

Version
2022/01

General Conditions

1. GENERAL

1.1. The contract ("Contract") shall consist of the Order Form or Cover Document, these General Conditions, the Privacy Notice, the Processing Terms, the Product / Service Conditions (possibly including shared provisions in Common Product / Service Conditions), as well as Special Conditions (which complement and/or deviate from certain Product / Service Conditions). The applicable (Common) Product / Service / Special Conditions shall be listed on the Order Form/Cover Document.

In case of contradiction between the different documents, the order of prevalence is as follows:

- Order Form or Cover Document,
- Special Conditions
- Product / Service Conditions (including shared provisions in Common Product/Service Conditions)
- these General Conditions

1.2. The Merchant explicitly waives his own general or special contractual conditions (however they would be labelled), even if those contractual conditions would somewhere be referred to.

1.3. Whenever this General Conditions refer to Worldline, it should be interpreted as Worldline or any of the Members of Worldline Group.

1.4. The persons who sign the Contract warrant that they have the right to do so and are capable of binding the Merchant.

1.5. Over the course of time, multiple Order Forms and Cover Documents can be agreed, for example to deal with changes or complementary orders.

2. DURATION

2.1. Except if otherwise mentioned on the Order Form/Cover Document:

- the Contract enters into force on the date of its signature and shall remain in force for an initial term of one year;
- after the initial term, the Contract shall be automatically renewed each time with a new period of one year, unless a party terminates the Contract for convenience by registered letter, at the latest ninety days before the expiry of the initial term or the renewal term;

- every individual service shall have the same entry into force, duration and notice period as the Contract;
- the termination of the Contract shall automatically lead to the termination of all individual services. Conversely, the termination of an individual service shall not lead to the termination of the other services under the Contract; and
- the termination of the only service ordered under the Contract shall automatically lead to the termination of the Contract.

2.2. Every party can terminate the Contract for cause immediately, in accordance with the Termination Modalities, when:

- the other party has not paid any amount that has become due under the Contract within a term of thirty days after having received a written reminder;
- the other party has committed a material breach of any clause of the Contract, and has not remedied this breach within a term of thirty days after having received a written request that describes the breach and warns that the Contract can be terminated if the breach is not effectively remedied;
- one of the Parties:
 - files for bankruptcy; and/or
 - becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; and/or
 - makes an assignment for the benefit of all or substantially all of its creditors; and/or
 - enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations, and/or
 - entirely or partially discontinues its activities.

2.3. Worldline has the right to entirely or partially terminate the Contract for cause immediately in accordance with the Termination Modalities when the Merchant's conduct has (or threatens to have) a negative impact on the reputation of Worldline, or whenever there are facts or indications pointing towards the Merchant's:

- illegal, fraudulent or unlawful use of Worldline's products, software or services (including the circumstance of having more than 1% of chargeback requests against the Merchant per month in any point of sale); or

- illegal, fraudulent or unlawful activities, in which Worldline's products, software or services are being used.

Worldline intends, but is not obliged, to use commercially reasonable efforts to warn the Merchant about this termination.

2.4. Worldline has the right to entirely or partially terminate the Contract in accordance with the Termination Modalities when so requested by a Card Scheme, acquirer, regulator or competent authority. Worldline will use reasonable efforts to warn the Merchant upfront about such termination.

2.5. Worldline has the right to entirely or partially terminate the Contract with immediate effect in accordance with the Termination Modalities when a Card Scheme would either (threaten to) initiate an investigation against the Merchant or its transactions, or (threaten to) impose a penalty due to an act or omission of the Merchant.

3. SERVICE SUSPENSION

In addition to the suspension rights set-out in the relevant Order form/Cover Document, Worldline has the right to suspend its service delivery at any time, without such suspension giving rise to any compensation for the Merchant, when:

- Worldline considers the suspension necessary for the security or integrity of its services, software, electronic network and/or electronic payments in general;
- there exist facts or indications regarding the Merchant's illegal, fraudulent or unlawful use of Worldline's products, software or services (including the circumstance of having more than 1% of chargeback requests per month in any point of sale); or
- requested by a Card Scheme, regulator or competent authority.

Worldline shall use commercially reasonable efforts to warn the Merchant of this suspension in advance.

4. DEFECTS

4.1. Except if otherwise mentioned on the Order Form/Cover Document or in any Common), Product, Service, Special Conditions, the installation or implementation of a new product, service or

software shall be deemed to have been accepted by the Merchant when the Merchant has not submitted a motivated, written rejection within three Business Days after the installation or implementation.

4.2. If the Merchant identifies a defect directly attributable to Worldline in a product, service or software delivered by Worldline (or if, according to the Merchant, such defect would be covered by the product's warranty), then the Merchant shall call upon Worldline's help desk in writing within an expiration term of ten days after such identification.

5. CHANGES

5.1. On the first of January, all prices can be indexed by Worldline, in accordance with the following formula:

$$\text{new price} = \text{previous price} \times (0,2 + 0,8 \times \frac{\text{new index}}{\text{previous index}})$$

The index to be used shall be the "Agoria Wages Index (national average)" of October.

Worldline has the right to entirely or partially revise all financial conditions and other conditions set forth in the Contract at any moment. In particular, the Worldline portfolio of supported Payment Methods or currencies may evolve from time to time. Worldline may therefore decide at any time to no longer support a Payment Method and/or currency. In such case Worldline shall notify the Merchant as soon as reasonably possible and without owing any compensation. Such notice will have immediate effect. In addition, acquirers or Schemes may decide at any time to no longer provide certain Payment Methods, change the characteristics thereof, or change the acceptance criteria under which they make them available; they may also decide at any time to no longer support a specific currency. As a consequence, Worldline shall stop providing the concerned service to the Merchant or impose additional restrictions or conditions for its use, without owing any compensation to the Merchant. In such case, Worldline will provide notice to the Merchant as soon as reasonably possible.

5.2. Worldline has the right to implement all improvements and changes in its products, services and software (as well as in the associated documents and procedures) that it deems necessary or useful, for example for reasons of business continuity, or for the development and security of the payment system and/or Worldline's electronic network or payment products. The Merchant shall accept these improvements and changes, and shall comply with Worldline's instructions regarding their implementation.

5.3. Each transaction fee is composed of the interchange fee, the scheme fee and the service fee. Both the interchange fee and the scheme fees are costs for

Worldline since they are passed on in full to either the issuer of the Card or the Card Scheme (together the "Third Party Fees"). Worldline shall have the right to adjust all blended transaction fees and ABI fees (including the introduction of new fees charged to Worldline) in accordance with any changes to the Third Party Fees charged to Worldline.

5.4. If the currencies of acceptance and Pay-Out are different, the exchange rates used for the conversion between them shall be the indicative rates of the European Central Bank on the date of processing of the transactions -1% (mark-up), i.e. exchange rate = indicative rate BNB x 0.995. The mark-up, determined on the basis of the exchange rates applied by VISA International and MasterCard International, shall be revisable annually with the agreement of both parties.

5.5. The Merchant shall immediately inform Worldline in writing of all changes to his legal position, address or commercial name, as well as all changes in its activities that can reasonably lead to a modification of Worldline's risk as compared to the previously notified activities (e.g., due to changes in the nature of the products / services offered, the transaction volume, or the contractual conditions imposed on its customers, etc). Worldline has the right to reject any such changes, or to subject them to an amendment of the Contract.

5.6. The Merchant shall notify Worldline immediately, by registered letter, as from the moment he no longer accepts Cards.

6. PAYMENT

6.1. By signing the Order Form/Cover Document, the Merchant accepts to pay Worldline through direct debit. The Merchant shall provide Worldline with a SEPA direct debit mandate associated with the bank account mentioned on the Order Form/Cover Document.

By signing this mandate, the Merchant accepts that Worldline will request the Merchant's bank to collect the amounts due from this bank account.

6.2. Unless specify otherwise in the relevant Order form/Cover document, invoices need to be paid at the latest on their expiry date (or, if no expiry date is mentioned on the invoice, at the latest thirty days after the invoice date).

6.3. Complaints regarding invoices (e.g., incorrect amounts) shall be submitted to Worldline by registered letter within an expiry term of fifteen days, calculated as from the invoice date.

6.4. When the Merchant terminates the direct debit mandate, Worldline shall have the right to entirely or partially suspend its own contractual obligations, with immediate effect, and without prejudice to Worldline's other rights accorded to it by law or by the Contract, until a new mandate is issued.

6.5. If Worldline needs to reactivate suspended services as a consequence of the Merchant's non-payment or the Merchant's termination of the direct debit mandate, then Worldline shall have the right to invoice any costs associated with either this reactivation or with any associated administrative or technical steps taken by Worldline.

6.6. The purchase or rental price of equipment shall be due as from the moment of delivery (for a physical installation performed by a technician on behalf of Worldline) or the moment of dispatch (for "Plug & Play" installations). Conversely, the installation costs for a physical installation by a technician shall be due as from the moment of installation, while the costs for a "Plug & Play" installation will be due as from the moment of dispatch.

6.7. If products or services are invoiced periodically (e.g., per month), then the periodical amount due for an activation or installation that took place after the beginning of this period, shall be invoiced *pro rata*, based on the number of remaining days, except if otherwise indicated on the Order Form/Cover Document.

6.8. Worldline has the right to deduct all amounts that are due by the Merchant and have lapsed on the moment that a payment transaction is performed or on the reception date of the bank transfer, from the amount of the payment transaction that is executed for the Merchant's benefit. It is understood that this deduction shall be complementary to the direct debit mandate. Worldline has the right to charge the Merchant for all additional costs that are associated with this deduction.

6.9. Worldline has the right to increase the amount of any invoice that is not entirely paid on the expiry date with a fixed compensation of 15%, with a minimum of 10€, as well as with contractual default interest of 10% annually, by operation of law and without any prior notice of default. Worldline also reserves the right to charge the reminder costs to the Merchant.

6.10. If the Merchant fails to pay one or more invoices during two subsequent months following the expiry date, then Worldline shall have the right to request possession of all rented equipment (such as the payment terminal) and/or to suspend the service. Worldline also reserves the right to invoice the costs for returning and reactivating this equipment and/or service.

7. PROOF

7.1. The Merchant recognizes the importance of electronic transactions, electronically available documents and electronic proof (as registered by the payment terminals and the central computer systems of Worldline). The Merchant accepts that this information – as well as all file data and documents in other form than paper – have the same evidentiary

value as paper forms, and that they are legally binding and can be used in judicial procedures.

7.2. The Merchant accepts the concept of a digital signature and accepts that the electronic signature system provided by Worldline or one of its business partners, constitutes a set of electronic data that can be attributed to the Merchant and that demonstrates the integrity of the content of the Contract.

7.3. The Merchant accepts that Worldline keeps electronic transaction data during only a limited period of time.

7.4. Worldline has the right to make documents available to the Merchant through the communication channel it deems most appropriate, such as the Website.

8. INTELLECTUAL PROPERTY

8.1. All intellectual property rights with respect to its products, software, documentation and services are owned by Worldline or its licensors.

8.2. Worldline grants a limited, non-exclusive, non-transferable license (the "License") to use the products or services and any of their components, including any documentation or software made available by Worldline solely for the purpose of using the products or services under the Contract.

8.3. Except where expressly allowed otherwise by the legislation, the Merchant shall not have the right to change, decompile or reverse-engineer the software. If the Merchant needs to obtain certain information in order to achieve compatibility with independently developed software, then the Merchant shall first negotiate in good faith with Worldline in order to reach an agreement about the conditions that would apply when such information would be made available by Worldline.

8.4. Worldline shall indemnify the Merchant against every third party demand that is found justified by Worldline and defend any claim or action brought against the Merchant before a competent court of law, in which the third party claims that the use of product, services or software as defined in each relevant Order Form/Cover Document infringes the intellectual property rights of this third party. Worldline shall bear the cost of this indemnification or defense and damages awarded against the Merchant (or settled) in any such action that are specifically attributable to such claim. The foregoing indemnity does not apply to software licensed by third parties. Worldline shall have the option to:

- obtain the right for the Merchant to continue using the product or software;
- change or replace the product or software, so that this use will no longer infringe the third party intellectual property rights;
- if the above options are not economically viable, request the Merchant to:

- terminate the use of the product or software; or
- return the purchased product or the purchased software to Worldline, in exchange for a reimbursement by Worldline of the purchase price, taking into account a deduction of the reasonable depreciations registered in the Merchant's accounting books.

8.5. The indemnification duty set forth in clause 8.4 shall only apply if:

- the Merchant immediately informs Worldline about every claim and provide Worldline with reasonable assistance in connection with such defence and refrains from reacting to a claim without Worldline's prior consent. The Merchant may employ a counsel at its own expense to assist it with respect to any such claim;
- the Merchant leaves the entire claim handling and settlement procedure to Worldline;
- the alleged infringement is not caused by the fact that the Merchant uses the product, service or software in a manner that is either not allowed by the relevant Order form/Cover Document, or is clearly unreasonable; and
- the alleged infringement is not caused by the use of the product or software in combination with a product, software, service or other element not furnished by Worldline.
- the products, services and software are not use outside the territory allowed by each Order Form/Cover Document.

Worldline will not be liable hereunder for enhanced or punitive damages that could have been avoided or reduced by actions within the control of the Merchant.

Any revenue made by the Merchant through the use of Worldline's products, service or software is excluded from the indemnification calculation.

9. RISK ALLOCATION

9.1. The Merchant shall see to it that all claims and complaints from card holders are exclusively targeted at the Merchant. The Merchant shall indemnify Worldline for every claim and complaint, irrespective of its nature or legal ground, that would be submitted to Worldline by a card holder or third party in relation to the execution of the Contract.

9.2. The Merchant shall take full responsibility for the consequences of every modification made by the Merchant or a third party to the products, software or services made available in the context of the Contract — in particular when a modification would trigger changes and/or disruption of the software that alter the nature of the services activated in the Merchant's advantage.

9.3. Worldline shall act as a professional supplier, and shall use reasonable efforts to execute its contractual obligations in a correct manner and in compliance with the contents of the Contract.

9.4. If Worldline directly causes any proven contractual or extra-contractual damage to a Merchant, then Worldline shall compensate such damage to the extent it consists of direct damage, and the damage was notified to Worldline by the Merchant within an expiry term of one month after discovery (and in any case within one year after the damage-causing events took place).

The maximum liability of Worldline for every contractual or extra-contractual obligation, indemnification or damage shall be limited per calendar year to the highest of the following two amounts: (a) 500 EUR; or (b) 30% of the relevant part of the total amount effectively paid by the Merchant to Worldline in the course of the calendar year in which the damage was notified to Worldline. The "relevant part" shall be defined as that part that relates to the service, software or product associated with (or that has triggered) the damage; if this part cannot be deducted explicitly, then it shall be defined in good faith by the parties by taking into account the share of the service / software / product concerned in the total amount. The relevant part shall never contain any pass-through amounts that need to be paid to third parties by Worldline (e.g., the interchange fees and card scheme fees for acquiring transactions).

9.5. Except in case of willful intent or fraud, Worldline shall not be liable for any indirect damage, such as work stoppages, overtime, revenue loss, administrative or other fines, temporary engagement of third parties, lost cost reductions, damage to or loss of data, third party claims, loss of opportunities, or reputational damage.

9.6. No clause of the Contract shall limit the liability of either party for willful intent or fraud.

10. ASSIGNMENT AND ADMINISTRATIVE CHANGES

10.1. The Merchant cannot assign the Contract, whether partially or entirely, without Worldline's prior written consent.

10.2. If the Merchant would transfer his commercial activities, whenever Worldline considers it possible, Worldline shall implement the changes caused by this transfer only if the Merchant has completed the dedicated form. This document is available on the Website, and can also be obtained by contacting the Customer Relations Division.

10.3. The Merchant shall notify Worldline in writing of all changes to his name and administrative data (such as his address and fax number) by contacting Worldline or by completing the dedicated form. This form is available on the Website, and can also be obtained by contacting Worldline's help desk.

10.4. The requests for change specified above must be sent to Worldline at the latest ten Business Days before the transfer of commercial activities or

administrative changes effectively take place. If a change would impact the bank account on which a SEPA direct debit mandate was established for Worldline, then the Merchant shall sign and send a new SEPA direct debit mandate to Worldline.

10.5. The Merchant shall immediately notify Worldline by registered letter or email of the termination (for whatever reason) of his commercial activities. None of the Card transactions performed after that moment shall create any obligations vis-à-vis Worldline.

10.6. In case the change affects the Merchant's legal position or commercial activities, then Worldline shall have the right to terminate the Contract for convenience, and request to agree and sign a new contract. In absence of such new contract, Worldline shall have no obligations towards the Merchants for any Card transactions performed after the change.

11. FORCE MAJEURE

11.1. 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 Contract.

11.2. Shall in particular qualify as examples of force majeure: wars, earth shakes, fires, floods, unexpected strikes, serious IT fraud, energy and telecommunication interruptions, etc.

12. PROTECTION OF PERSONAL DATA

12.1. For Worldline, the protection of Personal Data is a topic of the utmost importance. The Processing of Data, including Personal Data, is part of its core activities and, accordingly, compliance with Data protection laws and regulations is one of Worldline's main priorities. The treatment of Personal Data is further elaborated in Worldline's Privacy Notice, in the Processing Terms (both available on the Website), in the relevant Order Form/Cover Document and in the Product/Service Conditions.

12.2. Worldline may monitor and record the calls made to or from the Worldline's help desk for quality assurance purposes, training and record them for evidence purposes. Worldline's monitoring staff may listen to the calls live or on the basis of a recording. The Merchant can refuse this on a call-by-call basis.

13. PUBLICITY

13.1. The Merchant shall obtain Worldline's prior written consent for using the name and/or logo of Worldline or any Card Scheme / Card brand (e.g. Bancontact, Visa Electron, MasterCard, Maestro, ...) for any publicity purposes.

13.2. The Merchant shall only use the name and logos of Worldline in a manner that does not harm Worldline's image or reputation.

13.3. The Merchant shall comply with Worldline's guidelines for publicity material and logos (of Worldline or the Card Schemes) on physical points of sale and websites.

13.4. The Merchant shall immediately remove all publicity material and other Card Scheme related messages upon termination of the relevant Order form/Cover Document.

13.5. The Merchant agrees that its name and logo can be used as a commercial reference. Worldline shall furthermore be entitled to summarize any non-confidential message sent by the Merchant permitting Worldline to conclude that the Merchant is satisfied with the product/services. Worldline shall send the Merchant a copy of the text which it intends to use, prior to making any actual use of the said text. In the absence of any reaction from the Merchant within five (5) calendar days, this shall be interpreted as the Merchant's consent to said use.

14. ACQUIRING

This clause 14 only applies if acquiring services (i.e., payment instrument acceptance) are part of the Contract.

14.1. After the activation, Worldline will assign one or more membership numbers to the Merchant. The Merchant shall verify whether the membership numbers initialized in the online payment platform and payment terminal correspond with the membership numbers assigned by Worldline. If such would not be the case (which tends to particularly arise when commercial activities are being transferred), then the Merchant shall strictly refrain from accepting any transactions, and shall instead contact Worldline first. The Merchant acknowledges that if he would nevertheless accept any transactions despite non-corresponding membership numbers, the transaction amounts may be transferred to a third party. The Merchant shall then be himself responsible for recovering these amounts from the third party.

14.2. The Merchant recognizes that, depending on the circumstances in which the Contract was agreed, it is possible that the effective verification of the activities and risk profile of the Merchant will not be done until after the Contract was already agreed between the parties. The Merchant therefore accepts that Worldline shall have the right to refuse the Merchant's subscription, and to terminate the Contract up to one month after it was initially agreed. Worldline shall inform the Merchant about this refusal and termination within one month. During this period, Worldline will pay the Merchant all amounts for transactions accepted by the Merchant, to the extent the Merchant complied with the Contract.

14.3. The Merchant accepts to verify, not only after each installation and modification but also on a periodic basis, whether all of the Merchant's identification and payment data registered by the online payment platform (e.g., in transaction logs) and by the payment terminal (e.g., on the printed ticket) are correct. The Merchant accepts that every negligence in this regard may lead to incorrect Pay-Outs, Pay-Outs to wrong accounts or to third parties' accounts.

14.4. The Merchant shall define the bank account to which the transaction amounts need to be transferred. The bank account number that is mentioned by the Merchant on the Order Form/Cover Document can only be changed by following the procedure set forth in clause 10. Worldline shall not be responsible if the wrong bank account number was specified.

14.5. Any change of bank account must be immediately notified to Worldline, in writing, by an authorized person. In case urgent changes to the bank account are required, the Merchant shall request Worldline by phone to temporarily suspend Pay-Outs until this new bank account is activated, to avoid that Pay-Outs would be made to the wrong bank account. If Worldline would have doubts about the request to change the bank account, then it shall have the right to suspend Pay-Outs until Worldline receives confirmation that the change request was indeed submitted by a duly authorized person.

14.6. The Merchant and/or his employees and/or assignees shall strictly refrain from entering the secret code of the card holder, confirming the amount to be paid, or cancelling a transaction. Only card holders themselves are allowed to perform these actions.

14.7. The Merchant shall verify Worldline's periodic Pay-Outs as a duly responsible person (*bonus pater familias*) and shall immediately inform Worldline about any (suspected) errors. Without prejudice to the generality of the foregoing sentence, Worldline shall not be liable for any interests on overdue or incorrect Pay-Outs that could have been avoided if the Merchant had verified Worldline's Pay-Outs as a duly responsible person.

14.8. If the Merchant imposes a price difference, additional charge, condition, obligation or special guarantee on the card holder at the moment a Card is offered, then such element shall be made sufficiently clear before the transaction is initiated and shall be commensurate to the transaction cost paid by the Merchant.

14.9. Worldline has the right to separately charge any additional administrative or technical actions that would be required for the Merchant in relation to a payment transaction (e.g., for intervening in transaction disputes, for specific administrative modifications or rectifications, etc).

14.10. The Merchant shall visibly affix, at least at the entrance of his physical point(s) of sale, all the

official logos of all the Cards indicated by him on the Order Form/Cover Document, so as to inform the public about all the Cards accepted by the Merchant for payment transactions. If such affixing is not possible (e.g., in case of distance sales or Internet sales), then the Merchant shall inform his customers by showing the logos and trade names on his catalogues, order forms and website (payment page and home page).

14.11. In addition to the termination reasons grounds set forth in clause 2, Worldline shall have the right to terminate the Contract immediately:

- without prior notice, when no transactions were performed by the Merchant during a period of twelve months;
- in accordance with the Termination Modalities, in whole or in part, when the Merchant does not comply with PCI/DSS requirements, or does not cooperate with any PCI/DSS related investigation performed by Worldline or any Card Scheme.

14.12. The parties recognize that, even after the effective termination of the Contract, reimbursements may take place (e.g., due to transaction disputes initiated by card holders) that relate to transactions performed during the term of the Contract.

15. MISCELLANEOUS

15.1. The Merchant accepts that Worldline has the right to audit (or have audited) the activities of the Merchant for the purposes of Worldline's risk management, e.g. to verify the financial health of the Merchant and/or the nature of the products/services being sold. In addition, Schemes or supervisory/regulatory or law enforcement authorities may have the right at any time to perform audits.

15.2. In the context of the applicable anti-money laundering legislation, the Merchant shall take all relevant actions requested by Worldline, such as the submission of a copy of the identity card of the manager, signatory or ultimate beneficial owner, or the company's articles of association. Worldline has the right to either terminate the Contract for cause, or to suspend all Pay-Outs due to the Merchant in the context of the Contract until the Merchant has complied with all the obligations imposed on him by said legislation. Worldline will, to the extent possible, notify the Merchant of its failure to comply with said legislation. In advance of the termination of the Contract or the suspension of Pay-Outs.

15.3. The Merchant shall carefully read all technical documentation (such as the PCI/DSS requirements, manuals, usage guidelines for certain products, etc.), which is deemed to form a part of the Contract.

15.4. By entering into the Contract, the Merchant acknowledges to not act as a consumer. Accordingly, pursuant to articles 30 and 51 of Payment Services Directive 2007/64/EC (as implemented in national law, such as article VII.26 of the Belgian Code of Economic Law), the Merchant accepts that the statutory provisions mentioned in these articles shall not apply, and shall be deemed replaced by the content of the Contract.

15.5. Except where explicitly mentioned otherwise on the Order Form/Cover Document, all delivery terms, installation terms and implementation terms of Worldline shall be merely indicative.

15.6. Worldline has the right to transfer the Contract to any of the Members of the Worldline Group.

15.7. Even during the SARS-CoV-2 virus crisis, Worldline 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, Worldline 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. APPLICABLE LAW AND COMPETENT COURT

16.1. The Contract shall be subject to Belgian law. In case the parties would not be able to amicably settle a dispute, the courts of Brussels shall be competent to handle the dispute.

16.2. For any complaints and out-of-court dispute resolution procedures, the Merchant can contact the FPS Economy, SMEs, Self-Employed and Energy – Directorate-General for Control and Mediation – Front Office - NGIII, Koning Albert II-laan 16, 3rd floor, 1000 Brussels.

17. DEFINITIONS

- **Alternative Payment Means:** payment means which can be used to perform electronic payment transactions without being dependent on a Card or a Card Scheme, including the rules practices and/or implementation guidelines issued by the providers of such payment means. Generally, these Alternative Payment Means are constructed under the form of an application stored on a mobile device or wearable, examples of such Alternative Payment Means include Alipay, WeChat Pay, Bluecode, Payconiq, Twint, Paypal, ApplePay, Swish.

- **Business Day:** every day except Saturdays, Sundays and public holidays in Belgium.
- **Card:** every physical or virtual, debit/credit and consumer/professional payment card that can be used to perform payment transactions, e.g. a Bancontact debit card, a Visa or MasterCard credit card, a V-Pay card and/or a Maestro debit card.
- **Card Scheme:** payment networks linked to Cards for the execution of payment transactions, including any specific decision-making body, organization or entity accountable for the functioning of the scheme. Examples are Bancontact, Visa and MasterCard.
- **Cover Document:** the dedicated document(s) (possibly including annexes) that describes the delivery of products, software and services by Worldline. Compared to Order Forms, Cover Documents are typically used for larger and/or more complex deliveries.
- **Member of the Worldline Group:** any entity that is directly or indirectly Controlled by Worldline Group.
- **Order Form:** the dedicated form (possibly including annexes) that can be used by the Merchant to order Worldline products, software or services. Compared to Cover Documents, Order Forms are typically used for non-complex orders.
- **Payment Methods:** means Cards and Alternative Payment Means under which the Merchant can accept payments.
- **Pay-Out (also to Pay-out):** means instruction of Worldline to proceed with the transfer of funds to the bank account that is set out in the Contract.
- **Scheme** means: an entity (such as a Card Scheme) offering a Payment Method and regulating the Payment Method by means of a set of rules.
- **Website:** www.mypaymentsolution.be.
- **Termination Modalities:** means that a party shall have the right to terminate the Contract for cause or for convenience, without involvement of a court, by notifying the other party in writing, without any compensation being due. To be valid, such notice 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.
The Merchant accepts that there may exist reasons why Worldline will not motivate the termination.