endeavours to ensure the maximum availability possible of its Services and of the Ingenico Platform.

Despite these efforts technical problems can occur. The Merchant undertakes to inform Ingenico FS without delay of any technical problem or any malfunction it experiences, and Ingenico FS shall use all reasonable efforts to remedy these as soon as possible.

3.2 Security

Ingenico FS provides the Processing Service in a PCI-DSS certified way and commits to do so for the term of the Merchant Services Contract. Subject to the provisions of article 4 of these T&C's and of clause 9 of the Merchant Services Contract, Ingenico FS is responsible for the security of the Cardholder data that it possesses or otherwise stores, processes or transmits in the name and for the account of the Merchant.

The nature of the Processing, being a SaaS based service, makes that Ingenico FS cannot impact the security of the Merchant's own Cardholder data environment.

Ingenico FS may decide to suspend any of its Services either totally or partially, without prior Notice, (i) in order to prevent or to remedy any deficiency or failure in its equipment, Software, or communications equipment, (ii) if Ingenico FS considers it necessary, particularly, and without limitation, in the event of an attempt of hacking, misappropriation of funds, abuse/fraud, or (iii) in order to carry out maintenance or make improvements/increase protection to the Services or to an Ingenico Platform. Ingenico FS shall undertake reasonable endeavours to Notify the Merchant, where possible, of these suspensions within a reasonable time period. Under no circumstances can Ingenico FS be held liable for any damages that may result from these suspensions.

Ingenico FS is entitled to create back-up copies of the content of the Ingenico Account and perform any other operations which are necessary to protect the Ingenico Account.

It is technically impossible, given the current state of knowledge, for Ingenico FS to warrant an unailing security or integrity of the data exchanged on the open network of the Internet. Ingenico FS declares that it has, on its side, taken all appropriate and reasonable measures to provide secure Services.

3.3 Support

If the Merchant faces any technical or administrative issues related to the Services, and the documentation made available by Ingenico FS appears not to contain the solution to the issue at hand, the Merchant may call upon Ingenico FS help desk for support. Such support is provided only on Business Days in French, Dutch, English or German.

The Merchant shall not be charged any extra Fees for such support, providing that (i) the request is reasonable, (ii) the Merchant is familiar with the Processing Services and had first attempted to find the cause of the problem in the available documentation and (iii) the issue originates from the Processing, and not from any system upstream or downstream. In the event that requests from the Merchant are excessive and/or repetitive, Ingenico FS and the Merchant shall agree on a reasonable price (Fee) for such a support.

Article 4 Specific obligations of the Merchant

4.1 Set-up of the Ingenico Account, testing and configuration (applicable only to Processing)

Prior to the creation of any Ingenico Account, Ingenico FS recommends to the Merchant to always create a test account and thoroughly test the account functionalities in order to be able to fully make use of the Services it has chosen. No Fees are charged by Ingenico FS for test accounts. Ingenico FS recommends that the Merchant tests each new release before its implementation on an Ingenico Platform.

Every fraud prevention solution requires prior activation by the Merchant, which means that the Merchant first has to configure such solution in its Ingenico Account before it can actually benefit from any such solution.

The Merchant shall strictly follow the instructions contained in the documentation made available by Ingenico FS.

4.2 Integration (applicable only to Processing)

In order to be able to send data to and receive data from Ingenico FS, the Merchant shall integrate its digital sales application into an Ingenico Platform. The Merchant shall do so under its sole responsibility.

The Merchant shall strictly follow the instructions contained in the documentation made available by Ingenico FS.

4.3 Capture Transactions

The Merchant is responsible for Capturing Transactions. Authorised Transactions have a limited maximum Capture Period in which they can be Captured. Transactions that are not Captured within the applicable Capture Period, may not be Settled. Ingenico FS cannot be held liable for any costs or losses incurred due to Transactions that were not Captured within the Capture Period.

4.4 Use restrictions for Cards

Where the Merchant itself possesses a Card, such Card may not be used for purchasing Merchant Products & Services unless the Merchant has received

Ingenico FS' prior written authorisation. Possession of a Card means for the purpose of this article 4.4 that the Cardholder and the Merchant are identical or that the Cardholder is the owner of, or a partner of, the Merchant.

4.5 Acceptance of Cards

Out of the Payment Methods offered by the Merchant, the Merchant will accept without discrimination, any Card properly submitted for payment by a Cardholder.

4.6 Abide by the Scheme Rules, applicable laws and Good Industry Practices

4.6.1 The Merchant shall comply with obligations set out in the Scheme Rules as communicated by Ingenico FS or the Acquirer from time to time.

The Merchant shall abide by all laws and regulations applicable to it as well as by Good Industry Practices. Therefore, the Merchant shall hold all necessary permits required under applicable law to sell the Merchant Products & Services.

a) The Merchant shall use Strong Customer Authentication technology when offering a Payment Method which imposes it, unless expressly agreed otherwise.

b) The Merchant shall act in a PCI-DSS compliant manner if it offers a Payment Method which imposes it and if so, the Merchant must adhere to the requirements imposed by PCI-DSS and report annually on its compliance status on this respect.

The Merchant guarantees the secure handling and storage of Transaction data in compliance with Good Industry Practices, including security standards such as PCI-DSS if an API is used to transfer such data to an Ingenico Platform (e.g. if the Payment Page is hosted by the Merchant, or for MO/TO).

If the Merchant stores, processes or transmits sensitive payment data, the Merchant shall cooperate with Ingenico FS and the relevant law enforcement agencies on major payment security incidents, including but not limited to data breaches.

The Merchant shall not store any Account Data on any support unless if agreed expressly in writing with Ingenico FS and shall act in a PCI-DSS compliant manner at all times in relation to Sensitive Authentication Data.

c) The Merchant shall not sell, purchase, provide, exchange or in any manner disclose account number information or a Cardholder's name to anyone other than to Ingenico FS, the Acquirer, Scheme or in response to a request of an administrative or other law enforcement authority.

d) The Merchant is responsible for the installation, operation, maintenance and security of its own equipment and software used to benefit from the Services. The Merchant undertakes to comply with any technical specifications made available by Ingenico FS and which Ingenico FS reserves the right to modify at any time.

The Merchant shall apply security patches on its machines and activate secure configurations. The Merchant shall protect access to its servers and applications, as well as to its technical infrastructure in general, particularly with the aid of industry standard firewall and industry standard anti-virus and implement an internal security policy.

e) The Merchant manages its Ingenico Account under its sole responsibility and ensures its good administration and remains exclusively liable for the selection and management of the PSPID, the connection data (credentials) of the Merchant Users (UserID) and related passwords. Ingenico FS shall not be held liable for any losses or damages of any kind incurred by the Merchant (such as operating losses, data loss, etc.) caused by malfunction of the Service as a result of any change made to the Ingenico Account by the Merchant or any third party, unless such change was carried out in total conformity with explicit instructions given by Ingenico FS. The Merchant shall protect its password and change it regularly.

The Merchant shall be liable for the consequences of any unlawful use or negligence in the use of its User ID, password, Ingenico Account or any of the components thereof. Ingenico FS reserves the right to block the User ID or password of the Merchant or any Merchant User for objective reasons relating to security, suspicion of fraud or not authorised use.

f) The Merchant undertakes to keep the content of its digital sales application correct, complete and permanently updated. The Merchant warrants that the content of the digital sales application for which the Merchant is using the Services is and shall not be (i) in violation of the intellectual property rights of any third party, or the right to protection of privacy, the fundamental right of individuals, the right of representation or any other right of any third party, (ii) contrary to good morals, public order and any applicable codes of conduct and (iii) contrary to applicable law.

g) For all Card Transactions, the Merchant must require the CVM Code wherever it is supported by the used Payment Method, except in cases where Scheme Rules mandate otherwise. Transactions may not be Authorised without a valid CVM Code.

h) When offering Merchant Products & Services, the Merchant may not apply a higher price or surcharge fee for payment made by Card than the price applied for payments made by any other form of payment, unless such higher price or surcharge is permitted by the applicable law and Scheme Rules.

If the Merchant applies a surcharge fee or offers a reduction of a fee in conjunction with the use of a certain Card, the Merchant shall notify the Cardholder before the Transaction is executed.

i) The Merchant shall not submit any Transaction that (i) the Merchant knows or should have known to be illegal, fraudulent or otherwise not authorized by the Account Holder. For this purpose, the Merchant is responsible for its employees, agents and representatives and/or (ii) could damage the goodwill of the respective Scheme, of Ingenico FS or of the Acquirer.

In case the Merchant discovers later on that a Transaction is illegal, fraudulent or otherwise not authorized by the Account Holder, the Merchant shall Notify Ingenico FS immediately.

4.6.2 Ingenico FS has the right to immediately suspend the Services or any part thereof in case of (threatened) breach or (threatened) omission to respect an obligation set out in article 4.6 of these T&C's or in case of a data breach.

4.7 Delivery of Merchant Products & Services (applicable only for Financial Services)

The Merchant shall not accept any changes of delivery address for any Transaction after having requested the Authorisation.

The Merchant is not allowed to use the Services for the purpose of prepayment by an Account Holder for Merchant Products & Services, for which the Delivery Date is in part or in whole more than twelve (12) months after the date on which the Transaction is submitted for Processing.

4.8 Restricted Merchant Products & Services

The Merchant shall only use the Services for Merchant Products & Services unless expressly agreed otherwise in writing with Ingenico FS. It shall not use the Services for the payment of Merchant Products & Services where it is illegal to offer or provide them in the relevant country.

4.9 Information to Account Holders (only for Financial Services)

Before the Account Holder is requested to provide any information to enable the payment, the Merchant shall disclose to any Account Holder and for every Transaction the following information on its digital sales application: (i) full name and the country location of the Merchant, (ii) Merchant's responsibility for any Transaction and Merchant Products & Services, (iii) complete description of the Merchant Products & Services, (iv) amount and Transaction Currency, (v) customer service contact details, including e-mail address and/or telephone number, Business Address, (vi) returned Merchant Products & Services and Refund and dispute resolution policy, (vii) delivery policy, (viii) Merchant's customer data protection policy and (ix) all other legally required information to be provided to the Account Holder in the relevant jurisdiction.

4.10 Provision of information

On Ingenico FS' first request, the Merchant shall provide Ingenico FS immediately and exhaustively with all necessary information in order for Ingenico FS to assess the Merchant's compliance with the Merchant Services Contract, including but not limited to:

a) all information regarding:

- (i) the actual or expected dates on which the complete Merchant Products & Services are delivered in relation to a Transaction and estimates for the average time between the Authorization of such Transaction and the related Delivery Dates,
- (ii) Merchant's financial status, solvability and liquidity.

The information required under this point a) is used by Ingenico FS to estimate the likely Uncompleted Order Amount and setting the Deposit Level. If Ingenico FS has reasonable grounds to question (i) the accuracy or reliability of the information regarding Delivery Dates and/or (ii) the Merchant's financial stability and/or (iii) the Merchant's ability to provide the Merchant Products & Services, Ingenico FS may in its discretion take this into account in setting the Deposit Level.

b) all information such as information relating to (i) any (actual or potential) problem, abuse, fraud, fraudulent Transaction or fraudulent use of the Ingenico Account, (ii) any security breach and/or security incident that it has noticed in relation with the Services, (iii) any loss, theft or fraudulent use of identification documents in relation with the Services and/or (iv) the content hosted by Ingenico FS which might give rise to any action or complaint by a third party against Ingenico FS.

c) all information concerning a specific Transaction in relation to Ingenico FS' obligation as a financial institution.

4.11 Comply with instructions of Ingenico FS

The Merchant shall use the Service according to the instructions and the documentation made available by Ingenico FS.

It shall not use the Services for purposes which are not explicitly mentioned in the Merchant Services Contract. Neither shall it disrupt the Processing, for example by badly integrating into an Ingenico Platform or by sending systematic queries to an Ingenico Platform to check its availability or useless repetitive queries to know the status of non-existing Transactions or of Transactions for which the status will not evolve anymore.

4.12 Monitoring and recording of calls – Merchant to timely inform staff

Ingenico FS may monitor and record the calls made to or from the Ingenico FS' help desk for quality assurance purposes and record them for evidence purposes. Ingenico FS' monitoring staff may listen to the calls live or on the basis of a recording. The required legal information on this subject matter can be found

on the website communicated by Ingenico FS at the beginning of the call.

4.13 Card present Transactions

A set of additional terms may apply to Card present Transactions only. In this case additional terms will be agreed in writing.

Article 5 Fees

5.1 General

The applicable Fees are specified in the Merchant Services Contract or otherwise agreed in writing between the Parties.

5.2 Service Fees

Subject to article 5.1 of these T&C's, Fees are charged for the use of the relevant Payment Method per transaction. Per Payment Method it can be a percentage of the Transaction amount or a fixed amount per transaction or a combination of a percentage and a fixed amount.

For *Processing Services* and for *ancillary Services*, "transaction" means any query to an Ingenico Platform. If the Account Holder withdraws its initial instruction after the query was sent, it will still be charged as a transaction. A transaction includes all requests sent to an Acquirer, even if the Acquirer's response is negative. If the Merchant works in two steps (Authorisation followed, at a later stage, by the actual Capture or a cancellation), only one transaction shall be charged for the two operations. Queries to request the status of Transactions on an Ingenico Platform shall not be charged. Actions such as Authorisation renewals or partial payments or Chargebacks or Refunds are charged as independent transactions.

For *Financial Services*, "transaction" means a successful transaction, i.e. a transaction which results into funds being Settled irrespective of a possible Chargeback or Refund.

Fees for Chargebacks and Refunds or any other Fee are non-refundable and will be charged separately per transaction as set out in the Merchant Services Contract.

An additional Refund Fee can be applied per transaction by Ingenico FS after giving prior Notice, if manual intervention is needed or additional costs are incurred by Ingenico FS.

For Financial Services, Ingenico FS may apply Interchange plus plus ("IC++") or a blended pricing structure as set out in the Merchant Services Contract.

For IC++ pricing structure, some Fees (e.g. the Interchange Fee and Scheme Fee) are passed on by Ingenico FS to the Merchant.

For the blended pricing structure, a fixed amount per transaction or percentage of the Transaction amount shall be charged. This fixed amount or percentage shall depend on the Card type (debit/credit Cards), Card category (consumer/commercial Cards) and Interchange Domain.

For IC++ and blended pricing structure in no case the transaction Fee will be lower than the minimum Fee that is set out in the Merchant Services Contract.

The Fees are based on the information provided by the Merchant in the Merchant Services Contract. If the actual parameters or ratios differ materially from the information provided by the Merchant, Ingenico FS has the right to adjust the Fees, based on the actual data. In addition, Ingenico FS has the right to adjust the Fees in case of increase of the Interchange Fees and/or Scheme Fees.

5.3 Payment terms

Unless expressly agreed otherwise in the Merchant Services Contract, the Payment of Fees is due upon provision of the Services. Reference is made to article 2.2 of these T&C's with respect to withholding by means of Settlement.

Ingenico FS will send an invoice or a statement for the Services every month. Unless specified otherwise in the Merchant Services Contract, prices are mentioned in EUR (€) and exclude any applicable VAT.

If certain Fees are calculated in a different currency than the invoiced currency, the applicable exchange rates are set by Schemes, Acquirers and/or Ingenico FS unless otherwise explicitly agreed with Ingenico FS in writing.

Furthermore, Ingenico FS reserves the right at any time to require immediate payment of sums (or set off sums) in any of the following cases:

- (i) Refunds and/or Chargebacks, in case the outstanding Refund and/or Chargeback amounts exceed the Settlement amount.
- (ii) Any other charges or amounts due by the Merchant under the Merchant Services Contract including any Fees, Fines and any other liability.

Article 6 Deposit - Reserve

6.1 Ingenico FS is entitled to set the Deposit Level to be applied by Ingenico FS based on Ingenico FS' then current estimate of the Uncompleted Order Amount, expected fraud level and/or potential exposure to Fines. Ingenico FS is entitled to adjust the Deposit Level at its sole discretion from time to time to bring it in line with its then current estimates.

6.2 Ingenico FS shall keep the Reserve at the Reserve Level and the Deposit at

the Deposit Level by deducting funds from each Settlement. The Reserve and the Deposit does not accrue interest.

6.3 After termination of the Merchant Services Contract, the Deposit shall either be (i) released by Ingenico FS to the Merchant within eighteen (18) months to account for the decrease in the Uncompleted Order Amount, fraud exposure and/or Fine exposure until the full Deposit is released to the Merchant or (ii) called upon, in part or in whole, by Ingenico FS to cover an Event of Default in the case of any insolvency procedure of the Merchant.

The Reserve shall be released by Ingenico FS immediately after termination of the Merchant Services Contract. Notwithstanding the above, the Merchant allows Ingenico FS to allocate the amount of the Reserve into the Deposit in case there is no Deposit or the amount of the Deposit is insufficient to cover the risk exposure as set out in article 6.1 of these T&C's.

Article 7 Chargebacks

7.1 The Merchant is liable for any Chargeback on its Transactions, regardless of the cause of such Chargeback. The Merchant shall effectively minimise the Chargeback risk, amongst others by applying appropriate procedures for reviewing and accepting orders and submitting Transactions.

7.2 If Ingenico FS has any reason to expect that Chargeback volumes for the Merchant's Transactions exceed or are likely to exceed the levels which the relevant Scheme or Acquirer consider acceptable, Ingenico FS is entitled to suspend the provision of the relevant Payment Methods.

7.3 If Ingenico FS has any reason to believe that the Merchant Products & Services:

- (i) are not being delivered by the Merchant on or prior to the Delivery Dates used to calculate the Uncompleted Order Amount; and/or
- (ii) are based on fraud and/or are illegal

and therefore are likely to cause high Chargeback volumes, Ingenico FS is entitled to suspend Pay-out of all related Transactions until it has been given assurances to its satisfaction that no high Chargeback volumes are to be expected.

7.4 As Chargebacks may arise a considerable period after the date of the relevant Transaction, notwithstanding termination of the Merchant Services Contract, Ingenico FS shall remain entitled to recover Chargebacks, Chargeback Fees and associated Fines from the Merchant in respect of all Chargebacks that occur in relation to Transactions effected during the term of the Merchant Services Contract.

7.5 The currency of the Chargebacks initiated by Issuers may differ from original payment Transaction Currencies; the applied exchange rates are set by Schemes, Acquirers and/or Ingenico FS.

7.6 If a payment Transaction is subject to a Chargeback, the costs and Fees charged for executing the original payment Transaction shall not be refunded in part or in whole to the Merchant.

Article 8 Refunds

Ingenico FS might not automatically execute a Refund (meaning the relevant sum shall not be returned by Ingenico FS to the relevant Account Holder, directly or via the relevant Acquirer/Scheme) in case the funds for this Refund cannot be subtracted from the next Settlement for all Payment Methods. The Merchant can give instructions to Ingenico FS to deduct the Refunds from the Reserve.

If a payment Transaction is Refunded, the costs and Fees charged for executing the original payment Transaction shall not be refunded in part or in whole to the Merchant.

Article 9 Intellectual property rights

9.1 The intellectual property rights are, and shall at all times remain, the exclusive property of Ingenico FS, the respective Member of the Worldline Group or Worldline Group. Ingenico FS grants to the Merchant a limited, non-exclusive, personal and non-transferable worldwide license or sublicense to use the Services and any of their components including any documentation that might be made available by Ingenico FS or, the Software solely for the purpose of using the Services.

The Merchant shall not:

- (i) reverse engineer, copy or adapt, in whole or in part, the Software or the Services; and/or
- (ii) assign, sell, transfer, lease, rent, deal in or encumber the Software or the Services, make it available to any third party or use the Services on behalf of any third party; and/or
- (iii) make the Services or the Software available on any file sharing service;
- (iv) remove or alter any copyright or other proprietary notice on the Software or the Services; and/or
- (v) use the Software or the Services for purposes other than those set forth in the Merchant Services Contract.

9.2 Furthermore the Schemes are the sole and exclusive owners of their respective trademarks and the Merchant shall (i) comply with the Scheme Rules regarding the trademarks and (ii) not contest the ownership of the trademarks. The usage of any trademarks may be limited or prohibited for any reason.

Ingenico FS may require any changes to the Merchant's digital sales application

or otherwise to ensure compliance with the Scheme Rules governing the use of the Scheme's trademarks.

9.3 Any use of any intellectual property right as allowed under this article 9 is limited to the term of the Merchant Services Contract.

Article 10 **Confidentiality**

All data relating to the Merchant or to Ingenico FS, designated as being confidential, as well as all data which are not expressly designated as confidential but which should reasonably be deemed confidential is considered Confidential Information.

The following data is considered Confidential Information, without need for any special mention:

- (i) all financial data;
- (ii) the terms of the Merchant Services Contract;
- (iii) all other contractual documents concluded between the Parties, and;
- (iv) all user manuals and guides relating to the Services.

The Party which receives the Confidential Information shall not disclose the Confidential Information to any third party other than its affiliates (defined, for Ingenico FS, as being all the Members of the Worldline Group and the Worldline Group and, for the Merchant, all entities Controlled by the Merchant) without the express prior written consent of the other Party, except:

- (i) To any other third party in order to complete the provision of the Services or as a result thereof; and/or
- (ii) To any legal, administrative or other law enforcement authority upon its request; and/or
- (iii) To any data subject (as defined in the Data Protection Law) upon its valid request.

The Party which receives the Confidential Information shall apply the same level of care to the received Confidential Information as if it was its own Confidential Information.

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This obligation of confidentiality shall remain in effect throughout the entire term of the Merchant Services Contract. It shall moreover survive for three (3) years following the expiry or termination of the Merchant Services Contract, regardless of the grounds for termination.

Article 11 **Data protection**

Ingenico FS (or its subcontractor) is the data controller (as defined in the Data Protection Law) regarding the processing of Personal Data in the framework of the Merchant Services Contract, except for those specific Services for which it is expressly indicated that the Merchant is the data controller.

If the Merchant opts to host its own Payment Page, the Merchant commits to display on its Payment Page the privacy notice that Ingenico FS shall provide it with.

For the avoidance of doubt, if the Merchant processes Personal Data that is available in the Merchant Area (e.g. by consulting those Personal Data), it will be the data controller for that processing.

In the event that a Party is processing Personal Data as a data controller, such Party shall make sure to respect the Data Protection Law.

Article 12 **Term and termination**

12.1 The term is set out in clause 10.1 of the Merchant Services Contract.

12.2 In addition to the termination rights set out in clause 10.2 of the Merchant Services Contract:

12.2.1 Ingenico FS is entitled to terminate (partially or totally) the Merchant Services Contract at any time by means of a Notice to the Merchant with immediate effect, without owing any compensation to the Merchant and without prejudice to any other right or remedy Ingenico FS may have under applicable law or under the Merchant Services Contract if any of the following occurs:

- (i) The Merchant Products & Services violate (or Ingenico FS has reasonable grounds to believe these violate) applicable laws in the country where the Merchant is incorporated or in the country where the Merchant Products & Services are offered.
- (ii) The Merchant has changed the type of Merchant Products & Services without having obtained Ingenico FS' prior written authorisation to use the Services for these new or changed types of Merchant Products & Services.
- (iii) An Acquirer or Scheme requires that Ingenico FS stops or suspends the provision of the Services to the Merchant with respect to Payment Methods made available by such Acquirer or Scheme.
- (iv) If the financial circumstances of the Merchant deteriorate significantly except if the Merchant is subject to judicial reorganisation ("*réorganisation judiciaire*" / "*gerechtelijke reorganisatie*") where the Merchant is granted a 15-day period to remedy an Event of Default.
- (v) The Merchant breaches any of the Scheme Rules and/or applicable laws in the context of using the Services.
- (vi) Major change in Scheme Rules or applicable laws which renders the performance of the Merchant Services Contract unreasonably burdensome upon Ingenico FS.

12.2.2 Each Party shall be entitled to terminate the Merchant Services Contract at any time by means of a Notice to the other Party with immediate effect, without

owing any compensation to the other Party and without prejudice to any other right or remedy the terminating Party may have under applicable law or under the Merchant Services Contract if any of the following occurs:

- (i) If Ingenico FS ceases to be authorised to provide the Service pursuant to a decision taken by the National Bank of Belgium and/or a Scheme.
- (ii) If following any amendments to any applicable law or regulation either Party is prevented from continuing to perform its obligations under the Merchant Services Contract.
- (iii) Where the other Party breaches the terms of article 16.14 of these T&C's.

12.2.3 To be valid, the Notices indicated in article 12.2.1 and 12.2.2 of these T&C's must be printed on the company letterhead of the notifying Party, be dated and bear the signature of the authorised signatory of the notifying Party and be provided by registered letter or e-mail.

12.2.4 If the Merchant Services Contract is terminated for reasons listed in the Scheme Rules or the applicable law, Ingenico FS might be required to report Merchant's registered and/or trade name and the name of its legal representatives to the Acquirers, Schemes or law enforcement authorities.

Article 13 **Indemnification**

The Merchant shall indemnify and hold Ingenico FS harmless from any claim (including reasonable legal fees) brought against Ingenico FS by any third party (including Schemes and Acquirers and their claims for payments of Fines) as a result of the Merchant's breach of the terms of the Merchant Services Contract, applicable laws and/or the Scheme Rules applying to the Payment Methods used by the Merchant.

Article 14 **Evidence**

Communications on a legally valid durable medium (e.g. e-mail or Notice in the Merchant Area and/or in the Ingenico Account) are valid methods of communication between the Parties. Any information held in an Ingenico FS database relating but not limited to (i) instructions and requests received from Merchants and/or (ii) information (in particular to payment statements and payment histories) present on the Merchant Area, concerning the execution of Transactions, namely as regards the date and time of these instructions/confirmations/requests/actions and as regards their content and/or (iii) logs concerning access to the Merchant Area and the Ingenico Account, shall be deemed conclusive until proven otherwise.

Article 15 **Evolution of the Merchant Services Contract**

15.1 **Evolution of these T&C's and all other Annexes**

Provided Ingenico FS has a valid reason to do so, Ingenico FS is entitled to amend these T&C's and/or all other Annexes by sending a prior Notice to be posted on the Merchant Area at least two (2) months before their date of entry into force. The Merchant shall be deemed to have accepted the new version of these T&C's and the new version of other Annexes if it does not Notify Ingenico FS of its rejection within one (1) month as from the Notice concerning the modification. In the event that the Merchant rejects the new version of these T&C's and/or the new version of other Annexes and an alternative solution was not reached between the Parties, the Merchant is entitled to terminate the Merchant Services Contract within one (1) month from the rejection Notice of the Merchant. In such case the Merchant shall send a termination Notice. Such termination shall be without termination costs and the Parties shall agree in good faith on the effective date of such termination.

15.2 **Supported Payment Methods and currencies**

The Payment Methods and the currencies supported by Ingenico FS are set out in the Merchant Services Contract.

15.3 **Prices**

Ingenico FS reserves the right to raise its prices for the Services at any time, with three (3) months prior Notice. The price increase shall only become effective for the Services rendered after expiry of this three (3) months' notice period. Within this notice period, the Merchant may terminate the Merchant Services Contract by Notice and the termination will be effective upon the end of the three (3) months' notice period.

For the avoidance of doubt, this article does not apply to any communicated adjustment based on article 5.2 of these T&C's.

15.4 **Ingenico Platform**

Ingenico FS reserves the right to change an Ingenico Platform and/or to change the functionalities and characteristics of the Software at any time. Ingenico FS will endeavor to Notify the Merchant about any major modification that has an impact on the Ingenico Account functionality, where reasonably possible, at least two (2) weeks in advance to allow the Merchant to prepare for any impact and to minimize them. Shorter notice periods may be applicable in order to comply with applicable laws, changes in requirements from Acquirers or Schemes or the need for increased security identified by Ingenico FS.

15.5 To be valid, the Notices indicated in article 15.1 and 15.3 of these T&C's must be printed on the company letterhead of the Merchant, be dated and bear the signature of the authorised signatory of the Merchant and be provided by registered letter or e-mail.

Article 16 **General Provisions**

16.1 **Assignment**

Ingenico FS shall be entitled, at any time, to assign, to novate or otherwise transfer the Merchant Services Contract.

The Merchant shall not assign the rights and obligations arising from the Merchant Services Contract, in whole or in part, to any third party without the prior written consent of Ingenico FS which shall not be unreasonably withheld.

16.2 Subcontracting

Each Party may use subcontractors under the Merchant Services Contract. The Party using a subcontractor shall remain fully responsible for the acts and omissions of such subcontractor and for the performance of any and all such Party's obligations under the Merchant Services Contract.

16.3 No intermediary

The Merchant shall in no case act as an intermediary when receiving the Services.

16.4 Audit right

In case Ingenico FS has reasonable indications that the Merchant is not compliant with its obligations under the Merchant Services Contract, Ingenico FS is entitled to audit the Merchant.

Acquirers, Schemes or supervisory/regulatory or law enforcement authorities may have the right at any time to perform audits.

Merchant shall fully cooperate to any audit, for example by granting access to its premises, facilitating interviews with members of its staff and supplying any information that may be reasonably required.

Each Party shall bear its own costs of such audit. If, however, the audit reveals non-compliance by the Merchant, the Merchant shall bear the full costs of the audit.

16.5 Entire Agreement: no waiver

The Merchant Services Contract contains all the commitments between the Parties with respect to the Services and replaces any prior contractual commitment between the Parties with respect to the Services unless expressly agreed otherwise between the Parties.

The failure of either Party to exercise its rights at any time shall in no way imply a waiver of said rights. However, if a Party does not Notify the other Party of a claim for damages arising out of or related to the Merchant Services Contract within one (1) year of the event giving rise to the claim, such claim shall irrevocably be deemed to be waived.

16.6 Severability

If any provision of the Merchant Services Contract is for any reason held to be null and void or otherwise non-executable, the Parties shall mutually agree to replace it with another legally valid clause which to the extent possible meets the original purpose intended by the Parties. All other provisions shall continue to apply and remain in force.

16.7 Force majeure

A Party cannot be held liable for any damage suffered by the other Party resulting from a case of force majeure, being an unavoidable and unforeseeable cause or circumstance beyond the control of such Party or as otherwise defined under the legislation that governs the Merchant Services Contract.

Upon the condition that the Services are provided in compliance with its PCI-DSS certification, the Parties agree that viruses, any type of hacking, including in particular DOS attacks or other defects resulting in unauthorized access to or use of (i) the Ingenico Account, and/or (ii) the Services (including the Software) and/or (iii) an Ingenico Platform or resulting in a negative impact on the Services, shall be considered a case of force majeure.

The Party invoking a force majeure event shall Notify the other Party as soon as reasonably possible and take all reasonable steps to limit the effects of the force majeure event. Said Party shall also Notify the other Party upon cessation of such force majeure event.

16.8 SARS-CoV-2 virus crisis

Even during the SARS-CoV-2 virus crisis, Ingenico FS shall provide its reasonable efforts to render the Services and to do so without delay. However if supply of any of the Services is delayed or otherwise disrupted as a consequence -even a partial consequence- of the SARS-CoV-2 virus crisis, Ingenico FS shall not owe any damages, indemnifications, penalties or service credits in relation to the supply of the Services disrupted by the SARS-CoV-2 virus crisis. For the purpose of this article, the words "SARS-CoV-2 virus crisis" shall also include all crises relating to derived viruses.

16.9 Notices

Unless expressly stated otherwise, any Notice between the Parties shall be sent by registered letter or by e-mail to the address set out in the Merchant Services Contract. In addition, Ingenico FS may also publish a Notice in the Merchant Area.

In providing Notice by means of:

- (i) a registered letter it will be sufficient to prove that the envelope containing the Notice was properly addressed. It shall be deemed to have reached the other Party at the date mentioned in the post stamp; or
- (ii) an e-mail it shall be deemed to have reached the other Party
 - upon delivery, provided such delivery has occurred during a Business Day. Otherwise, it is deemed to have reached the other Party on the next Business Day; or
 - in case the out of office of the recipient is activated and an e-mail address of another person to be contacted during the absence is mentioned, upon delivery to such person, provided such delivery has occurred during a Business Day. Otherwise, it is deemed to have reached the other Party on the next Business Day; or
- (iii) a publication in the Merchant Area such Notice shall be deemed having reached the Merchant on the date of the publication.

16.10 Compensation

Ingenico FS may, at any time, compensate against each other mutual claims and debts that exist between Ingenico FS and the Merchant, irrespective of the form and subject of the claims and debts, the currency and whether or not the mutual claims and debts are due and payable.

16.11 Corporate Social Responsibility

As a Member of the Worldline Group, Ingenico FS adheres to the 10 principles of the UN Global Compact. It is committed to the highest ethical standards in the conduct of its business. Therefore, it applies the code of ethics as issued by Worldline Group, which it also requires its employees and third parties which have a business relationship with it to strictly respect. These ethical principles include the International Labor Organization conventions and the relevant national laws and regulations including without limitation those relating to ethical and responsible behaviour, to protection against tax evasion, those dealing with health and safety, environmental protection, anti-competitive practices, prohibition of public and private bribery, money laundering and conflicts of interest.

16.12 Suspension of the Services

In addition to the right of suspension of the Services for Ingenico FS based in other articles of these T&C's, Ingenico FS is entitled to partially or totally suspend the Services if the Merchant breaches one of its obligations under the Merchant Services Contract. Ingenico FS shall undertake reasonable endeavours to Notify the Merchant, where possible, of these suspensions within a reasonable time period. Under no circumstances can Ingenico FS be held liable for any damages that may result from these suspensions.

16.13 Anti-Bribery

Neither Party shall take any action under this Merchant Services Contract that may breach any applicable anti-bribery or anti-corruption laws or regulations

Neither Party shall, directly or through any of its subsidiaries, directors, officers, employees, agents or any person acting on its behalf, directly or indirectly (i) promise, give, offer to give, or authorize the giving of, or solicit, accept or agree to accept from any person anything of value, to or from any person, in order to improperly influence actions or decisions of any person including for the purpose of obtaining any illegal or improper advantage or to achieve any other unlawful purpose in connection with this Merchant Services Contract, (ii) impair or harm, or threaten to impair or harm, directly or indirectly, any person or the property of a person to influence improperly the actions of any person including any government official, and/or (iii) launder the proceeds obtained from any of the practices mentioned in (i) and (ii) above or otherwise conceal the fraudulent source of such proceeds, (iv) finance, fund, sponsor or in any way subsidize the practice of illegal acts provided for in applicable anticorruption laws and regulations, (v) defraud any public bidding or the contract resulting from it, (vi) hinder or disturb investigations or inspection activities by public officers, bodies, entities or agents.

If a Party becomes aware of any violation of this article, it will immediately Notify the other.

Any breach of this article shall be deemed a material breach for which the breaching Party shall indemnify and hold harmless the other Party.

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